

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
COLLEEN CHAWLA, Director



AGENDA _____ September 19, 2023

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

September 1, 2023

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH ALAMEDA HEALTH SYSTEM TO PROVIDE IMPLEMENTATION OF ALAMEDA HEALTH SYSTEM'S EPIC ELECTRONIC MEDICAL RECORD AND RELATED SUPPORT SERVICES FOR ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS PROGRAM

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a Standard Services Agreement (Procurement Contract No. 26148) with Alameda Health System (Principal: James E. T. Jackson; Location: Oakland) to provide implementation of Alameda Health System's Epic Electronic Medical Record and related support services for Alameda County Health Care for the Homeless (ACHCH), for the retroactive period of 3/27/23 – 2/28/27, in the amount of \$900,000;
- B. Adopt a Resolution to waive the County's competitive procurement process for Alameda Health System with respect to this agreement; and
- C. Delegate authority to the Health Care Services Agency Director, or her designee, to execute the Standard Service Agreement, subject to approval as to form by County Counsel, and submit a copy of the contract to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

The Health Care Services Agency (HCSA) requests your Board to approve a Standard Services Agreement with Alameda Health System (AHS) to obtain AHS Community Connect Epic Electronic Medical Record (EMR) services for Alameda County Health Care for the Homeless for the period of 3/27/23 – 2/28/27 in the amount of \$900,000.

Under the terms of the Standard Services Agreement, AHS will provide Community Connect Epic services to Alameda County Health Care for the Homeless. Services include the initial planning and implementation support services required for ACHCH to go-live on the AHS-hosted Epic system, on-going access for ACHCH staff to the AHS' Epic EMR system, and support services from AHS for ACHCH to use the Epic system for Medi-Cal billing.

Epic is a HIPAA-compliant, federally certified EMR system used by all major health care systems in the Bay Area. By using AHS' Epic, ACHCH will be able to modernize its data systems and meet federal requirements to secure the health records of more than 1,000 ACHCH patients who are directly served by ACHCH employees who serve patients at encampments and shelters. AHS' Epic EMR will provide ACHCH staff and patients with a secure medical record system to track appointments, visits, medical history, test results, and preventive care; additionally, use of the AHS Epic system will streamline ACHCH referrals of patients who need access to Highland Hospital's specialty clinics.

The Honorable Board of Supervisors

September 1, 2023

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Your Board accepted a Letter of Intent (LOI) from Alameda Health System on 3/28/23 (Item No. 9) to provide implementation of AHS' Epic EMR and related support services for the Alameda County Health Care for the Homeless program, for the period 3/27/23 - 11/15/26, in the amount of \$702,000. It is now requested that your Board approve a superseding Standard Services Agreement with Alameda Health System for continued implementation of AHS' Epic EMR for the period of 3/27/23 - 2/28/27 (an increase of 4 months), in the amount of \$900,000 (an increase of \$198,000 to include expanded services).

SELECTION CRITERIA/PROCESS:

Since 1988, HCSA has applied for and been awarded a federal U.S. Dept. of Health and Human Services' Health Resources and Services Administration (HRSA) health center grant award every five years. Alameda Health System (AHS) was selected and approved by HRSA as the subrecipient for HCSA's HRSA grant award and is continuously monitored throughout the HRSA grant award period to ensure compliance with HRSA health center requirements and to ensure that all HRSA-required services are provided to individuals experiencing homelessness.

ACHCH received a Letter of Intent (LOI) from AHS, dated March 14, 2023, which outlined the proposed Epic EMR implementation services and related supports that will be provided to ACHCH. ACHCH ultimately identified implementation of AHS' EPIC system as the most beneficial option for patients and ACHCH operations. As such, HCSA is requesting that your Board adopt the Resolution to waive the County's competitive procurement process for Alameda Health System with respect to this agreement.

Alameda Health System is a government entity of the State of California under the California Health and Safety Code Section 10185(i) and therefore, is exempt from Small, Local and Emerging Business Program requirements.

FINANCING


Funding for these recommendations (\$900,000) comes from the Health Resources and Services Administration (HRSA) ARPA for Health Centers grant (\$432,000) and Base Grant (\$468,000).

Funds for these recommendations were included in the HCSA FY 2022-23 budget (\$432,000) and FY 2023-24 (\$156,000). FY 2022-23 funds that were part of the preceding LOI were approved by your Board on 3/28/23 (Item No. 9), were paid pursuant to LOI terms, and are now incorporated into this agreement. Remaining funds will be included in the HCSA Maintenance of Effort (MOE) Budgets for FY 2024-2025 (\$156,000) and FY2025-2026 (\$156,000). Approval of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

Providing EHR services meet the 10X goal pathways of **Healthcare for All** and **Eliminate Homelessness** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

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Colleen Chawla, Director
Health Care Services Agency

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING
PROCEDURES FOR ALAMEDA HEALTH SYSTEM EPIC ELECTRONIC MEDICAL RECORD
AND RELATED SERVICES FOR ALAMEDA COUNTY HEALTH CARE FOR THE
HOMELESS**

RESOLUTION NUMBER R-2023-463

WHEREAS, Alameda County Health Care Services Agency's (HCSA) Alameda County Health Care for the Homeless (ACHCH) is an awardee of U.S. Dept. of Health and Human Services, Health Resources Services Administration (HRSA) grant funding pursuant to Section 330(h) of the Public Health Services Act (PHS) to provide health care services for people experiencing homelessness in Alameda County under the federal health center program;

WHEREAS, Alameda Health System (AHS) is Alameda County's public hospital system and includes five hospitals and various wellness centers throughout the region;

WHEREAS, AHS is the recognized subrecipient entity approved by HRSA for HCSA's HRSA grant award, and receives a sub-award of ACHCH's federal grant funding for the AHS Homeless Health Center as a subrecipient entity;

WHEREAS, Epic is a HIPAA-compliant, federally certified Electronic Medical Record (EMR) system developed by Epic Systems Corporation, which contracts primarily with large hospitals and organizations, including AHS;

WHEREAS, AHS is authorized by Epic Systems Corporation to contract with organizations to utilize AHS's Epic EMR system, which was launched by AHS in 2019;

WHEREAS, HCSA seeks to retain the services of AHS for the contract term of 3/27/23 – 2/28/27 (a four year contract), in the total not-to-exceed amount of \$900,000, to provide implementation of AHS's Epic EMR and related support services for the Alameda County Health Care for the Homeless program;

WHEREAS, AHS services will include the initial planning and implementation support services required for ACHCH to go-live on the AHS-hosted Epic system, on-going access for ACHCH staff to the AHS' Epic EMR system, and support services from AHS for ACHCH to use the Epic system for Medi-Cal billing; and

WHEREAS, your Board approved the preceding agreement requested by HCSA at the March 28, 2023 Regular Meeting, referred to as the Letter of Intent (LOI) agreement, for the agreement term of 3/27/23 – 11/15/26, in the amount of \$702,000, and authorized the use of one-time capital grant funding to invest in the needed EMR system via direct claim payment in the amount of \$432,000 to AHS for one-time startup costs for implementation of AHS's Epic EMR and related support services;

WHEREAS, HCSA were to return to the Board with superseding agreement terms to the LOI;

WHEREAS, the agreement's total not-to-exceed amount of \$900,000 is inclusive of the previous amount of \$702,000 (an increase of \$198,000) stated in HCSA's request approved by your Board on March 28, 2023, and extends the previous duration by over

three months;

WHEREAS, Alameda County Administrative Code Sections 4.12.010, 4.12.020, and 4.12.070 require the solicitation of bids for contracts that are more than \$100,000 except in unusual cases where the Board has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process;

WHEREAS, the Board has determined that AHS has the necessary professional qualifications and has demonstrated competence to provide EMR implementation services and related support; and

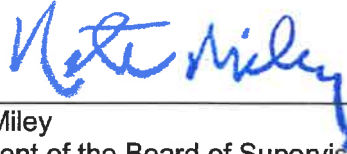
WHEREAS, AHS has expertise and is uniquely positioned within the community to provide the needed EMR implementation services and related support to ACHCH, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 and 4.12.020 for the solicitation of bids are hereby waived for the selection of Alameda Health System (AHS) for its Epic EMR System services.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on this date, September 19, 2023 by the following called vote:

AYES: Supervisors Carson, Haubert, Márquez, Tam and President Miley - 4
NOES: None - 0
EXCUSED: None - 0



Nate Miley
President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: *Tracy Pearson (Deputy)*

DocuSigned by:
K Joon Oh
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By: K. Joon Oh
Deputy County Counsel

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of March 27, 2023, is by and between the County of Alameda, hereinafter referred to as the “County”, and Alameda Health System, a Public Hospital Authority organized and existing under the laws of the State of California, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas County desires to obtain Epic Community Connect Electronic Health Record (EHR) services which are more fully described in Exhibit A hereto (“Epic Community Connect Services”), for the use and benefit of Alameda County Health Care for the Homeless; and

Whereas Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide EPIC EHR Connect Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- | | |
|-------------|---|
| Exhibit A | Definition of Services |
| | Attachment A Community Connect Agreement, Alameda Health System |
| Exhibit 1 | Product List |
| Exhibit 2 | Implementation Services |
| Exhibit 2.A | Data Conversion |
| Exhibit 2.B | Client Implementation Staff |
| Exhibit 2.C | Implementation Timeline |
| Exhibit 3 | Support and Maintenance |
| Exhibit 3.A | Incident Priority and Service Levels |
| Exhibit 3.B | Client Support Staff |

Exhibit 4	Training Plan
Exhibit 5	Data Security
Exhibit 5.A	Security Risk Assessment
Exhibit 6	Epic Community Connect User Terms and Conditions
Exhibit 7	Epic Hosting, Network and Infrastructure
Exhibit 8	Revenue Cycle Management Services
Exhibit 9	Governance and Incentive Program Participation
Exhibit 10	Agreement Term, Payment Terms and Pricing
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Audit Requirements

The term of this Agreement shall be from March 27, 2023 through February 28, 2027

The compensation payable to Contractor hereunder shall not exceed nine hundred thousand dollars (\$900,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

ALAMEDA HEALTH SYSTEM

By: DocuSigned by:
Colleen
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By: DocuSigned by:
James Jackson
3F24F4AE9E624C2...

Signature

Signature

Name: Colleen Chawla

Name: James E. T. Jackson

(Printed)

(Printed)

Title: Health Care Services Agency Director

Title: Chief Executive Officer

Date: 9/28/2023

Date: 9/27/2023

Approved as to Form:

By: DocuSigned by:
K Joon Oh
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K. Joon Oh, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general

prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief,

that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
 11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party

giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1404 Franklin Street, Suite 200
Oakland, California 94612
Attn: Luella Penserga, ACHCH Deputy Director

To Contractor: Alameda Health System
7677 Oakport Street, 12th Floor
Oakland, CA 94621
Attn: Vice President, Contracting

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. DRUGFREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drugfree workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Epic Community Connect Services shall not exceed the amount specified in Exhibit B for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on Contractor as a government agency is a SLEB Exempt Entity.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor

acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior

written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement is for three years and may be amended to extend the agreement for up to an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

As of the date the parties hereto have executed this Agreement, this Agreement replaces and supersedes Letter of Intent – AHS-ACHCH Epic Community Connect Project (“Letter of Intent”), which has a term of March 27, 2023, to February 28, 2027 (48 months).

In the event of a conflict between Attachment A (which includes Exhibit 1 through 10), the General Terms and Conditions, Additional Provisions, and the Exhibits (excluding those exhibits in Attachment A), the order of precedence shall be: 1. Additional Provisions; 2. Attachment A and the Exhibits; 3. General Terms and Conditions.

1. Modification to General Terms and Conditions

a. Section 2, INDEMNIFICATION, is stricken and replaced with the following:

- i. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
- ii. To the fullest extent permitted by law, County shall hold harmless, defend and indemnify the Contractor, its Board of Trustees, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Contractor, including defense costs, and shall not be limited by any insurance limits.
- iii. In the event that Contractor or any employee, agent, or subcontractor of Contractor

providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County due to services provided under this Agreement, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

- iv. In the event that County or any employee, or agent of County providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of Contractor due to services provided under this Agreement, County shall indemnify, defend, and hold harmless Contractor for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of County or its employees, or agents, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Contractor.
 - v. In the event the System or any report or information generated by the System is used in connection with any diagnosis or treatment (or peer review activity outside of the normal protected peer review process) by Client or its Users, Client and its Users agree to accept all responsibility in connection therewith. Accordingly, Client and the Users agree to defend, indemnify and hold Company, its licensors, vendors (including, but not limited to Epic Corporation) and other users of the System and any of their respective employees, officers, directors, independent contractors, affiliates, physicians, or agents harmless from any claim, loss, damages, injury, liabilities, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees, court costs, and related defense costs whether incurred in enforcing this Section or defending against such claim) arising from or related to: (i) any such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from use of the System, System Data, or Documentation; (ii) use of System Data for peer review activities outside the normal protected peer review process; (iii) personal injury or death of a patient arising in any way in connection with the provision of or failure to provide medical care by Client or any of its directors, officers, employees, agents, physicians, and representatives; and/or (iv) Client's and/or Users' use of the System, System Data, or Documentation.
- b. Section 3, INSURANCE AND BOND, is modified to expressly include the requirements under Exhibit A, Attachment A, *Community Connect Agreement for Alameda County Health Care for the Homeless*, Article 13, "Insurance Obligations."
 - c. Section 4, PREVAILING WAGES, is stricken and replaced with the following:
 - i. To the extent that Labor Code Sections 1770 et seq. applies, Contractor shall pay to

persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

- d. Section 7, DEBARMENT AND SUSPENSION CERTIFICATION, is modified to include:
- i. By signing this agreement, County represents and warrants to Contractor that: (a) neither County nor any of its employees performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare, or Medi-Cal; and (b) no subcontractor performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare or Medicaid. Upon the occurrence of an event described in the foregoing subsections (a) or (b), County immediately shall provide written notice of the event to Contractor and Contractor shall have the right to terminate the Agreement for cause.
- e. Section 11, OWNERSHIP OF DOCUMENTS is stricken and replaced with the following:
- i. County does not have ownership of the Epic Electronic Health Record System or the Epic Community Connect technical infrastructure, to which licensing and access is provided by the Contractor, to the County.
 - ii. County shall retain sole or shared ownership of those templates, applications, and reporting and other specific Documents or Materials created, developed, and prepared by Alameda County Health Care for the Homeless, in connection with future Work Orders, provided that County submits a written request to Company. Company may approve or deny such requests at its sole discretion.
- f. Section 18, DOCUMENTS AND MATERIALS Is modified to strike the following:
- i. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
- g. Section 20, TERMINATION, is stricken from this Agreement and replaced by the following:
- TERMINATION:**
- Prior to Epic Go-Live: Prior to the Epic Go-Live date, either Party may terminate this Agreement without cause by providing forty-five (45) days' notice, in writing, to the other Party. If County initiates termination prior to the Epic Go-Live date, County shall forfeit all Implementation fees. If Contractor initiates termination

prior to the Epic Go-Live date, Contractor shall return any unspent Implementation fees to County.

After Epic Go-Live: After the Epic Go-Live date, neither Party shall have the right to terminate this Agreement without cause during the initial term of three years. After the initial term of three years, either Party may terminate this Agreement without cause by providing nine (9) months' notice, in writing, to the other Party. Article 18 of Attachment A governs termination for cause.

After the Epic Go-Live date, either Party may, however, terminate this Agreement during and after the initial term of three years, upon nine (9) months written notice of the material breach of this Agreement to the non-breaching Party.

Payment under this Agreement shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Epic Community Connect Services shall not exceed the amount specified in Exhibit B for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

- h. Section 22, FIRST SOURCE PROGRAM, does not apply to this Agreement.
- i. Section 23, CHOICE OF LAW, is amended to include:
 - i. All actions arising or relating in any way to this Agreement must be brought exclusively in state or federal courts of the County of Alameda, California; and the appellate courts having jurisdictions of such state and federal courts, and the parties waive any objection regarding venue being an inconvenient forum. The parties consent to personal jurisdiction in the County of Alameda, California.
- j. Section 30, SUBCONTRACTING / ASSIGNMENT, is stricken and replaced with the following:
 - i. Contractor shall not assign any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - ii. Contractor may subcontract this Agreement with prior notice to County. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
- k. Section 34 OTHER AGENCIES does not apply to this Agreement unless required by law.
- l. Section 35, EXTENSION, is stricken and replaced with the following:

EXTENSION: This agreement may be extended for an additional three (3) year terms by mutual agreement of the County and the Contractor.
- m. Section 37, MISCELLANEOUS, the following has been added as follows:

- i. The Parties agree that with respect to sections 6, 7, 12, 14, 15, 16, 17, 27, 29, 30, and 33 of the General Terms and Conditions, Contractor shall also have the same rights and obligations conferred upon the County by these sections.

EXHIBIT A

This Agreement is partially funded by a subaward of federal grant funds under the Health Center Program (CDFR 93.224). This table provides information required by federal government Department of Health and Human Services (HHS) Health Resources Services Agency (HRSA) for subrecipient agreements carried out by Health Center Program grantees.

Federal Award Information	
Subaward of Federal funds	Yes
AHS Reregistered Name under the Data Universal Number System (DUNS)	Alameda Health System
AHS DUNS number	800778909
AHS EIN	94-3302014
Federal Award Identification Number	1. Health Center 330(h) grant: H8000047 2. HRSA American Rescue Plan Act (ARPA) grant: H8F40960
Federal Award Date	11/07/2022
Sub award Period of Performance Start & End Date	3/27/2023 – 02/28/2027
Amount of federal funds obligated by this action by ACHCH to the subrecipient AHS	\$702,000
Total amount of federal funds obligated to AHS including the current obligation.	\$702,000
Total amount of the federal award committed to AHS.	\$702,000
Total Amount (not to exceed) of non-Federal funds Obligated to AHS	AHS will receive compensation from the Revenue Cycle Management Services in an amount not to exceed \$198,000.
Total amount of obligation, including federal and non-federal funding obligated	1. HRSA American Rescue Plan Act (ARPA) H8F, \$432,000 2. Health Center 330(h) grant, \$270,000 3. AHS will receive compensation from the Revenue Cycle Management Services in an amount not to exceed \$198,000.

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	<ol style="list-style-type: none"> 1. Health Center Cluster Funding for Alameda County Health Care for the Homeless Program 2. ARPA H8F Funding for Health Centers
Name of Federal Awarding Agency (FAA), Pass-Through Entity (PTE), and Contact Information for Awarding official at Pass-Through Entity	<ol style="list-style-type: none"> 1) FAA: Health Resources and Services Administration / Bureau of Primary Health Care 2) PTE: Alameda County Health Care for the Homeless Program 3) Contact Information for PTE Awarding Official: Project Director: Lucy Kasdin LCSW, ACHCH Program Director
CFDA Number and Name	93.224
Indirect cost rate for the Federal award	None
AHS's indirect cost rate	<ol style="list-style-type: none"> 1) Rate: <u>not to exceed N/A</u> 2) Approved Federally recognized ICR? (yes/no) <u>N/A</u> 3) If no, de minimis cost rate of 10% or negotiated between the parties? (yes/no) <u>N/A</u>
Is the award for research and development?	No

DEFINITION OF SERVICES

Contractor shall provide Alameda County Health Care for the Homeless with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

See Attachment A, Community Connect Agreement for Alameda County Health Care for the Homeless.

ATTACHMENT A

**Community Connect Agreement
(New Participant)**

FOR

Alameda County Health Care for the Homeless

Date of Agreement March 27, 2023

Alameda Health System Community Connect Agreement

This Information Services Agreement (“**Agreement**”) is entered into as of the 27th day of March, 2023 (“**Effective Date**”) by and between the Alameda Health System, a Public Hospital Authority organized and existing under the laws of the State of California (“**Company**”), and the County of Alameda, a charter county under the laws of the State of California, on behalf of its Alameda County Health Care for the Homeless program (“**Client**”).

RECITALS

WHEREAS, Company entered into a License and Support Agreement with Epic Systems Corporation (“**Epic Corporation**”), dated 1/30/2018, as amended (“**Epic Agreement**”), pursuant to which Company licenses an enterprise electronic medical record system comprised of Epic (as defined below) and Ancillary Products (as defined below), which among other things, allows users to electronically access and input medical records of patients;

WHEREAS, Company has agreed to a variety of terms and conditions, some as part of the Epic Agreement and others in Ancillary Agreements (as defined below);

WHEREAS, Client desires to obtain access to an integrated, electronic medical record system; and

WHEREAS, Company, is willing to provide Client with access to the System, and Client wishes to obtain such access from Company, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations and covenants of the parties, the parties hereby agree as follows:

Article 1: DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

- a. “**EMR**” means electronic medical record.
- b. “**Epic**” means, collectively, the EMR software, interfaces, and/or data provided by Epic Corporation and further detailed in Exhibit 1 Product List and any enhancements, new releases, additions, revisions, new versions, supplements, or Updates therefore as implemented by Company.
- c. “**System**” means the combination of Epic and the Ancillary Products as detailed in Exhibit 1 Product List.
- d. “**System Availability**” means the overall availability of the System calculated in accordance with Exhibit 3 Support and Maintenance.

- e. **“Updates”** means any bug fixes, patches, error corrections, enhancements and other updates released by Epic Corporation or third-party vendors related to the System provided at no cost to Company.
- f. **“Access”** means the right to both access and use the System and the act of accessing and using the System.
- g. **“Customizations”** means any enhancements, modifications, or additional features (such as additional reports or a third-party interface) to be added to the System that are requested by Client.
- h. **“System Data”** means the combination of Client Data, Company Data and Other Data including, but not limited to, Vendor Data, Intellectual Property, other Affiliate Data.
- i. **“Other Data”** means the data inputted into the System by individuals or entities other than Client, the Users, and Company, or its Affiliates. It may also include vendor data and/or other intellectual property.
- j. **“Client Data”** means the data inputted into the System by Client and includes the outputs, extracts, and results from reporting, search, and analytics tools and functionality.
- k. **“Service Area”** means the distinct financial and legal entity record within the Epic EMR. This allows for the separation of financial data between Company and Client.
- l. **“Users”** means the qualified and trained staff, including locum tenens and registry nurses authorized by the Client who: (i) have a need to access and use the System for purposes related to patient care under Client’s provider number for billing purposes; (ii) have received a username and password to Access the System; and (iii) have agreed to the User Terms and Conditions set forth in Exhibit 6: Epic Community Connect User Terms and Conditions.
- m. **“Client Equipment”** means all hardware, software (other than the System), printers, peripherals, network connectivity, and other Client-side components required for Access to the System and to be provided by the Client. Such equipment may be required to be updated from time to time by Company or Epic Corporation.
- n. **“Company Data”** means the data inputted into the System by Company and its clients.
- o. **“Company Information Resources”** shall be defined as those applications, devices, networks, and related infrastructure that Company owns, operates, or has obtained for use to conduct Company business. Devices include but are not limited to, Company-owned or managed storage, processing, communications devices, and related infrastructure on which Company data is accessed, processed, stored, or

communicated, and may include personally owned devices.

- p. **“Governance Charter”** shall mean the System governance charter and related documents developed for the System by Company addressing the operations of and decision-making with respect to the System.
- q. **“Company Policies”** means all applicable policies and procedures, adopted from time to time by Company, relating to the Products and Services, data use and entry, governance, and privacy and security, including the requirements attached hereto and incorporated by reference as Exhibit 5.
- r. **“Documentation”** means the written reference manuals, training materials and Company Policies provided to Client by Company or its vendors or licensors from time to time, including the Vendor Documentation.
- s. **“Vendor Confidential Information”** means all information concerning the functionality, operation, use, source code, data structures, implementation, maintenance, associated documentation of Company’s licensors’ and vendors’ software systems, including, but not limited to Epic and Ancillary Product Vendors.
- t. **“Vendor Documentation”** means any written and electronic manuals accompanying the Vendor Confidential Information, Epic and the Ancillary Products.
- u. **“Vendor Materials”** means the Vendor Confidential Information, Epic, the Ancillary Products, and the Vendor Documentation.
- v. **“Affiliate”** means, with respect to a Party, any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, in each case for so long as such control continues.
- w. **“Ancillary Agreements”** means separate third-party agreements entered into by Company that govern the use of Ancillary Products.
- x. **“Ancillary Products”** means any equipment, software, data, code sets, or other information or material used with, by or in association with Epic and any enhancements, new releases, additions, revisions, new versions, supplements, or updates thereto as implemented by Company and that come standard as part of the System.
- y. **Third Party License Agreements”** means the separate license agreements with the applicable licensors that are provided to the Client and that the Client is required to enter into relating to the Ancillary Products.
- z. **“Third Party Terms”** means the third-party terms that are applicable to Ancillary Products and that are necessary in order for Client to use the Ancillary Products.

- aa. **“Confidential Information”** means any software (including, without limitation, Vendor Confidential Information), technology, services, material, data and business, financial, operational, customer, patient information or data, vendor, and other information disclosed by one party to the other and not generally known by or disclosed to the public, and shall include, without limitation, the terms of this Agreement, the Documentation and the Vendor Materials.
- bb. **“Implementation Services”** means the implementation services described in the implementation work plan to be agreed to by the Parties as set forth in Exhibit 2, Implementation Services.
- cc. **“Implementation Fees”** means the fees related to the Implementation Services that are outlined in Exhibit 10, Agreement Term, Payment Terms and Pricing.
- dd. **“Support Services”** means the training and ongoing support and maintenance services described in Exhibit 3 Support and Maintenance or in a Statement of Work.
- ee. **“Support Fee”** means the fees related to the Support Services that are outlined in Exhibit 3.
- ff. **“Statement of Work”** means a statement of work for the performance of additional services by Company for Client signed by authorized representatives of both parties.
- gg. **“Fees”** means the amounts set forth in Exhibit 10 or in any Statement of Work to be paid by Client to Company for Access to the System and the other Items and Services, which include Implementation Fees, Annual Support Fees, fees related to a Statement of Work, Ancillary Products and other fees and expenses.
- hh. **“Initial Term”** means the period starting on the Effective Date and continuing for the duration defined in Exhibit 10.
- ii. **“Renewal Term(s)”** means the duration defined in Exhibit 10 Agreement Term, Payment Terms and Pricing, following the end of the Initial Term.
- jj. **“Term”** means the Initial Term plus all Renewal Terms.
- kk. **“Transition Period”** means the time following the termination of the Agreement and the time when Client ceases use of Company software and resources as described in Article 18.
- ll. **“CMS”** means the US Department of Health and Human Services, Centers for Medicare and Medicaid Services.

- mm. “Applicable Law”** means all federal, state, and local laws, regulations, rules, directives, guidelines and any common law requirements or licensing and professional and ethical requirements applicable to Company, Client and/or Users, including but not limited to HIPAA, HITECH Act, the Anti-Kickback provisions of the Social Security Act (42 U.S.C. § 1320a-7b(b)) and related regulations; the federal Physician Self-Referral Prohibition provisions of the Social Security Act (42 U.S.C. §1395nn) and related regulations; state and federal pharmacy laws and regulations; 45 CFR Part 171 (the “Information Blocking Rules”) or 42 USC §300jj-51; and state and federal laws and regulations regarding breach notifications.
- nn. “Government Action”** shall mean any legislation, statute, law, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any agency, or any decision, finding, interpretation or action by any governmental or agency, court or other third party which, in the opinion of counsel to either party, as a result or consequence, in whole or in part, of the arrangement between the parties set forth in this Agreement, if or when implemented, could reasonably be expected to result in or present a material risk of any one or more of the following: (i) revocation or threat of revocation of the status of any license, certification or accreditation granted to Company, Client or any Affiliate; (ii) revocation or threat of revocation of the federal, state or local tax-exempt status of Company, Client or any Affiliate, or their respective tax-exempt financial obligations; (iii) prohibit or restrict the ability of Company, Client or any Affiliate to issue tax-exempt bonds, certificates of participation or other tax-exempt financial obligations; (iv) violation of or threat of prosecution under the Anti-Kickback provisions of the Social Security Act, the federal Physician Self-Referral Prohibition provisions of the Social Security Act or any comparable state law governing kickbacks, bribes, rebates or patient referrals between the parties, by or to any User or any Affiliate; (v) violation of or threat of enforcement action or imposition of disincentives or penalties with respect to compliance with the Information Blocking Rules or 42 USC §300jj-51; (vi) violation by any party of, or threat of prosecution of any party under, any law, regulation, rule or procedure applicable to such party, including without limitation any laws or regulations affecting the fee structure of this Agreement; (vii) prohibit Company, Client or any Affiliate from submitting claims or materially reducing the reimbursement received by Company, Client or any Affiliate for services provided to patients referred by Client or an User; or (viii) subject Company, Client, any User, any Affiliate, or any of their respective officers, directors, employees or agents, to civil action or criminal prosecution by any governmental authority or other person or entity or the imposition of any sanction (including any excise tax penalty under Internal Revenue Code § 4958), on the basis of their approval of or participation in this Agreement or performing their respective obligations under this Agreement.
- oo. “HIE”** means any state or federal health information exchange, health information organization, regional health information organization, health information service provider or similar entity that is applicable to Client.

- pp.** “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations, including those set forth at 45 CFR Part 160, 162 and 164.
- qq.** “**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act and corresponding regulations.
- rr.** “**Meaningful Use**” means meaningful use of certified electronic health record technology in accordance with the Medicare EHR Incentive Program incentive programs (commonly referred to as the “meaningful use program”) and regulations established by CMS.
- ss.** “**PQRS**” means Physician Quality Reporting System.
- tt.** “**Interfaces**” means the programmatic integration between disparate systems or technologies allowing the system to send or receive information.
- uu.** “**Breach**” means the unauthorized acquisition, access, use or disclosure of Company data and Information Resources. that compromises the security, confidentiality, or integrity of such information.
- vv.** “**Protected Information**” shall be defined as information that is subject to applicable laws and regulations restricting the use and disclosure of such information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information including Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

Article 2: PRODUCTS AND SERVICES

Company shall provide access to its instance of the System and provide Client with Access to the System subject to the terms and conditions of this Agreement. In connection with providing Client with Access to the System, Company shall provide the Products and Services to Client as more fully set forth below and in the included exhibits.

a. Implementation Services.

- i. Subject to Section 2(a)(ii), Company shall provide (or cause its vendors or licensors to provide) the Implementation Services.
- ii. As part of the implementation of the System, designated Client representatives will be required to attend scheduled meetings, provide information (namely, completing the initial Discovery Workbook/Questions document regarding volumes, staff, and service), complete all testing required by Company and otherwise cooperate in the implementation. Client must meet a readiness assessment, as determined by Company in its sole discretion, prior to provision of the Implementation Services. In order for Client to meet the requirements of the readiness assessment and not delay Implementation Services, Company shall provide the readiness assessment upon execution of this agreement. In the event Client fails to provide all requested information or cooperation needed related to the Implementation Services, Client requests a change in the scope of Implementation Services, or Client fails to demonstrate readiness during the readiness assessment, the implementation of the System may be delayed. Company shall not be responsible for any such delays that occur including, but not limited to, any costs and/or fees resulting from such delays.
- iii. Client acknowledges that the Client Equipment is necessary for Client to Access the System. Prior to implementation of the System, and in consultation with Company (as further set forth in Section 3(a) below), Client shall procure all Client Equipment identified by Company ensuring that it meets Company hardware minimum requirements as outlined in the AHS Connect Technical Requirements document, at Client's sole expense. The parties acknowledge that Epic and Company will update and modify the hardware minimum requirements from time to time; and that Company shall provide any such updates or modifications to Client for its review at least 60 days before any such updates or modifications can take effect herein.

b. Support Services. Subject to the terms of this Agreement, Company shall provide or cause its vendors or licensors to provide Client with the Support Services, as further described in Exhibit 3 or in a Statement of Work.

c. System Access.

- i. Company shall assign a unique Service Area in the System to Client.
- ii. The System contains an integrated database of System Data. The collection and use of the System Data by Client shall be primarily for the purpose of treatment of patients. To the extent permitted by Applicable Law, Client may also use and/or disclose System Data when the Client has a patient in common with another health care provider connected to the System for health care operations activities that falls within the first two paragraphs of the definition of *health care operations* as

set forth in HIPAA (45 C.P.R. § 164.501). Client may also use and disclose System Data for its payment purposes to the extent permitted by HIPAA and other Applicable Law and for other purposes to the extent permitted by HIPAA and other Applicable Law, the terms and conditions of this Agreement and applicable company policies, which Company has provided, (hereinafter, "Company Policies") that are necessary in order to use the System and System Data. Client hereby agrees to abide by the Company Policies in the use of the System and System Data. The parties acknowledge that Company may need to update, modify, or add to Company Policies from time to time; and that Company shall provide any such updates, modifications, or additions to Client for its review at least sixty (60) days before any such updates, modifications or additions can take effect herein except in the case of urgent data security or regulatory issues in which case policies shall be deemed to take effect immediately. To the extent there is any conflict between this Agreement and the Company Policies, the Company Policies shall control. The restrictions on the use and disclosure of data in this Section 2(c)(i) shall not apply to System Data that is Client Data. Rather, Client may use and disclose Client Data as permitted or required by Applicable Law. For clarity, all Access of the System by Client must comply with the terms and conditions of this Agreement and the Company Policies.

- iii. Subject to the terms and conditions of this Agreement, the Company Policies and Applicable Law, Company hereby grants to Client a limited, nonexclusive, non-transferable, non-sublicensable right for Users to: (1) Access the System and System Data for purposes related to storing, processing and displaying of electronic medical records of Client; and (2) solely use and solely disclose the System Data for the purposes set forth in Section 2(c)(i) for Client's patients, during the Term in the United States (excluding Hawaii and Alaska), unless Client obtains Company's express, prior written consent in Company's sole discretion.
- iv. Client agrees that all Ancillary Products shall only be used in association with the System, as well as in accordance with the terms and conditions of this Agreement. With regard to the Ancillary Products, Client agrees to abide by the Third-Party Terms. To the extent the terms and conditions of this Agreement conflict with the Third-Party Terms, the Third-Party Terms shall control relative to the applicable Ancillary Product. Any Optional Ancillary Products that Client wishes to use with the System, as well as any third-party vendors that need access to the System to perform a function or service on behalf of Client, must be approved in writing by Company.
- v. Except as prohibited by law and in accordance with applicable law, Company routinely shares information with Providers, Payers, healthcare organizations, and health information exchanges. Data is shared for Treatment, Payment, and Operations. Data is also shared for purposes of insurance eligibility, disability determination through the Social Security Administration, and for regulatory and public health reporting. Individual patients may request to restrict the sharing of

their data for some purposes through Company's Health Information Management department.

- d. Standard and Federally-Required FQHC Reports.** Client will be able to run standard reports and Federally Qualified Health Center (FQHC) reports that are required by the Health Services Resources Administration (HRSA), U.S. Dept. of Health and Human Services using the reporting and analytics tools made available by Epic through the System ("**Standard Reports**"). As of the Effective Date, these tools include Cogito Analytics, Caboodle Data Warehouse and Slicer Dicer, and Cognitive Reporting Library. Company reserves the right to change these tools at its discretion and with advance notice to Client. Company will make available Client specific copies of existing Standard Reports where appropriate. Client will, through their Reporting Analyst, be able to create private copies and alter the private copies Standard Reports that have been made available to them. Client will, through their Reporting Analyst, have full ability to create private reports utilizing Standard Reports ("**Modified Reports**") as templates; however, support by Company with respect to the creation and editing of Modified Reports is not a part of the Support Services and any support with respect to the creation and editing of Modified Reports will be pursuant to a Statement of Work and additional Fees.
- e. Subcontracting.** Client agrees and acknowledges that Company shall have the authority to have subcontractors provide the Items and Services and Company's vendors and licensors shall have the authority to subcontract the services they provide to Company relative to the System and System Data. Client shall not permit any subcontractor, service provider or third party other than those authorized by Company pursuant to the Agreement to access the System or System Data.
- f. Customizations.** While there is some configuration of the System that can occur, Client acknowledges that it will receive access to the same standard System to which Company, Affiliates and other third-party practices receive access. If Client requests Customizations, Company shall have the sole discretion to determine whether such Customizations will be approved. In the event that Company agrees to provide such Customizations, at Company's full discretion, Client may be responsible for 100% of the costs of such Customizations and all future additional costs resulting from the Customization, the details of which will be addressed in a separate Statement of Work. Such Customization requests made by Client must be made in writing.
- g. Updates.** During the Term of the Agreement, Company shall make available any Updates that Epic Corporation or third party vendors release and Company chooses to deploy for the System. Subject to the foregoing, Updates released by vendors (including Epic Corporation) to Company as part of a vendor's standard maintenance and support plan may be made available to Client in consideration of Client's payment of the Support Fee, to the extent that Company chooses to deploy such Updates on the System and the vendors do not require payment from Company in connection with such Updates. Updates released by vendors outside of a vendor's standard maintenance and support

plan, such as new modules and add-ons, may not be available to Client without the payment of additional license, maintenance and/or support fees, to the extent the vendors require payment from Company in connection with such items. Company shall retain ultimate discretion and control over determining which Updates will be deployed for the System and the schedule for implementation of such Updates. All Updates deployed by Company will be considered part of the System, under and subject to the license and other provisions of this Agreement, together with any additional license terms and restrictions that may be imposed by the relevant vendors (including Epic Corporation) for such Updates.

- h. Data Conversion.** Company shall assist Client in the design, planning and implementation of a limited data conversion from Client's legacy system to the Client Service Area, as described in Exhibit 2.A.

Article 3: CLIENT RESPONSIBILITIES

- a. Client Equipment.**

- i. Client shall be solely responsible for ensuring that it has the necessary Client Equipment needed for Access. In addition, Client shall be solely responsible for its arrangements and selections of the Client Equipment and vendors providing such Client Equipment needed for Access. Client acknowledges that Company will only provide specifications to Client for the Client Equipment in accordance with the Company and Epic standards, and Company does not make any representations or warranties or recommendations with respect to the Client Equipment or any vendor providing such Client Equipment. Client and the Users shall only attempt to Access or use the System through Client Equipment or methodologies approved by Company in accordance with the Company Policies.
 - ii. From time to time during the Term of this Agreement, Company or its licensors (including Epic Corporation) may announce modified and/or additional technology requirements. Client acknowledges that Company does not have any control over the timing or scope of any Client Equipment changes that may be dictated by Epic Corporation or any other third party vendor, but will notify Client following Company becoming aware of such changes. Client shall be responsible for promptly procuring and installing all Client Equipment (including procuring maintenance and support plans, where applicable) required to meet such announced requirements, at Client's sole expense.
 - iii. In no event shall Company be liable if Client cannot Access the System relating to the Client Equipment or if errors occur because of issues relating to the Client Equipment.

- b. **User Management.** Client may only allow Access by Users. The selection and/or modification of Users shall be the sole responsibility of Client, and Client shall be solely responsible for any and all acts and or omissions of all Users and their compliance with all of the terms of this Agreement. Unless otherwise agreed to by the Company, Client shall send to Company daily automated files in a format mutually agreed upon by Company and Client listing any new User or Former User of the Client so that, Company may manage such changes relative to Company's operations, the System and Company's obligation to its vendors or licensors. In addition, on a monthly basis, Client shall provide Company with a list, in a medium and format approved by Company, identifying all of the Users, identifying the Users by type and including any information required by Company to establish appropriate access for each User, and a written attestation that this list of active Users is accurate and up-to-date. By entering into this Agreement, Client attests that each User has executed the User Terms and Conditions in the form attached hereto and incorporated by reference as Exhibit 6. Client shall require each User to execute the User Terms and Conditions before Client allows or requests Access by a User, maintain copies of such executed User Terms and Conditions, and provide a copy of each executed User Terms and Conditions to Company upon Company's request. Notwithstanding the foregoing, Company shall have the right to reject a User and/or immediately suspend or terminate such User's access to the System or receipt of any Products and Services, as described in Article 2, in the event Company determines that such User has breached any of the terms or conditions set forth in this Agreement. Client shall ensure that any User that is rejected, or whose Access is suspended or terminated by Client or Company pursuant to this Agreement does not Access or use the System or otherwise receive any Items and Services until such time Company has reinstated such User's access.
- c. **Former User.** In the event any individual who is a User leaves or is otherwise no longer affiliated with Client (each, a "**Former User**"), Client will notify Company immediately, but in no event later than twenty-four (24) hours of such event. Without limiting any other provision of this Agreement, Client shall be responsible for any and all acts or omissions and liability resulting from any access to and use of the System and System Data by any Former User following such event until such time as Company is able to implement termination of Former User's access, which shall be within three (3) business day of such event. Client acknowledges that Company requires at least three (3) business day prior written notice in order to terminate any Former User's access rights
- d. **Compliance.** Client shall, at all times, cause the Users to Access the System and

System Data strictly in accordance with the Documentation and Company policies. Client represents and warrants (i) that neither Client, its Users nor any of Client's owners, officers or managing employees are or have ever been suspended or excluded or otherwise ineligible to participate in the Medicare or Medicaid programs, or any other federal health care program, as defined at 42 U.S.C. § 1320a-7b(f) ("Federal Health Care Program"). In the event Client, its Users or any of its owners, officers or managing employees become suspended or excluded from participation in any Federal Health Care Program, Client shall promptly notify Company, and Company may terminate this Agreement immediately without penalty pursuant to Section 18(b). At all times, Users who are licensed to provide medicine or other services requiring licensure shall maintain an unrestricted, unsuspended and unrevoked license to practice medicine or their applicable profession in the state in which such User practices, including as applicable California, and be qualified to participate in Medicare and the Medicaid program of California.

e. Access to Data, Client and Users.

- i. Subject to the terms and conditions of this Agreement, the Company Policies and Applicable Law, Client hereby permits Company to access, use and disclose the Client Data (including, without limitation, individually identifiable health information) to fulfill Company's obligations under this Agreement, or any other agreements as a business associate of Client and/or for the purposes set forth in Article 2(c)(i), Products and Services, System Access, when Company has a patient in common with Client or as otherwise permitted under HIPAA.
- ii. Client shall immediately notify Company of any suspected or actual unauthorized access, use or disclosure of the System or System Data in order for Company to coordinate the investigation, provide general oversight of breaches of System Data and satisfy any legal or contractual reporting obligations Company may have solely with regard to Company Data. Client shall cooperate and provide all requested information to Company regarding any suspected or actual unauthorized access, use or disclosure of the System or System Data.

- f. Governance Structure.** Client will maintain an internal governance structure appropriate to Client's size and resources to oversee its Users' Access of the System. Client may have access to representation on certain Company Care

Connect committees and such other rights as outlined in the Governance Charter. Company shall provide Governance Structure and committee structure within 30 days of contract execution.

- g. **Training.** Client shall participate in applicable training programs provided by Company and/or its vendors or licensors, on behalf of Company, related to the System. All Users will be required to comply with any System training requirements set forth in the Company Policies. If Client desires additional training above and beyond the training required by Company, such additional training will be provided pursuant to a Statement of Work, subject to availability, and Client shall be responsible for any Fees set forth in the Statement of Work.
- h. **Ownership of the System.** Except for the rights granted to Client under this Agreement, all right, title and interest to the (i) System; (ii) all components thereof (including, without limitation, the Ancillary Products and Epic); (iii) other software applications used by Company to provide the System; (iv) the Documentation; and (v) any other information, software, or materials provided to Client by Company under this Agreement, including all intellectual property rights therein, and any copy, modification, revision, enhancement, adaptation, translation or derivative work of or created by the foregoing, shall, at all times, remain solely with Company, Epic Corporation and/or Company's other applicable licensors and vendors. Client shall reproduce all copyright and trademark notices appearing on all copies of the Documentation or third-party software.
- i. **Restrictions.** Client will not, and will ensure that any Users will not:

 - i. Copy or duplicate, by any means, the System, Documentation, or any part thereof (including computer screenshots unless for the purposes for training Users), except as expressly permitted under this Agreement;
 - ii. Reverse-engineer, de-compile, disassemble or otherwise attempt to learn or derive the source code, structure, algorithms or ideas underlying the System, Documentation or any part thereof;
 - iii. Modify, adapt, translate or create derivative works based on the System, Documentation or any part thereof;
 - iv. Remove, obscure or modify any markings or notice of proprietary rights of Company, Epic Corporation, or any other licensor or vendor of Epic Corporation or Company from any media, user interface, and component of

the System or Documentation provided pursuant to this Agreement;

- v. Cause or permit the use of the System by any third party unless authorized by Company pursuant to, or permit any third party to take any action restricted by, this Agreement;
- vi. Share or disclose usernames, passwords or any unique identifiers and information needed to access the System and/or the System Data;
- vii. Use the System or any of its components on any computer other than a platform designated by Company or to do anything that would nullify or avoid any limitations on use of the System and/or the System Data;
- viii. Permit anyone to use the System without first assigning a username and password for such User and requiring such User to at all times use the System with such assigned username and password;
- ix. Allow any person other than the applicable User to use the User's assigned username and password;
- x. Sell, sublicense, timeshare, lease, rent, provide service bureau or subscription services or otherwise transfer System, System Data, or any part thereof, unless expressly authorized elsewhere in this Agreement or as required by applicable law or regulation;
- xi. Take any action that would limit or restrict the use, compatibility or interoperability of the System; and/or
- xii. Utilize the System and/or any System Data that is not Client Data to compare or conduct any data analytics on other health care providers or Users connected to the System without such health care providers' or Users' express prior written consent in compliance with Applicable Law.
- xiii. Share the terms and conditions of, or exhibits to, this agreement except to the extent required by applicable law.
- xiv. Notwithstanding the foregoing, Client acknowledges that company has no intent to, and nothing in this Agreement is intended to, interfere with, prevent, or materially discourage access, exchange, or use of electronic

health information (as defined in the Information Blocking Rules or 42 USC §300jj-51) by Client or any User.

- j. **Corrective Action.** As required by Company, Client shall take corrective action regarding any User who acts in violation of this Agreement or the Company Policies, including suspension or termination of such User's access.
- k. **Contact with Vendor.** Unless Client has an agreement directly with the applicable vendor(s) (such as with the Optional Ancillary Products), Company shall be Client's sole point of contact regarding any issue with the System or any component thereof. Neither Client nor the Users shall initiate contact with the Epic Corporation directly unless previously authorized to do so in writing by Company. In the event that Epic initiates contact with Client and Client responds, Client must notify Company within one (1) business day. With regard to the Optional Ancillary Products, Client shall address any issues regarding the functionality of the Optional Ancillary Product directly with the applicable vendor(s) after making note to the Company Service Desk.
- l. **Internal Costs.** Client is responsible for arranging for, and bearing the cost of, internal matters which include, but are not limited to: (i) marketing or research costs; (ii) costs for monitoring privacy and security associated with Client's use of the System, the Client Data and the System Data and development of Client's corresponding policies and procedures; (iii) all things necessary for Access; (iv) any applicable taxes Client incurs on any Items and Services donated by Company; v) data conversion costs, beyond the scope described in Exhibit 2.A, and data archiving costs (vi) Client's costs related to maintaining archive records, including without limitation, its costs related to backing up such records and acting as record custodian; and (vii) maintaining Client's compliance with the HIPAA Rules and other Applicable Laws.
- m. **Representations by Client.** Client represents, warrants and covenants the following:
 - i. Neither Client nor any of its Users have conditioned the continued practice of doing business with Company upon the receipt of Access.
 - ii. Client will only use the System in connection with Client's operation of its professional medical practice to provide care to patients consistent with Applicable Law and not utilize the System to conduct any business unrelated to the provision of health care services or reporting on such

health care services.

- iii. Client will, at all times, make the System accessible to Company and other health providers for the purpose of sharing information of Client's patients for treatment purposes (as that term is defined in the HIPAA Privacy Rules at 45 C.F.R. §164.501) and to the extent otherwise permitted by Applicable Law.
- iv. Client does not and will not license software to health care facilities or any other potential competitor of Epic Corporation.
- v. Client will be a good steward of the System and will not utilize the System or the System Data in a manner that is not intended by this Agreement.
- vi. Client will not issue any press releases about the System without prior written permission from Company. Client will not use the name of Epic Corporation or its products or services, including without limitation in any commercial advertisement or press release, to imply an endorsement or sponsorship of Client by Epic Corporation. Notwithstanding the foregoing, the parties acknowledge that Client is a governmental entity under laws of the State of California, subject to various open meeting and public records laws and regulations, including but not limited to the California Public Records Act and the Brown Act, and nothing herein shall be construed to limit the Client's ability to disclose information as required by law. Nothing herein shall impose any restriction with respect to political speech by Alameda County's elected officials.
- vii. Client shall be responsible for procuring and installing the Client Equipment in accordance with the Company Policies, and Company disclaims any and all liability for Client's failure to maintain and operate the Client Equipment in accordance with the Company Policies.
- viii. Client shall assume all responsibility and liability as between Company and Client with respect to the use of and access to information through the System by Client, Users and any other person who may access the System from or via Client.
- ix. Client shall not, and shall ensure that any User shall not, use or access or permit the System to be used or accessed (i) in violation of Applicable Law,

including without limitation any export laws and regulations and any laws governing access to the System or the use, disclosure or security of patient medical records and other information and materials uploaded to or accessed through the System; or (ii) in ways that infringe the rights of others, or interfere with other users of the System or other networks. Such compliance shall include, without limitation, Client conducting regular audits concerning Client and Users' Access and use of the System and uses and disclosures of health information and Client implementing written privacy and security policies and procedures and other safeguards consistent with HIPAA and applicable state laws. Client shall maintain security standards with respect to its Access and use of the System that are not less than the minimum security access standards set forth on Exhibit 5 Data Security) and that meet any additional security standards set forth in an applicable Statement of Work. Client is solely responsible for the implementation and maintenance of security relating to access to the System at Client. Client and Users shall only use and disclose information accessed or exchanged through the System in compliance with all laws, regulations, applicable ethical standards and the Documentation.

- n. **Business Continuity.** Client shall develop, maintain, and test internal business continuity and disaster recovery procedures (downtime procedures), in the event of unavailability of the System for any reason.
- o. **Client's Promotion of the System.** Client shall not promote or offer the System to any independent physician practices or other independent health care providers. This provision does not prohibit Client from using contract nurses or locum tenens providers within Client managed or operated departments to use Epic.
- p. **Cooperation with Audits.** Client agrees that Company or its third-party designee may, but is not obligated to, monitor and audit access to, and activity in, the System by Client and Users and audit Client's compliance with the requirements of this Agreement, including, but not limited to, related policies and standards. Any of Company's regulators shall have the same right upon request consistent with Applicable Laws. Client agrees to fully cooperate with Company's requests related to such audits and monitoring, including permitting Company and/or Company's vendors and licensors access to Client's records related to this Agreement during reasonable business hours, and in responding to any government investigations or audits related to the use of or access to the System and data stored therein. For example, Company may ask for, and Client shall provide, copies of Client's records

verifying treatment relationships and uses and/or disclosures of records for treatment purposes. Client agrees to comply with all reasonable recommendations that result from such audits and monitoring within reasonable timeframes. In the event Client fails to comply with such recommendations or cooperate with Company's auditing and monitoring requests to the reasonable satisfaction of Company within thirty (30) days of receiving written notice from Company, such failure shall be considered a material breach of this Agreement.

Article 4: COMPANY RESPONSIBILITIES.

a. **Access Management.** In addition to its other obligations set forth in this Agreement, Company shall be responsible for:

- i. Credentialing and authenticating Users based on the information provided by Client in accordance with Section 3(b);
- ii. Restricting Access of Users, as appropriate based on the information provided by Client in accordance with Sections 3(b) and (c);
- iii. Reporting and notifying all people/entities deemed necessary by Company of any unauthorized uses, accesses, disclosures and security incidents related to (1) Company Data as required by Applicable Law; and (2) the System as required by Epic, or any Ancillary Agreement;
- iv. Complying with requests from Client to change Access rights of Users to the extent appropriate based on User's role(s) at Client and to promptly add or delete Users in accordance with Sections 3(b) and (c); and
- v. Making available to Client the version of the System currently utilized by Company, including any tools developed within the System for Company's benefit but which have applicability to Client.

b. **System Availability.** Company will endeavor to maintain availability of the System for Access by Client on substantially the same basis that Company makes the System available to its internal users. Client acknowledges that from time to time, Company may take reasonable remedial measures to restore performance levels, including but not limited to, interrupting or isolating Client's Access to the System due to Scheduled Downtime necessary to maintain effective operation of the System, and Emergency Downtime required to correct problems or install emergency updates; provided that such unavailability is for no longer than necessary to achieve restoration of performance levels. Furthermore, Company does not control and shall have no responsibility or liability for unavailability of the System arising out of or resulting in whole or in part from a failure of the Client Equipment or Client's systems, network or facilities, any misuse or

unauthorized modification of the System or Client Equipment by Client, its personnel, or a Client's third party, disruptions to telecommunications systems or the Internet generally outside of Company's reasonable control, Force Majeure Events outside of Company's reasonable control, or other events or conditions outside of Company's reasonable control.

- c. **Company Contract Manager.** Company shall designate a person as its representative to serve as the contact person for Client for issues relating to this Agreement (which may be changed by Company upon written notice to Client, hereinafter "**Contract Manager**"). Should issues arise regarding the System or the Items and Services, Client should first work informally and in good faith with the Contract Manager designated by Company.

Article 5: FEES AND PAYMENT TERMS

- a. **Financial Terms.** Client shall pay Company the Fees in accordance with the payment terms set forth in Exhibit 10, Agreement Terms, Payment Terms and Pricing. Unless otherwise stated in Exhibit 10, Company must receive the Implementation Fees prior to the scheduled date of the Implementation Services. Client shall also pay Company the Support Fee and any other Fees outlined in Exhibit 10 in the time and manner requested by Company. The amount of the Support Fee and other Fees outlined in Exhibit 10 will be reviewed by Company annually. If the actual cost of providing the Items and Services increases, Company shall have the right to change the Fees that will be charged. Client shall also pay Company any Fees set forth in a Statement of Work as mutually agreed upon by the Parties, subject to any additional terms set forth in such Statement of Work. In addition, in the event that any new Ancillary Products are added to the System, Client may be charged additional Fees relating thereto. Company shall provide Client with advance notice and supporting documentation of any price increase or new Fee at least sixty (60) days prior to the date the price increase or new Fee will take effect. Notwithstanding the foregoing, the Fees set forth on Exhibit 10 are based on current costs to Company for the System provided to Client and its Users and may be modified at any time with advance notice to Client in the event of any Vendor, marketplace or Government Action affecting such Fee structure. Neither the Fees charged to Client under this Agreement, nor Client's eligibility to enter into this Agreement or either party's rights or obligations under this Agreement, were or will be determined in a manner that takes into account the volume or value of referrals or other business generated between the parties.
- b. **Invoices.** Company shall invoice Client for all Fees as they come due and Client shall pay all amounts in the time and manner requested by Company. All invoiced amounts are due and payable, within thirty (30) days after the date of an invoice or upon the scheduled date if payment is made by an approved electronic funds transfer ("**EFT**"). Client agrees that all one-time expenses and recurring fees shall be paid by Client in advance of the delivery of the applicable Products and Services.

- c. **Non-Payment.** In the event that Client fails to make timely, full payment of any amount due under this Agreement, Company may, in its sole discretion and option choose one or more of the following options: (i) suspend, in whole or in part, Client's Access to the System and System Data and suspend, in whole or in part, providing the Items and Services, until such payment is made, consistent with Applicable Law; (ii) immediately terminate the Agreement if such payment is not made within thirty (30) business days following such suspension; and/or (iv) terminate this Agreement in accordance with Section 18(b) without first suspending Access or the Items and Services.
- d. **Tax Consequences.** Client acknowledges that there may be tax consequences related to Client's receipt of any donation(s) from Company as described in this Agreement, including the possibility that such donation may constitute income to Client, and that Company may be required to issue Form 1099s to Client. Client agrees that Client is solely responsible for evaluating the tax consequences arising from this Agreement and to report and pay timely all applicable taxes, if any.

Article 6: TERM

The Agreement shall commence on the Effective Date and shall continue through the Initial Term. Upon the end of the Initial Term, the Agreement may be renewed for successive Renewal Term(s) upon mutual written agreement by authorized representatives of both parties, at minimum, nine (9) months prior to the end of the current term.

Article 7: CLINICAL PRODUCTS

- a. **Client Responsibilities.** The System is a sophisticated tool that can assist Client and Users in the practice of medicine, but it is not a substitute for competent human intervention and discretionary thinking. Therefore, Client and Users will be responsible for doing each of the following:
 - i. Entering information into the System and all of its components accurately and completely (including selecting correct patients in the System and entering correct demographic information on patients);
 - ii. Ensuring the Users use the System and all of its components appropriately;
 - iii. Promptly correcting any operating errors or data entry errors in the Client Data that Client or any User discovers or is informed of by another health care provider;
 - iv. Reading the information displayed by the System accurately and verifying the accuracy of the System Data, including without limitation, all patient information and critical outputs of the System, by following generally accepted standards of medical practice. The term "critical outputs" means outputs (including without limitation output in the form of data) that Client or Users know, or following

generally accepted standards of medical practice, should know have potential for negative impact on patient care;

- v. Confirming the accuracy of life-threatening information and critically important results that are accessed or stored through the System in the same manner that such information and results would be confirmed or verified if it were in paper form or as would otherwise be confirmed or verified if Users were using applicable standards of good medical practice. For example, User must verify allergies, current medications, relevant histories and problems with the patient and confirm questionable results (such as lab pathology or radiology results with the applicable department using applicable standards of good medical practice to no less a degree than if Users were using paper records);
- vi. Being vigilant in reporting to Company any program errors or suspected program errors discovered in the course of using the System or Documentation. Client and Users will report to Company within a reasonable period of time any discovered or reported problems with the System, any component thereof or the Documentation which have been discovered or reported by any of the Users. If Client or any of the Users are alerted to a problem that Users know or reasonably should know could adversely affect patient care, Client will use reasonable effort to promptly alert Company and all Users who could reasonably be affected by the problem;
- vii. Client and Users will perform reasonable testing of all critical areas in the System and all components in Client's environment before use and Client will not use the System or Client's environment until the Client has assured itself of its accuracy. Upon Client's request, as part of the Implementation Services, Company will or will have Epic Corporation assist Client relating to the performance of acceptance tests, including sharing templates for creation of scripts for testing, but Client will always be responsible for all final testing;
- viii. Using the System, System Data and all Documentation only in accordance with applicable standards of good clinical practice; and
- ix. Taking responsibility for any medical decisions or actions made by Client personnel or Users with respect to a patient's medical care and for determining the accuracy, completeness or appropriateness of any diagnostic, clinical or medical information provided to Client by the System resides solely with Client personnel and Users. Client and Users further acknowledge that the professional duty to the patient in providing health care services and for operating Client lies solely with Client and those health care professionals providing patient care and other services on behalf of Client.
- x. Obtaining any necessary consent for use of patient information, and complying with Applicable Law. Client and Users shall stay informed about the changes or

developments in clinical information or guidelines that may not be reflected in the System. WHEN SELECTING A NARRATIVE CONDITION OR CODED DIAGNOSIS OR PROCEDURE, CLIENT AND USERS MUST MAKE AN INDEPENDENT AND INFORMED JUDGMENT BASED UPON THE PATIENT'S CONDITION AND SYMPTOMS AND/OR A PHYSICIAN'S SUBMITTED DIAGNOSIS TO SELECT A CODE APPROPRIATE FOR THAT PATIENT. COMPANY SHALL NOT HAVE ANY OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY FAILURE OF CLIENT OR USERS TO EXERCISE SUCH PROFESSIONAL JUDGMENT.

Article 8: CONFIDENTIALITY AND PATIENT INFORMATION

a. Confidentiality.

- i. Both Parties are obligated to keep the Confidential Information confidential. Accordingly, Client shall ensure that the Users and that Client treats all Vendor Confidential Information as confidential and that neither Client nor the Users will disclose such Vendor Confidential Information to any third party (except as permitted or required by Applicable Law).
- ii. Each party shall keep, and shall require its directors, officers, employees, agents and representatives to keep, in confidence all Confidential Information of the other party and shall not use or disclose to any third party any of the other party's Confidential Information, except as specifically permitted in this Agreement or as required by law. In maintaining the confidentiality of the other party's Confidential Information, the receiving party shall at all times use the same degree of care that such party uses to protect its own confidential information, but in no event less than reasonable care. In addition, Client, and any of its directors, Users, physicians, officers, employees, agents and representatives, may not disclose publicly any results of any testing or benchmarking of the System, any component thereof, or of the Items and Services provided hereunder without Company's written consent, and such results shall be Confidential Information under this Section of the Agreement. Client shall limit access to Confidential Information to Users who must have access in order to make proper use of the System and the System Data in Client's operations. Client shall store all Confidential Information in a place reasonably believed to be secure.
- iii. Confidential Information excludes information which: (1) at the time of disclosure is or subsequently becomes generally available to the public through no fault or breach of this Agreement on the part of the receiving party; (2) is demonstrated by the receiving party to be known by the receiving party on a non-confidential basis at the time of the receipt of such information from the disclosing party; (3) is demonstrated by the receiving party to have been independently developed by personnel of the receiving party without the use of any of disclosing party's Confidential Information; (4) is rightfully obtained by the receiving party on a non-confidential basis from a third party who has the right to transfer and disclose it on

a non-confidential basis and did not receive such information from the receiving party, or (5) is not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.). The parties understand and acknowledge that the parties are public entities and subject to California Public Records Act, the Brown Act, or similar legal requirements regarding the accessibility and disclosure of records. Confidential Information also excludes individually identifiable health information which shall be governed by Section 9(b).

- b. **Individually Identifiable Health Information.** With respect to any individually identifiable health information, the parties agree to comply with the privacy and security requirements of HIPAA, the HITECH Act and all other federal and state privacy and security laws applicable to the exchange and use of the System Data, as amended from time to time. The parties shall only use and disclose individually identifiable health information as permitted or required by Applicable Law and subject to applicable terms of this Agreement including Section 2(c). The parties acknowledge that Company is a business associate of Client pursuant to this Agreement solely with regard to the provision of Items and Services hereunder, and the parties shall enter into a Business Associate Agreement, which is attached below as Exhibit 12, and incorporated into this Agreement by this reference.
- c. **Unauthorized Use, Access, or Disclosure.** In the event receiving party discovers, or suspects, unauthorized use of, access to, or disclosure of the disclosing party's Confidential Information (including, without limitation, the System or Vendor Confidential Information for which Company shall be considered the disclosing party), it shall immediately notify the disclosing party. Each party shall cooperate with the other party in mitigating any harmful effects of such unauthorized access or use, including, without limitation immediately discontinuing such unauthorized use, access or disclosure.

Article 9: LIMITATIONS; CLIENT DATA

- a. **Limitations.** In no event shall Company bear any responsibility for any errors or damages caused by or resulting from defects in the Client Equipment, input errors, or configuration of the System made by Client or Users, or the combination of any portion of the System with any software or equipment not provided by Company. Any modifications of the System by Client or its vendors or licensors of the System without prior approval by Company shall relieve Company of any and all obligations under this Agreement other those obligations which by their nature would continue beyond the termination on expiration of the Agreement.
- b. **Client Data.** CLIENT ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND INTEGRITY OF THE CLIENT DATA.

Article 10: OWNERSHIP RIGHTS

- a. **Intellectual Property.** This Agreement grants to neither Client nor any User any right, title, or interest in the System or any component thereof, except for the limited express use rights granted in Section 2(c). Client has the right to Access as provided in this Agreement. Company's applicable vendors and licensors retain all right, title and interest in and to the Vendor Materials, including any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential rights in or associated with the Vendor Materials. Client acknowledges and agrees that the Vendor Materials are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. If Client or Users acquire any rights to the Vendor Materials, the acquiring party hereby assigns all of those rights to Epic Corporation (for Epic Corporation and its related materials) or to the other applicable licensor and/or vendor of the Ancillary Product and its related materials. Client and its Users shall execute any further documentation needed to affect this transfer and confirm Company' applicable vendor's and/or licensor's ownership of the Vendor Materials. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.
- b. **Data.** Company is and shall be the sole and exclusive owner of the Company Data that is not Client Data and shall be the custodian of the System Data, in the aggregate. Client is and shall be the sole and exclusive owner of the Client Data. Subject to the confidentiality provisions set forth in Article 8, the Company Policies, and Applicable Law, Company hereby grants to Client the right to access, use and disclose the System Data (including, without limitation, individually identifiable health information) during the Term to solely to fulfill its obligations under this Agreement and for the purposes set forth in Article 2(c)(i). Further, in the event the Orderly Transition procedure set forth in Article 18(f) is implemented for any reason, Client grants Company and other health care providers connected to the System the right to continued and perpetual to use Client Data for treatment, healthcare operations and other purposes permitted by Applicable Law because the Client Data cannot be separated out from the System Data and other health care providers may have relied on such data.

Article 11: INDEMNITY [Not Applicable; see Additional Provisions section]

Article 12: REPRESENTATIONS, WARRANTIES AND LIMITATIONS

- a. **Compliance with Laws.** Each party covenants that it shall comply and cooperate with the other in its effort to comply, in all material respects, with all Applicable Law and with all professional and ethical requirements in connection with the fulfillment of its obligations under this Agreement, including, without limitation, the privacy and security requirements of HIPAA and the HITECH Act.
- b. **Design and Function.** The components of the System were designed to operate in a certain manner to produce a defined result and if Client would like the System to operate in a different manner or to achieve a different result, such differences do not represent

program errors or design defects. Client understands that neither Company nor any of its licensors or vendors warrant that the System, any component thereof or the System Data are free from error or that the System or any component thereof will always run in an uninterrupted fashion and that, due to the complex nature of computer software, certain errors may be virtually impossible to reproduce or correct.

c. **MIPS and Other Reporting Programs.** Client acknowledges that the System currently allows for reporting as required by CMS' Merit-based Incentive Payment System (known as "MIPS"). Client shall be solely responsible for providing the required reports (if any) to CMS. Further, Client shall be solely responsible for all aspects of ensuring that it is in compliance with MIPS and all other reporting programs, including, but not limited to, interpreting the applicability of the reporting program, registering to participate in the reporting program, and submitting reports to CMS or any other applicable entity. Client expressly understands and agrees that it shall be solely responsible for any payment adjustments and/or penalties imposed by CMS or other entities as a result of Client's failure to comply with the reporting requirements of MIPS or any other reporting program. In no event shall Company or its vendors or licensors be liable for any payment adjustments or penalties imposed on Client or any of its Users as a result of Client's failure to comply with the reporting requirements of MIPS or any other reporting program.

d. **HITECH Act/Meaningful Use.**

- i. The HITECH Act provides certain payments reductions for healthcare providers that, among other things, fail to adopt and meet interoperability requirements related to Certified EHR Technology (as that term currently is defined in the HITECH Act). An Authorized Certification Body (ONC-ACB), recognized by the Office of the National Coordinator for Health Information Technology has informed Epic Corporation that the November 2022 versions of EpicCare Ambulatory Base and EpicCare Inpatient Base electronic health record systems have been certified as complete EHR under the ONC-ACB certification program. In addition, Epic's November 2022 versions of Beacon Cancer Registry, Beaker Reportable Labs Reporting, Electronic Case Reporting and CPC+ Quality Reporting have also been certified by the ONC-ACB program. Client acknowledges that there is no commitment related to EpicCare meeting any future requirements to maintain it as a Certified EHR Technology.
- ii. CMS has implemented programs to promote Meaningful Use. In order to enable Client to participate in CMS' Meaningful Use programs, Client may compile periodic reports related to Client's use of the System as required to submit to CMS to necessary information to support Client's claim of Meaningful Use.
- iii. Client understands and agrees that the fact that it has been granted access to the System, has been trained on the use of the System and received reports hereunder does not guarantee that Client will be in compliance with applicable

Meaningful Use requirements. Client shall be solely responsible for all aspects of ensuring that it is in compliance with the Meaningful Use requirements (or any similar government program), including, but not limited to, interpreting the applicability of the Meaningful Use requirements, registering to participate in any incentive programs, ensuring that its use of the System complies with the Meaningful Use requirements, obtaining or conducting any necessary security assessments, attesting to its compliance with the Meaningful Use requirements and submitting reports to CMS or other agencies operating incentive programs. Client expressly understands and agrees that it shall be solely responsible for any lost incentive payments, payment adjustments and/or penalties imposed as a result of Client's failure to comply with the Meaningful Use requirements (or any similar government program). In no event shall Company or its vendors or licensors be liable for any lost incentive payments, payment adjustments or penalties imposed on Client or any of its Users as a result of Client's failure to comply with the Meaningful Use requirements (or any similar government program). It shall be Client's responsibility to maintain all records that support its claim of Meaningful Use or compliance with other similar programs. In the event that Client is audited by CMS (or any other entity) to determine whether it has complied with the Meaningful Use requirements (or any similar program), Company shall provide reasonable cooperation in providing documentation requested by Client or CMS, provided that Client covers all costs incurred by Company related thereto.

- e. **Electronic Health Information Exchanges.** Subject to the terms and conditions of this Agreement, Client hereby grants to Company a limited, nonexclusive, perpetual right to maintain Client Data maintained in the System and to submit Client Data to one or more HIEs selected by Company for use by other health care providers and health plans in compliance with the operating policies and procedures of such HIE, including the Alameda County Social Health Information Exchange (SHIE). Additionally, if Client desires to participate in additional HIEs not selected by Company ("Additional HIE(s)"), Client must have the Additional HIE(s) approved by Company in writing and enter into a separate agreement with such Additional HIE(s) whereby Client is responsible for all participation costs and fees. To the extent feasible and provided such transmission is consistent with Company's and System's security requirements, Company shall comply with transmitting Client Data to the Additional HIE(s); provided, however, if transmitting the Client Data to the Additional HIE(s) requires changes to the System, Client shall be responsible for 100% of the costs and expenses of the Customizations as set forth in Section 2(f) and provided that nothing in this Section shall require Company to engage in any practice that does not comply with Applicable Law.
- f. **System Warranty and Vendor Indemnification.** The System is made available subject to the terms of the Epic Agreement and Ancillary Agreements, including applicable licensing terms, and is warranted (if at all) only as expressly provided by Epic Corporation and the applicable vendors to Company under the Epic Agreement and Ancillary Agreements. This Agreement does not assign to Client any warranties made by Epic Corporation or

any other vendor, and Company does not make any direct representations or warranties to Client in connection with the System. Notwithstanding the foregoing, to the extent applicable, Company shall use commercially reasonable efforts to enforce any warranties relating to the System made by Epic Corporation or another vendor to Company for the benefit of both Company and Client. Additionally, the parties acknowledge that Epic Corporation and some other vendors commit to provide indemnification under the Epic Agreement and Ancillary Agreements for third party claims of intellectual property infringement to both Company and its sublicensees. Company shall use commercially reasonable efforts to enforce such indemnification obligations of Epic Corporation and other vendors under the Epic Agreement and Ancillary Agreements for the benefit of both Company and Client.

- g. **Disclaimer of Warranty.** COMPANY HAS NOT MADE, AND CLIENT HAS NOT RECEIVED, ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS EXCEPT THOSE CONTAINED IN THIS AGREEMENT. EXCEPT FOR WARRANTIES CONTAINED IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS, AND DISCLAIMS ON BEHALF OF ALL OF ITS LICENSORS AND VENDORS, ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND WITH REGARD TO THE SYSTEM, ANY COMPONENT THEREOF, SYSTEM DATA, DOCUMENTATION, ANCILLARY PRODUCTS, VENDOR MATERIALS, ANY OF THE ITEMS AND SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER OR OTHERWISE USED IN CONNECTION WITH SUCH SYSTEM OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT OR THOSE ARISING OR DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. COMPANY AND ITS VENDORS AND LICENSORS DO NOT WARRANT THAT THE SYSTEM, ANY COMPONENT THEREOF, DOCUMENTATION, ANCILLARY PRODUCTS, VENDOR MATERIALS, ANY OF THE ITEMS OR SERVICES OR ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER OR OTHERWISE USED IN CONNECTION WITH SUCH SYSTEM OR THIS AGREEMENT, WILL SATISFY CLIENT'S OR ITS USERS' REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED.
- h. **Limitation of Liability.** CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, LOSS OF GOODWILL, LOSS OF BUSINESS, DATA LOSS, THE COST OF SUBSTITUTE SOFTWARE, OR OTHER LOSSES, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE OR THE PERFORMANCE OR NON PERFORMANCE OF THE SYSTEM, SYSTEM DATA, THE ITEMS AND SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH SUCH SYSTEM OR THIS AGREEMENT OR THE CLIENT EQUIPMENT, REGARDLESS OF WHETHER HOSPITAL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER SUCH LIABILITY

IS BASED IN CONTRACT, TORT, OR OTHERWISE REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, OR OTHERWISE. CLIENT UNDERSTANDS THAT EPIC CORPORATION IS THE PROVIDER OF EPIC AND THAT OTHER VENDORS PROVIDE THE ANCILLARY PRODUCTS.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE ACTIONS OR INACTIONS OF EPIC CORPORATION OR ANY OTHER THIRD-PARTY VENDOR. COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, LICENSORS OR SUPPLIERS AGGREGATE LIABILITY TO CLIENT FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE ITEMS OR SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO THE FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

- i. **Timing Of Claims.** NOTWITHSTANDING ANY APPLICABLE STATUTE OF LIMITATION UNDER APPLICABLE LAW, CLIENT AGREES THAT IT SHALL NOT BE PERMITTED TO INSTITUTE ANY ACTION AGAINST COMPANY OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

Article 13: INSURANCE OBLIGATIONS

Client shall carry and maintain professional liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate, insuring against any claims for personal injuries or deaths from the acts or failures to act of any or all of its employees under this Agreement. The insurance shall provide coverage for incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement, as well as those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Client shall also carry and maintain comprehensive general liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate. Client shall carry and maintain cyber liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate. Client is required to maintain such insurance coverage issued by insurers maintaining a minimum A.M. Best rating of A-X or better, or if such ratings are no longer available, a comparable rating from a recognized insurance rating agency. All policies must contain a waiver of all rights of subrogation against Company and designate Company as an additional insured. The minimum amounts of insurance coverage required shall not be construed to create a limit on Client's liability with respect to its indemnification obligations under this Agreement. Client shall maintain such coverage for the duration of this Agreement and if the policy is claims-made, for two (2) years thereafter. Client shall provide certificates of insurance to Company upon Company's request. Client shall notify Company within ten (10) days of any notice of cancellation, or non-renewal of or material adverse change in its insurance coverage.

Article 14: REQUESTS FOR DOCUMENTS OR SYSTEM DATA

- a. **Generally.** In the event that Client or any User is requested to provide documentation or System Data that is not Client Data related to a patient, regardless of whether the request is from the patient directly or indirectly, a third-party payor, a governmental agency or pursuant to a subpoena or other court order, any such documentation or System Data that is not Client Data shall be produced in accordance with the Company Policies and instructions provided by Company and in accordance with the terms hereunder including Article 3(i), Client Responsibilities, Restrictions. Further, Client may only provide Client Data, provided that this Agreement does not restrict Client from providing additional System Data as required to comply with Applicable Law. Except for disclosures required to comply with Applicable Law or as otherwise expressly permitted herein, in no event shall Client produce any Company Data that is not Client Data or Other Data without first contacting Company and obtaining its written consent to the disclosure. The Parties acknowledge that Company Data and Other Data may become part of a Designated Record Set (as defined by HIPAA) maintained by Client. Further Client Data may become part of a Designated Record Set maintained by Company or other users of the System. Nothing in this Agreement shall restrict uses or disclosures of Designated Record Sets or other System Data required by law.

- b. **Subpoenas.** In the event that Client or any User is served with a subpoena or other court order relating to Client's or Users' access to or use of the System or the System Data that is not Client Data that does not involve a specific patient(s) as set forth in Section 14(a) (such subpoenas to be governed by Section 14(a)), Client shall immediately notify Company, to the extent permitted under applicable law, regulation, or court order. Client shall allow Company to control the response to such subpoena or court order to the extent permitted by law, and Client will reasonably cooperate with Company in the response and any subsequent action.

Article 15: THIRD PARTY BENEFICIARIES

Except as provided in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of the parties and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

Article 16: NOTICES [Not Applicable; see Section 13, Notices, of the General Terms and Conditions]

Article 17: NON-SOLICITATION

- a. **Non-Solicitation.** Client agrees that during the Term of this Agreement, and for a period of twelve (12) months thereafter, Client will not directly or indirectly solicit for employment any Company personnel who performed work hereunder without the

express written consent of Company. Notwithstanding the foregoing, Client will not be deemed to have breached this Section by (i) hiring personnel of Company who responds to generally placed help-wanted advertisements or job postings; or (ii) hiring personnel of Company who has been terminated or notified of a pending termination by Company.

Article 18: TERMINATION

a. **Immediate Suspension and Possible Termination by Company.** Company shall have the right to immediately suspend Client's or any User's Access to the Items and Services by written notice to Client upon the occurrence of any of the following events and further, may terminate this Agreement in its entirety or terminate the participation of any User immediately if Client does not cure the event and provide Company reasonable assurances of future compliance within ten (10) days of such written notice:

- i. Client or any of the Users Access or permit Access to any portion of the System or the System Data in violation of this Agreement;
- ii. Client or any User materially breaches any of the obligations under this Agreement, including failure to pay Fees when owed; and/or
- iii. Client or any User violates the Policies.

In the event of any such default of this Agreement or Policies by any User, Company may, at its option and in its sole discretion, choose to terminate either the entire Agreement or only the participation of a User to whom a default is attributable.

b. **Immediate Termination by Company.** Company shall have the right to terminate this Agreement in its entirety or terminate the Access and participation of any User immediately by written notice to Client in the event:

- i. The Epic Agreement is terminated for any reason;
- ii. Any of the Ancillary Agreements are terminated for any reason and in such event, Company shall have the option to only terminate Client's and the Users' ability to Access the applicable Ancillary Product or, if such termination materially impacts Company's ability to provide the System as reasonably determined by Company, to terminate this entire Agreement;
- iii. A Government Action occurs and the parties are unable to develop a mutually agreeable amendment to the Agreement within sixty (60) days that would cure such Government Action;
- iv. Client's facility(ies) is damaged or suffers loss by reason of casualty and Client elects not to repair or restore such facility;

- v. Any license of Client that is required for Client's operation is revoked or terminated, including, but not limited to, Client's license to provide care to patients is revoked or is otherwise terminated or any representation in Section 3(d) cease to be true; or
 - vi. Any license of a User necessary for the provision of health care is revoked or terminated, including, but not limited to, a User's license to practice medicine is revoked or otherwise terminated.
- c. **Bankruptcy or Change of Control.** Either party shall have the right to terminate this Agreement in its entirety immediately upon written notice in the event of any filing of any bankruptcy or reorganization by or against the other party. Either party may also terminate this Agreement in the event of the consummation of a reorganization, merger or consolidation, acquisition or substantial change in control or the sale or other disposition of substantially all of the assets of the other party upon ninety (90) days' prior written notice. The parties shall comply with the orderly transition procedures set forth in Section 18(g) below. A substantial change of control for this purpose shall mean a transfer of governing control of its ultimate governing body by voting rights exceeding fifty percent (50%) of the voting authority on such body.
- d. **Termination for Cause.** In the event of dispute, Client shall follow the escalation process as outlined in Article 19, Dispute Resolution. If the escalation process is unable to resolve the issue, Client shall provide Company with written notice of any material default in the performance of any of Company's obligations under this Agreement. Within thirty (30) days of receiving notice of the material default, Company shall develop a remedial plan to rectify the default. Client may terminate this Agreement in the event that Company fails to develop and implement a remedial plan within thirty (30) days of receiving notice of the material default. In addition, Client may terminate this Agreement in the event that a material default remains uncured for more than ninety (90) days after Client gives written notice of such default to Company, unless such material default is incapable of being cured within such ninety (90) day period. Where a material default is incapable of being cured within such ninety (90) day period, Client may not terminate this Agreement for cause for an additional ninety (90) day period so long as Company is working to rectify the default in accordance with a remedial plan.
- e. **Effect of Termination.**
 - i. Upon termination or expiration of this Agreement, or an individual User's participation under this Agreement, neither party, nor the User, as applicable, shall have any further rights or obligations hereunder, except for obligations accruing prior to the date of termination or specifically required to survive termination of this Agreement, including without limitation subsection (f) Orderly Transition.

- ii. If Company terminates the Agreement pursuant to Section 18(a)-(c), Termination, then Client shall pay Company, in full at the time of termination, any and all remaining payments for Implementation Services provided prior to the effective date of said termination, as well as all costs incurred by Company in establishing connectivity between Company and Client.
 - iii. In the event of termination of this Agreement in its entirety for any reason and following the completion of the Orderly Transition as provided in subsection (f) below, Client will cease using the System, pay all Fees that were incurred prior to termination, and destroy or return all copies, extracts, or any other materials containing Confidential Information (excluding Client Data as provided under subsection (f) Orderly Transition), Vendor Documentation, and Documentation. Regardless of whether it returns or destroys such information and materials, Client shall purge its computer systems of all Confidential Information excluding Client Data as provided under subsection (f) Orderly Transition) and Documentation. Client shall certify in writing that it has complied with the obligations of this Section 18(f) within thirty (30) days after termination or expiration of this Agreement. Notwithstanding the foregoing, the System will continue to maintain and use copies of all information inputted by Client to the extent required or permitted by Applicable Law, including as needed to provide the System to other users.
 - iv. Notwithstanding subsections (a) through (e)(i)-(iii) above, the termination provisions provided in the Business Associate Agreements at Exhibit E and Exhibit E.1, respectively, shall control and govern.
- f. **Orderly Transition.** Upon termination or expiration of this Agreement for any reason, Client shall have the option to continue Services as needed during a transition period (the "Transition Period") in order to facilitate business and operations continuity and the transition of the Services to an alternate service provider. During the Transition Period;
- i. Client shall promptly proceed in an expedient manner to secure, implement and transition to a replacement EMR;
 - ii. Company will cooperate with Client in a prompt and orderly transition, including providing continued Access to and use of the System to the same extent as before the termination and working with its necessary vendors and licensors to provide Client with an electronic copy of the Client Data and other System Data concerning patients of Client, in a standard electronic format, and
 - iii. Client will continue to pay Annual Support Fees through the Transition Period at the, then current, rate as defined in Exhibit 10.
 - iv. Client will pay Company, in advance, reasonable fees for any services (including any costs incurred in providing the aforementioned electronic copy of the Client Data and other System Data concerning patients of Client, provided that Company

shall not charge any fees described at 45 CFR §171.302(b)(1-3)), that Company performs for Client during such period at the rates set forth in Exhibit 10. Any advance payment shall be made upon Company's reasonable estimate of the actual fees to be incurred. If the estimated fees paid by Client are determined by Company to be insufficient for the actual services to be rendered, Company shall so notify Client and Client shall make additional advanced payments to Company in the amounts reasonably estimated by Company. Upon completion of services, Company shall refund to Client any amounts paid in advance by Client for the transition services that exceed the fees for transition services actually provided to Client by Company or Client shall pay Company an amount equal to the fees for transition services that exceed the amounts paid in advance by Client.

- v. Except as expressly set forth in this Section, Company is relieved of its obligation to provide Products and Services to Client immediately upon termination or expiration of this Agreement. The terms of this Agreement will remain in force for the duration of Company providing transition services to Client. Client acknowledges and agrees the Transition Period will not exceed twelve (12) months (Maximum Transition Period) and that such services depend on Client's cooperation with Company and compliance with the terms of this Section.
- vi. Notwithstanding the foregoing, in the event Client fails to proceed in an expedient manner to secure, implement and transition to a replacement EMR system or to otherwise comply with this Section, Company's obligations shall be limited to providing Client with a copy of Client Data (at the address set forth in Section 16 for notices) in a generally accepted industry standard form and format consistent with Certified EHR Technology and System's capabilities, and Client acknowledges and agrees that Company shall have no further obligations to provide or otherwise make Patient Data available to Client through the System.

Article 19: DISPUTE RESOLUTION

- a. **Normal Course Escalation.** The Parties will make good faith efforts to resolve disputes through staff-level working sessions. All non-emergent disputes will be initially addressed by Company and Client designated Program Managers, or equivalent, though in-person, video or teleconference meetings. If parties do or can not come to a mutually agreeable resolution within ten (10) business days, the Parties shall escalate the dispute to appropriate Company VP and Client equivalent. If these representatives cannot resolve the dispute within ten (10) business days, the dispute shall escalate to Negotiation as defined in Section 19(b).
- b. **Negotiation.** In the event a dispute arises between the parties which is not resolved in the normal course, either party may invoke the procedure set forth in this Section. Within ten (10) business days of a party's receipt of the other party's written notification that it wishes to invoke the procedures set forth in this Section, the parties' designated representatives shall meet, either in person or via video or teleconference

- to resolve the dispute; if these representatives cannot resolve the dispute at this meeting, within 10 (10) business days of their meeting, Client's Chief Information Officer ("CIO") or designated senior executive and Company's CIO or his/her designee, shall meet to attempt to resolve the dispute; if these individuals cannot resolve the dispute at their meeting, within 10 (10) business days of their meeting, Client's Chief Executive Officer and Company's Chief Executive Officer or his/her designee shall meet to attempt to resolve the dispute.
- c. **Mediation.** If the dispute cannot be resolved pursuant to Section 19(b), the parties agree first to try in good faith to settle the dispute by mediation administered by the Judicial Arbitration and Mediation Services ("JAMS") under its dispute resolution service. Such mediation shall be conducted in Oakland, California. The parties shall equally split the cost of the mediation, though each party will be responsible for its own attorneys' fees.
- d. **Arbitration.** This section is intentionally left blank.
- e. **Judicial Enforcement, Injunction and Specific Performance.** Company shall have the right to enforce and protect, by judicial process, Company's rights and obligations related to the System, System Data and Confidential Information, as well as to collect any amounts owed to Company under this Agreement. Company shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement relating to the System, System Data and Confidential Information. Client acknowledges that any failure to comply with the requirements of this Agreement relating to the System, System Data and Confidential Information will cause Company irreparable injury, and Company shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements.
- f. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding all choice of law provisions. In the event that any proceedings relating to the subject matter hereof are brought (including an appeal from any arbitration decision), they shall be exclusively brought and maintained exclusively in the state courts situated in Alameda County, California or Federal courts situated in Alameda County, California, and the appellate courts with jurisdiction over such situated courts, and each of the parties hereby consents to such exclusive personal jurisdiction and exclusive venue therein and hereby waives any right to object to such personal jurisdiction or venue.

Article 20: GENERAL

Each party's status in all matters pursuant to this Agreement shall be that of an independent contractor and not an agent of the other. The recitals are incorporated herein and made a part of this Agreement. This Agreement shall not be modified or amended except by a written instrument executed by authorized representatives of both parties. No waiver by a

party of any breach of this Agreement or waiver of any other provision hereunder shall be deemed to be a waiver of any other breach or provision. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non- defaulting party under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof. Neither party shall assign the Agreement without obtaining the prior written consent of an authorized representative of the other party. Any attempted assignment or delegation without the other party's prior written consent shall be void and of no effect. Company shall not be liable for failure to perform under this Agreement if such failure is due to any cause beyond its reasonable control, including, but not limited to, acts of God, civil disturbances or labor disputes, embargo, riots, acts of war or terrorism, fires, material shortages, industrial disturbance, any mass viral, bacterial, or other microbial or biologic outbreak, including an epidemic or pandemic, communication line failures, power surges or power failures, malfunctioning communication lines of its vendors or licensors (a "**Force Majeure Event**"). The provisions of Articles/Sections 5 (as it relates to any outstanding fees at the time of termination), 7(b), 8, 9, 10, 11, 12(h), 12(i), 12(j), 13, 14, 15, 17, 18, 19 and 20 shall survive expiration or termination of this Agreement. This Agreement may be executed by exchange of electronic copies of the Agreement and in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement among the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. By signing below, the signatory warrants and represents that signatory executed this Agreement in signatory's authorized capacity and that by signatory's signature on this Agreement, signatory or the entity upon behalf of which signatory acted, executed this Agreement

Company

[CLIENT NAME]

By DocuSigned by:
James Jackson
3F24F4AE9E624C2...

By DocuSigned by:
Colleen
CB284AE84C50405...

Printed: James Jackson

Printed: Colleen Chawla

Title: Chief Executive Officer

Title: Health Care Services Agency Director

Date: 9/27/2023

Date: 9/28/2023

EXHIBIT 1: Product List

In-scope Applications

EMR: Epic & 3rd Party SW	Description
VENDOR	FUNCTIONALITY / PRODUCT
Clinical Apps	
<i>Epic EMR - Ambulatory</i>	<i>Ambulatory EMR</i>
<i>Intersystems</i>	<i>Database Management System Platform for Epic</i>
<i>IMO</i>	<i>Clinical Terminology (incl. SNOMED)</i>
<i>Sourcebook of Med Illustrations</i>	<i>Medical Illustrations</i>
Syngo Viewer	Radiology PACS (view only)
SureScripts	E-Prescribing and e-Prescribing for Controlled Substance (EPCS)
First Data Bank (FDB)	Drug Formulary
Doximity	Telehealth Integration
UptoDate	Med Reference
Patient Management	
<i>Epic Cadence</i>	<i>Scheduling</i>
<i>Epic Prelude (Provider)</i>	<i>Registration</i>
Artera	Unified Patient Communication Portal (e.g. appt reminders)
Change Healthcare	Real Time Eligibility and Address Verification
Patient Engagement	
<i>Epic Lucy PHR</i>	<i>Patient Health Record</i>
<i>Epic MyChart</i>	<i>Patient Portal</i>
Elsevier	Learning Management System (Patient Education only)
Health Info Management	
<i>Epic HIM</i>	<i>Chart Tracking & Release Of Information</i>
<i>Epic Identity</i>	<i>Enterprise Master Patient Index</i>
Hyland OnBase	Document Imaging Management System
Fluency Direct by 3M	Direct-to-Epic Dictation
RightFax	Enterprise Faxing Solution
Billing and Patient Accounting	
<i>Epic Resolute (Provider)</i>	<i>Provider Billing</i>
Change Healthcare	Electronic Claims and Claims Clearinghouse
Mobile/Remote Access and HIE	

<i>Epic Canto</i>	<i>Mobile App for iPad</i>
<i>Epic Care Everywhere</i>	<i>Medical record interoperability with other Epic organizations</i>
<i>Epic Haiku</i>	<i>Smartphone Access (iPhone and Android)</i>
Reporting & Registries	
<i>Epic Caboodle</i>	<i>Enterprise Data Warehouse</i>
<i>Epic Cogito</i>	<i>Toolkit - incl. Reporting Workbench, Clarity, Radar</i>
<i>Epic ELR</i>	<i>Electronic Lab Reporting - Reportable Disease Reporting</i>
<i>Epic Healthy Planet</i>	<i>Web Portal for Extending HP Pop Health to Outside Entities</i>
<i>Epic Pulse</i>	<i>Physician Performance Metrics</i>
Interfaces, Integration, Infrastructure	
<i>Epic Bridges</i>	<i>Interfaces</i>
Imprivata OneSign	Two-Factor Login Authentication
Imprivata ID for EPCS	Electronic Prescribing for Controlled Substances
SureScripts	Clinical Direct Messaging
CURES	Controlled Substance Utilization Review and Evaluation System - State PDMP
CAIR2	California Immunization Registry
Citrix	Citrix Xenapp
ServiceNow	ITSM Tool
Epic Compass Rose	Use of Compass Rose is limited to the exact design, implementation, features, workflows content in use by AHS with no modification for HCH. Any change requests from HCH for Compass Rose will result in a Statement of Work.
Reference Lab Interface	Company to provide an interface to either Quest or Labcorp. Reference lab provider must be named prior to start of implementation.

EXHIBIT 2: Implementation Services

I. Implementation Overview

Implementation will consist of

- a. System configuration, setup, and training materials based on current and in-use Epic Foundation and existing Company modifications.
- b. Infrastructure and recommendation of standards for end user device configurations as well as policy/procedure updates on Client side to support and maintain Epic Community Connect access.
- c. Testing to ensure delivery of working software. End user acceptance testing will be the responsibility of Client.
- d. Training and technical assistance to super users for Epic reporting through Company standard training program.
- e. Company's configuration of Epic technical environment required to support Client.
- f. Super User and initial, pre-live, End User training.
- g. Go-Live readiness and command center support. Client will be responsible for Technical Dress Rehearsal (TDR).
- h. On-site support (for first week after go-live) along with Practice Super Users
- i. Transition to support.

II. Implementation Services

- a. Client and Company agree to develop an implementation work plan within forty-five (45) days of the Effective Date of the Agreement.
- b. Implementation Services, include the following:
 - i. System setup including 3rd party systems and training materials including ITSM (IT Service Management) system and process.
 - ii. Assistance with design, planning and implementation of a limited data conversion, as defined in Exhibit 2.A. Client shall be solely responsible for the quality, accuracy and capability of their system to provide accurate and discrete data. Company at its sole discretion may not accept Client data if there is concern about the accuracy of such data.
 - iii. Consultation regarding a data retention and legacy system retirement strategy.
 - iv. System Testing.
 - v. Company's configuration of Epic technical environment required to support Client.
 - vi. Go live readiness and command center support.
 - vii. On-site support (for first week after go-live) along with Client super users.
 - viii. Transition to support

III. Optional Services*

- a. Additional On-Site Support (beyond implementation and 2nd week of go-live)
- b. Document management completed by HIM (fee for service)
- c. Establishing new departments or replicating departments if not completed in conjunction with initial Implementation Services

- d. Data retention and legacy system retirement services other than consultation regarding strategy.

* Optional Services are provided outside the Implementation Services and Support Services and shall be provided pursuant to a Statement of Work. Additionally, Optional Services may require Client to contract with selected third-party vendors upon terms and conditions agreed to by and between Client and such third-party vendors.

IV. Not Included

- a. Detailed Technical Assessment (Company will advise of minimum and recommended hardware and software standards).
- b. Client Computer Technology (hardware, wireless devices, software, printers, scanners, networks and support).
- c. Client Internet Connection (minimum and recommended bandwidth requirements will be provided).
- d. Services to Install or Manage Client Owned Hardware or Software
- e. Support for Electronic Signature Capture Devices.
- f. Business office operations support for Revenue Cycle. This may be considered at Clients request and solely at Companies discretion as a separate agreement.

V. Project Implementation Activities and Phases

The following is an initial implementation plan and project activities based on discussions of the parties. The overall project workflow schedule will be developed in more detail through project meetings and other related communications between Company and Client and will be adjusted as needed as the project progresses.

Phase	Activity
0	Contract Development
	Contract Signing
1	Discovery/ Workflow Analysis
	Workflow Validation
	Interface Analysis
	Conversion Analysis
	Reporting Gap Analysis
	Build
2	Testing (including clearinghouse testing)*
	Training Build
	CT (Credentialed Trainer) training and certification
	Cutover planning
	Go Live Readiness Assessment (GLRA) 60 day
3	End-User Training
	Scheduling Conversion

	Clinical Dress Rehearsal
	GLRA 30 day
	Technical Dress Rehearsal (including BCAs (Business Continuity Access)) **
	Go Live ***
4	Transition and Stabilization Period
5	Normal Support Begins

* All Client procurement of applicable third-party software and infrastructure must be completed by the end of the build timing or the beginning of Phase 1 (and, in correlation, the rest of the timeline) will be delayed until such procurement is complete.

* This timeline assumes that Client will not substantially deviate from Company workflow build. Any requested deviation from Company workflow by Client will be classified as a change and may affect the project implementation timeline. Costs incurred due to Client requested 'Changes' or scope alterations will be charged per Exhibit 10.

** Technical Dress Rehearsal (TDR) is the responsibility of the Client. Company will provide guidance and assistance to Client during the TDR.

*** Go Live is contingent upon Client's satisfactory resolution of any and all issues raised in the security risk assessment. Any delay in resolution of such issues will extend the Go Live date and the remainder of the schedule. Costs incurred due to delays or extensions caused by Client will be charged per terms in Exhibit 10.

VI. Detail of Phases

Phase 1: Workflow Walkthrough and Configuration

This Phase will consist of the following activities:

1. Assignment of staff for Company and Client as described in section VII
2. Assignment of members of Steering Committee from Company and Client
3. Assignment of key subject matter experts for each relevant clinical and administrative area for Client implementation
4. Creation and Review of Client workflows to assess difference from Company workflows
5. Standardization of Client workflows including access and utilization of end user devices
6. Validation of modified Client workflows to match Company workflows

This Phase will be complete when Workflows have been validated and the Agreement has been signed by Company and Client.

Configuration and build consist of the activities performed by Company Analysts to create or modify the Client Service Area to allow performance of tasks required to implement Client workflows. Proper functioning of the Build is confirmed during the Testing Phase including User Acceptance Testing. The Build phase will begin when the workflows have been validated. The Build

Phase will include configuring and making available to Client the Epic Program Property specified in Exhibit 1, the Required Third Party Software listed in Exhibit 1 as well as building the Interfaces.

Interfaces between the components of the Client Service Area and Client applications will be developed based on consultation between Client and Company. Interface specifications for Client systems will be provided by Client to Company's interface team.

Interfaces that have not previously been developed by Company staff may result in additional costs for Client. The additional costs will be included in the Change Request or Implementation Statement of Work as appropriate for the change required by the Client.

Deliverables for Phase 1:

- Project Charter
- Workflow Analysis, Review, and Validation Recommendations
- Project Schedule
- Project Meeting Schedule
- Project Status Reports
- Testing plan including User Acceptance Test Plan and Acceptance Criteria
- Go Live Planning Documentation (including rollout plan and cutover plan)
- Comprehensive and Complete System Build

Phase 2: User and System Readiness

This phase ensures that workflows and system features created or modified during the Build phase function as expected. The Testing phase includes User Acceptance Testing (UAT) designed by Company in conjunction with the Client. The UAT will ensure that all of the functionality required for the Client Service Area has been delivered. Company will provide the Client with a detailed test plan and acceptance checklist based on the mutually agreed upon UAT Plan. This UAT Plan checklist will be delivered to Client by Company as part of the Testing process. All UAT activities will take place in the Company Testing Lab.

The Company Testing Lead will conduct the UAT with Client staff assigned to participate in the UAT process. At the end of each test script, the Client will acknowledge that each script has been accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be addressed by Company. Multiple UAT sessions will be required to ensure that the Company Testing Lead and Client representative assigned to each test script have accepted all test scripts.

Deliverables for Phase 2:

- Project Schedule
- Project Meeting Schedule Updates
- Project Status Reports
- Testing plan including User Acceptance Test Plan and Acceptance Criteria

Phase 3: Training and Go-Live

The Training Plan attached hereto as Exhibit 5 defines the requirements and activities to occur during the Training Phase.

The Go Live Readiness Assessment (GLRA) will occur approximately 60 and 30 days from the initial go live period for the implementation. The GLRA provides Company and the Client to determine the technical, clinical, and administrative status of the Client Service Area and employees of each organization in terms of being able to accomplish a successful implementation of the system. Epic's GLRA checklist provides the Criteria for judging this status. By Go-Live, Company will have performed the Data Conversion activities specified on Exhibit 2.A. In addition to the GLRA, go live and cutover planning will occur to establish the activities required to accomplish a successful transition from legacy systems and processes to the Client Service Area systems and processes.

Deliverables for Phase 3:

- Project Schedule updates
- Project Meeting Schedule updates
- Project Status Reports
- Go Live Planning Documentation (including rollout plan and cutover plan)

Phase 4: Transition and Stabilization Period

Go-live occurs at the beginning of this week and includes up to two business weeks of on-site support for stabilization and optimization activities. By the end of this period, the degree of at-the-elbow support is largely concluded, and support transitions to a central help desk function.

Deliverables for Phase 4:

- Project Meeting Schedule Updates
- Project Status Reports
- Go Live Planning Documentation (including rollout plan and cutover plan)
- Workflow optimization recommendations

Phase 5: Maintenance / Operations

The maintenance and operations phase will commence once the Transition and Stabilization phase ends. The requirements for the maintenance and operations phase are described in the Service Level Target as well as in Exhibit 3 (Change Requests).

Deliverables for Phase 5:

- Project Meeting Schedule Updates
- Project Status Reports
- Project Lessons Learned Documentation including assessment of workflow optimization recommendations
- Project Close Out Documentation

VII. Roles and Responsibilities

Client shall provide the staff as defined in Exhibit 2.B and have responsibility for the following tasks and activities. If Client does not provide the staff or perform the activities that are listed below as Client's responsibilities when appropriate, Company shall be relieved of any obligation to provide any services meet the anticipated timelines listed herein.

Tasks

Task	Company Responsibility	Client Responsibility
Develop and implement Project Governance Process	X	X
Implement replacement of the existing Patient Information Management System and the program specific functions currently provided as mutually agreed upon	X	X
Implementation of the Core Function modules listed in Exhibit 1, Product List that are necessary to form the logical foundation for client's current EMR and provide complete functionality for these initial modules as well as the program- specific modules	X	X
Creation of all mutually agreed upon interfaces with third party systems	X	
Implementation of an Electronic Health Record for all patients	X	X
Provide project-related documentation to Client for review and discussion as determined by the project steering committee to include, but not limited to, the Project Management Plan and Schedule	X	
Ensure Test systems are available	X	
Update printer/PC mapping required for Client Service Area	X	
Acquire hardware that meets specifications required to use the Epic system		X
Identify and procure interfaces required for third-party systems.	X	X
Implementation of an Electronic Health Record for all patients in conjunction with Host		X
Determine best strategy for management of legacy data		X
Identify SMEs for all applications and associated workflows		X
Ensure that SMEs are Assigned, Engaged, and Responsive		X
Use Standard workflows	X	X
Use Standard security profiles (Security templates)	X	
Handle 3 rd party contracts (except where Host has to extend agreements)		X
Provide 3 rd party test systems as needed		X

Have staff attend assigned meetings	X	X
Identify and Assign Decision makers and participate in governance process	X	X
Fully define interfaces requirements (Client responsible for non-Epic interfaces)	X	X
Test interfaces (upgrades, pre Go Live)	X	X
Handle mapping in Client Interface Engine	X	
Identify Contact for handling interface errors		X
Determine Communication liaison	X	X
Communicate downtimes on Client side		X
Provide Devices for training		X
Identify and Assign Testing leads for application and interface testing	X	X
Ensure Testing Leads participate in all testing including User Acceptance Testing	X	X
Ensure staffing levels are maintained throughout the project		X
Use the same Business Continuity Access (BCA) processes as Company		X
Identify and Assign BCA leads		X
Identify Physician and Nurse Champions		X
Identify Cogito Report writer who will obtain appropriate certification		X
Identify Physician Builders who will obtain appropriate certification		X
Ensure that Location list from Client is complete and maintained	X	X
Is responsible for legacy data		X
Provide device information for mapping of moves, adds, and changes.	X	
Client shall review and approve all Deliverables that Company develops under this SOW. Company shall document, track, and resolve all material issues resulting from the reviews	X	X
Provide go live support as scoped in cost model outlined in Letter of Intent, Appendix B, At the Elbow Support for Go-Live. *Support beyond initial estimates may be made available at an additional Client cost.	X	
Purchase required hardware and peripherals to access and use the Client Service Area		X
Establish required networking infrastructure to allow secure access of the Client Service Area	X	X

VIII. Changes

Any services not specifically described are out-of-scope and not included in these services. Either party may submit a Change Request to the other party in accordance with the terms of Exhibit 10. In the event that Client requests a Change, the parties shall discuss the possibility of making the Change, and Company shall inform Client of the possibility of implementing the Change, and if so

the anticipated cost of doing so. If Client accepts the costs and additional terms of the Change as laid out by Company, the contract shall be amended to incorporate the terms of the Change upon the signature by both parties of a written amendment laying out the new details of the arrangement. Only after execution of the amendment (if any) will Company begin work on the Change.

EXHIBIT 2.A: Data Conversion

Company and Client will analyze the level of data conversion required into the Client Service Area. This data conversion will be limited to the Master Patient Index (MPI) and, up to 3 years of clinical content, lab results, and imaging results provided that Client's legacy system can support CCD (most current CCD which EPIC has available and will accept) or HL7 messages or a format that is mutually agreeable to Company and Client. Unless both parties agree that it is clinically relevant and to the benefit of patient care and patient management to convert additional data into the Client Service Area.

Data retention and legacy application retirement is outside the scope of this implementation SOW. Company will, however, consult with the Client to determine a strategy for data retention and legacy application retirement. Any further activities beyond the development of a data retention and application retirement strategy will require a Request for Change to this SOW.

This Statement of Work does not cover scanning of paper records into Epic. Digitization of paper records is a Client responsibility if desired.

MPI conversion will be performed prior to go live. Client shall have option to determine whether scheduling conversion is required. If the conversion is requested, Company shall determine with Client input if the conversion is electronic or manual, or some combination thereof, unless otherwise agreed to by both parties. Depending on the number of appointments to be entered, this process should be started at least two weeks prior to the go live date and after employees have been trained on the scheduling functions.

Approach & Assumptions

- Client will provide source data, in the requested, acceptable format for ingestion into Company Epic within the lead time as specified in the implementation plan. This is generally 5 months prior to the go-live date but subject to change based on project scope.
- Source data Client supplies will be driven based upon agreed upon scope, and is reflected in this scope of work as the source of truth
- Duplicate, test patient and erroneous data must be removed by source before being provided to Company Data Conversion Team
- Client will complete required Mappings and Deliverables as part of conversion to ensure delivery on scope meets expectations and continuity of care as outlined in this SOW

Data Format Requirements, Delivery Process:

- All data provided to Company must be decrypted and in a readable, usable, and a format Company can easily access.

- Client will provide a full back-up copy of Databases; Data must be provided in a format agreed upon and supported by Company.
- Patient Level CCDs containing a minimum of Problems, Allergies, Medications, and Immunizations
 - Data continuity of care document (CCD) can be processed through a live Care Everywhere, Epic's HIE, document exchange or using the Bridges, Epic's Interface Connector, Patient Abstractor to bring documents from a source system into Epic.
- **Data can be delivered via the 2 below Transfer Methods** – Driven by size:
 - Electronic Transfer:
 - Company SFTP site - Zipped/compressed data file size limit: 100GB or less
 - External Hard Drive – File Size Limit: up to 4TBs
 - Company requires drives to be shipped priority overnight with a tracking number
 - Upon Request/If specified – Drives and prepaid shipping labels can be provided, please provide enough notice to meet data delivery due dates

EXHIBIT 2.B: Client Implementation Staff

Client provided role description:

- i. **SME Support.** Expert(s) for the Epic system who provides support across all the installed applications and serves as a first line of support for all Client users. This role may assist with items such as: provider preference list needs, testing, acceptance and sign-off, and is the point person for upgrades or enhancements.
- ii. **Trainers.** Staff to obtain and maintain Credentialed Trainer certification and adhere to Company standards for End User Training, inclusive of proficiency testing.
- iii. **Physician and Nursing Champions.** Physician/Provider and Nurse who serve as the liaison between Client and Company Epic resources and the Client clinical end users who use Epic in their daily practice.
- iv. **Super Users.** Subject matter experts for a specific process, department or set of workflows who participates in user acceptance, provides real time peer support to Client end-users and assists Credentialed Trainers with User training.
- v. **Provider Builder.** These providers would work closely with the Informatics Team and in line with the current Company Physician Builder Program.
- vi. **Senior IT Leadership.** Staff that will help support any and all technical issues at Client's facilities as it relates to supporting Client Equipment, technology and systems.
- vii. **Reporting Analyst.** Client analyst who works under Company reporting team to develop reports for use by Client.

Role	Minimum Required	Notes
SME Support	2	
Trainers	2	
Physician Champion	1	
Nurse Champion	1	
Super Users	1 per department	
Provider Builder	0	Client may designate up to 2 Provider Builders
Senior IT Leadership	1	
Reporting Analyst	1	Must be Epic certified

EXHIBIT 2.C: Implementation Timeline

Implementation will take place between October 9, 2023, and March 01, 2024, with a period of Pre-Implementation Planning occurring prior to implementation commencement. A summary implementation timeline with key activities is as follows, with specific dates to be defined by mutual agreement upon contract completion, dependent on final scope.

1. Pre-Implementation Planning: 3/27/23 – 10/08/23
 - a. Practice Discovery and Data Collection
 - b. Contracting
 - c. Staff Allocation and Readiness
 - d. Implementation Planning

2. Implementation: 10/09/23 – 03/01/2024
 - a. Design & Build
 - b. Testing
 - c. Training
 - d. Go-Live
 - e. Go-Live Support

EXHIBIT 3: Support and Maintenance

I. Support and Maintenance Overview

Following the Client's initial Epic Go Live, Client will transition to Support and Maintenance status, in which Client will remain until termination of the Agreement. Company will facilitate communication, training, handoff, and explanation of support model with Client as a part of the Transition to Support process.

The overarching philosophy of Support and Maintenance is to provide the same level of service levels to Client as Company provides internal staff while also ensuring that Client is setup to be as independent as possible in providing its initial and primary support.

In addition to other support outlined here-in, Company will provide a primary point of contact for support issues and escalations. This person will meet with Client regularly (at minimum, monthly) to ensure that Client's needs are being met and provide additional continuous improvement in providing Company/Client support.

Key support requirements include:

- A. Incident classification is driven by impact and criticality of an issue. Incident Management Procedure including escalation path are defined and available in Exhibit 3.A Incident Priority and Service Levels as well as Information Technology Service Management (ITSM) portal KnowledgeBase.
- B. At Companies discretion, projects and enhancement requests which exceed twenty (20) hours of effort will be managed via Statement Of Work (SOW) outside of this agreement.
- C. Company has provided and referenced specific exhibits to outline current company support practices. These exhibits may be changed or updated from time to time at Company's discretion.

II. Client Responsibilities

- A. Client will provide all equipment, network, server and other technology support to facilitate access from its locations to use Company's Epic. This includes but is not limited to: network bandwidth, computers, printers, tablets, signature pads, operating systems (IE Microsoft Windows), office productivity tools, storage, all software not expressly identified as supported by Company in this agreement, and Client side of all interfaces. Client is also responsible for all access control to its systems. Collectively referenced as Client Supported Technology.
- B. Client is responsible for all support and maintenance of Client Supported Technology.
- C. Client agrees to maintain all Client Supported Technology at current Company specified standards which Company will update from time to time and provide 30-days advance

- notice to Client of requirements to maintain such updated standards.
- D. Client is responsible for initial intake, troubleshooting, resolution, or documentation of issues found and reported by Client Staff.
 - E. Client will log all Incidents, Service Requests, and Project Requests through Companies Service Desk. Service Requests and Project Requests may only be logged by a Super User, CT, or Client Management.
 - F. Client will always provide initial triage and support for its staff prior to contacting Company Service Desk.
 - G. Client will identify and maintain support staff as defined in Exhibit 3.B who will receive appropriate Epic training and pass Company's competency to provide initial support and triage for Client Incidents.
 - H. Client is responsible to review, understand and comply with AHS Connect Technical Requirements for Client's end point devices that access Epic Community Connect platform. Client is responsible for keeping the required version of any third-party software on its end point devices as defined by Epic and Company. Client is solely responsible for providing internet and reasonable bandwidth to support acceptable performance of Epic Community Connect platform.
 - I. Client is responsible for evaluating and testing all Incident fixes and Service Request solutions prior to utilizing them in production system. All results in system are solely the responsibility of Client to test and validate.

III. **Company Provided Support**

Company will provide Client with support and maintenance for applications and technology as described in this Agreement. This includes the staff, resources, technology, and oversight to provide:

- A. **Client's System Access.** Company will ensure access to Epic subject to the terms and conditions of this Agreement and Epic's agreement. Company will also provide notices about Epic including downtime (scheduled or otherwise), service interruption and Epic wide issues as described in Exhibit 3.A.
- B. **Application Support.** Company will maintain and support applications described in Exhibit 1 at the same level of service provided to Company internal users. Company will include support for Upgrades, broken features/functionality, regulatory requirements, and patient safety. Client requested enhancements or changes to Company Epic will be evaluated on a case-by-case basis and may require additional fees at Company's discretion.
- C. **Infrastructure & Technology.** Company will maintain systems, servers, storage, connectivity and related technology (Infrastructure) to allow Client access to Company Epic. This does not include Client Supported Technology.
- D. **Service Desk.** Company will maintain a 24x7 Service Desk to assist Client with technical and non-technical issues as it relates to Company's Epic. Service Levels, categorization and

process for support are further described in Exhibit 3.A. Company will provide Information Technology Service Management (ITSM) access to Client staff for Self Service and KnowledgeBase use, however only designate Client staff will have permission to submit Enhancement or Project requests. Company will track all Incident, Service Request, Change, Problem through their Service Desk and shall provide and update its KnowledgeBase periodically for Clients use.

- E. **Interfaces.** Company shall be responsible for maintaining the “Company end” of all interfaces necessary to utilize Epic including any necessary maintenance to ensure proper functionality. Company shall not be responsible for the “Client end” of any interfaces owned or maintained by the Client (Client Supported Technology). Company and Client will jointly work on implementation, maintenance, security, and the functionality of any interfaces that are specified in this agreement or in subsequent SOW’s. However, Client shall be solely responsible for the Client end of all interfaces including any and all data and information resulting from these interfaces.
- F. **Integrated Devices.** Company will assist in trouble shooting of performance of integrated devices requested by Client as long as such devices meet Company standards. As a Client Supported Technology, final responsibility for any issues with the performance of the integrated devices will reside with Client unless the performance issues were caused by Company.
- G. **Product Roadmap.** Company will provide a product roadmap for expected enhancements, software or hardware changes or improvements to Epic. The roadmap will provide additional products or services that may become available over the ensuing 12 months. This will include any Company known changes or enhancements required for Client Supported Technologies.
- H. **Training.** Company will train and certify Clients Credential Trainers (CT’s). Company will provide training materials developed for Company end-users needs which can be modified by Client as needed. Company will provide the materials to Client CT’s who will utilize the materials in training the Client staff. Client may request additional training for implementation and upgrades to be provided by Company at Company’s then current service rates. Unless agreed to in writing, the Company provided additional training will be delivered virtually and/or via e-learning.

IV. Service Desk Responsibilities

- A. **Client Primary Support.** Clients first level of support is through their organizations’ Credentialed Trainers and Super Users who will provide the initial support for any issues with Epic. Client agrees to utilize its own subject matter experts for initial support before raising any issue to Company.
- B. **Company Secondary Support.** Should Client be unable to resolve a support issue through their subject matter experts, Client will submit a ticket to Company’s Service Desk

consistent with this Agreement and described in Exhibit 3.A. Client will have the following responsibilities as it relates to requesting support from Company.

- a. **Client Ticket Initiation.** Client shall place a ticket with Company using either Company's Service Desk phone number for time-sensitive issues or by logging a ticket through Company's Service Desk Portal.
- b. **Ticket Type:** Client tickets shall be designated into two categories:
 - i. Incidents (Break-Fix):
 1. Definition: any functionality or service which was previously working and is no longer functioning or working in its original manner. An incident may impact one or more individuals.
 2. Incident resolution is included as part of Community Connect services based on the priority as defined in Exhibit 3.A.
 3. All Client Users can report an Incident.
 4. Examples include: password change. printing not going to the correct printer, inability to access Epic.
 - ii. Service Requests (Enhancements):
 1. Definition: routine application changes based on normal operating requests and minor changes in functionality or improvements to the system.
 2. Level of Effort: generally under twenty (20) hours of effort.
 3. Service Requests are included as part of Community Connect services.
 4. Client Super Users and CT's can submit with Client Director and above approval.
 5. Examples include: Provider updates, Order set creation & modification, Clinical forms creation and modification.
 6. Service Requests will be approved based on alignment with overall organizations goals and prioritized based on urgency and impact.
 7. Service Requests that are in excess of 20 hours may at Company's discretion be deemed as Projects.
 - iii. Project (Excluded):
 1. Client SMEs can submit with Client Director and above approval to companies Enterprise Project Management Office (ePMO).
 2. Projects will be scoped and priced as described in the Project section of the agreement and based on Company current Project practices.
- C. **Client Content and Prioritization.** Client will ensure the following is addressed in the ticket:
 - a. Provide recommended priority level. Note: Final prioritization be assigned based on Exhibit 3.A.
 - b. Be clear and concise as to the nature of the issue.
 - c. Provide screen shots as necessary.

- d. Similar requests should be combined when possible prioritized for importance.
 - e. Identify requester, approver and any other appropriate Client Users including call back information.
- D. **Company Support Acknowledgement and Prioritization.** Company will use reasonable efforts to reply to Client's request based on service level target (SLT) as defined in Exhibit 3.A. After review of issue, Company may lower or increase the priority level with any issue.
- E. **Company Tertiary Support.** If Client requires assistance beyond what Company is able to provide, Company will engage Epic on Company/Client behalf for resolution. Any costs associated with Tertiary Support will be first approved by Client and then invoiced to Client consistent with Exhibit 10.

V. Project Requests

Client may from time to time wish specific improvements or new functionality that is not part of Company's roadmap. Project work is not included as routine support in the Community Connect agreement. Client leadership may request this through a Project Request in working with Company's ePMO.

- A. Definition: Larger enhancement or work effort that delivers new functions, features or module not currently in scope. May require a dedicated PM who would help drive scoping, planning and delivery of request.
- B. Level of Effort: generally greater than twenty (20) hours.
- C. Client shall work with Company's ePMO to fill out necessary documentation to define the Project being requested
- D. Company shall review the request and provide a Statement of Work (SOW) with then current Company costs to Client.
- E. Should Client elect to proceed with SOW, payment will be due at agreed upon SOW intervals and consistent with Exhibit 10.

VI. Change Management

Any request to modify, enhance or optimize Client's Epic Community Connect Platform will, when fully tested and approved by Client, be submitted by a Company analyst as a Change Request to the Companies Change Advisory Board (CAB). The Change Management Process and the established Company change windows will be followed to implement all changes to the Client's Epic Community Connect Platform.

VII. System Availability

Company shall make commercially reasonable efforts to maintain availability and performance of the Covered Applications production system and its respective products, in use by both Company and Client, as measured monthly by Epic Hosting. Availability and performance will be offered at

same level as other Company users receive, except for any scheduled down time needed to maintain the effective operation of the Community Connect Platform or caused by conditions outside of Provider's reasonable control.

Company is not responsible for Latency of Client's internet connection.

Monthly Availability metrics will be available upon written request by Client.

Client is expected to have comprehensive down-time process that it practices monthly to ensure that in the event of an unanticipated outage Client is able to continue to meet its business requirements.

Company will use processes consistent with its internal practices for its own users to communicate and escalate service interruptions and address Service Desk items pursuant to its Incident Management Policy, to be provided as part of implementation.

VIII. Refresh and Modification

Company will from time to time as is required by the vendor and as is necessary to mitigate any identified security and patient safety issues take the system down in order to add a system update (SU). In addition, Company undertakes major system version upgrades on an interval of approximately twice a year. These major system upgrades may also require a system downtime. All costs and fees for these SU's and system upgrades are included in the ongoing maintenance fees.

Except for emergency changes, Company will not undertake a system update, software refresh or any other project that requires a planned system downtime without at least a seven (7) day notice to the client prior to the downtime. Additionally, company works to plan most downtimes to be on off-hours. In the event of an emergency, Company will notify client as soon as possible and will work to schedule such an update at a time that is least disruptive to Company and Client operations.

IX. Excluded Support

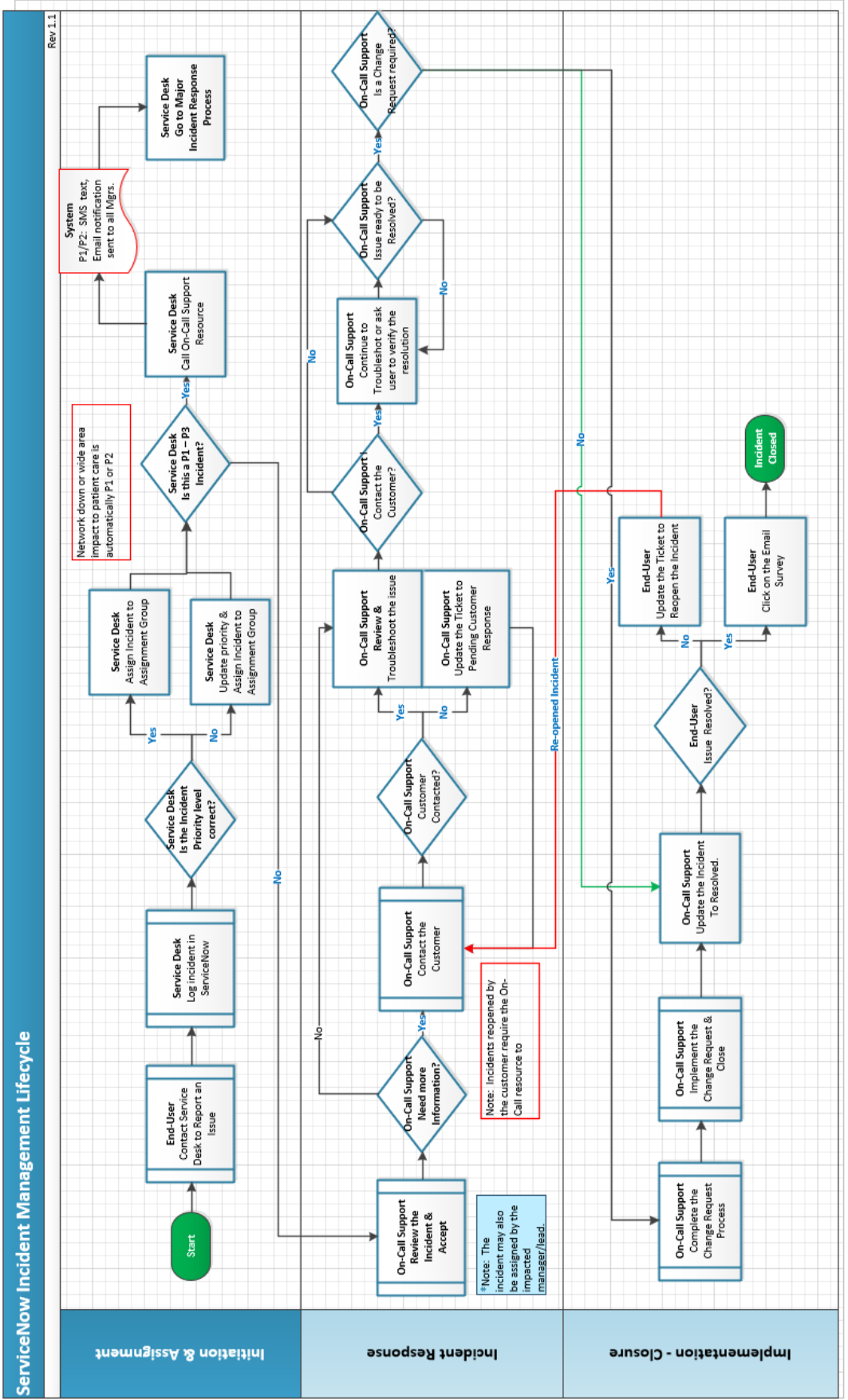
Any items, services or support not specifically described in this exhibit are out-of-scope and not included in this Agreement. Projects and some service requests that are reclassified after initial discovery are excluded from routine support.

EXHIBIT 3.A: Incident Priority and Service Levels

Company’s standard incident operations support tiers and targets will be extended to Client’s Epic Community Connect Platform. Company reserves the right to update and change Incident Priority and Service Level Goals from time to time based on business needs. The current Incident Priority and Service Level Goals can be found here:

AHS Information Services Call Escalation Procedure

Classification	Priority 1 - CRITICAL	Priority 2 - HIGH	Priority 3- MODERATE	Priority 4 - Medium	Priority 5- Low
Impact / Urgency (ITIL)	• High / High	• Medium / High	• Low/High	• Medium/Medium	• Low/Low
Definition	• Entire/majority of a business unit/work group/department is critically impacted by the service interruption	• High-impact incident, preventing patient care or critical process for multiple users.	• High-impact incident preventing patient care or critical workflows with no workaround.	• Minor incident with no patient care or fiscal impact.	• No patient care impact or impact to daily work
Example Problem	<ul style="list-style-type: none"> • Ambulatory Clinic has lost network connectivity • EPIC down • Financials (or a critical function within EHR) is really slow • Email is unavailable • Critical website (i.e. Intranet) is unavailable • Citrix icon will not launch 	<ul style="list-style-type: none"> • Multiple users unable to access email • Computers/Network at a clinic is really slow • Interface delayed (between EMR and 3rd party system) 	<ul style="list-style-type: none"> • Critical printer in ED is down • Doctor unable to log in to or use Epic. • Low impact function within EMR is very slow • Computers/Network at a clinic is slow • Interface delayed (between EMR and 3rd party system) 	<ul style="list-style-type: none"> • Report does not print for one user • User unable to customize patient list in EMR • Minor device or workstation issue with workaround 	<ul style="list-style-type: none"> • Remap of printer with a workaround • Workflow changes
Users Impacted	• Entire or majority of a business Unit/work group/department (Estimated >25%)	• Multiple users	• One high-impact user (Clinical Users/Registration)	• One user • Multiple users	• One user • Multiple users
Response Time Target (Acknowledgement)	• 15 Minutes	• 30 Minutes	• 30 Minutes	• 1 Business days	• 1 Business days
IS Notification Process by Solarwinds WHD WHD/Service Center	<ul style="list-style-type: none"> • IS/Business Leadership SMS Text • All IS Staff is emailed • Bridge line Opened • Incident Manager Identified (within 15 minutes) 	<ul style="list-style-type: none"> • Incident assigned to On-Call by SNOW • IS Leadership is Emailed / SMS Text (Text 06:00am-10:00pm and email 10:00pm to 06:00 am) • Call On-Call person 	<ul style="list-style-type: none"> • Incident assigned to On-Call by SNOW • Call On-Call person 	<ul style="list-style-type: none"> • Incident assigned to assignment group queue by SNOW • Email sent to On-Call person or queue manager 	<ul style="list-style-type: none"> • Incident assigned to assignment group queue by SNOW • Email sent to On-Call person or queue manager
Notification Escalation (by IS Service Center)	• Until voice confirmed (on Bridge), immediate escalation by Level up to Level 5 (IS Service Center)	• Until incident is acknowledged, escalate by level to Level 4 every 15 minutes.	• Until incident is acknowledged, escalate by level to Level 4 every 15 minutes.		
Resolution SLA Target	• 2 Hours • Best effort working 7x24	• 3 Hours (Non-Business Hours)	• 3 Hours (Non-Business Hours)	• 5 business days	• 30 Non-Business Days
Routine Escalation for non-resolved issues	Not Applicable. Levels 1-4 are on the bridge line to start with)	<ul style="list-style-type: none"> • Manager receives a page at 75% of SLA (3 hours) • Manager/Director receives a page at 100% of SLA (4 hours) 	<ul style="list-style-type: none"> • Manager/Director receives a page at 100% of SLA (3hours) 	<ul style="list-style-type: none"> • Manager receives an email at 100% of SLA (5 non-business days) 	<ul style="list-style-type: none"> • Manager receives an email at 100% of SLA (30 non-business days)



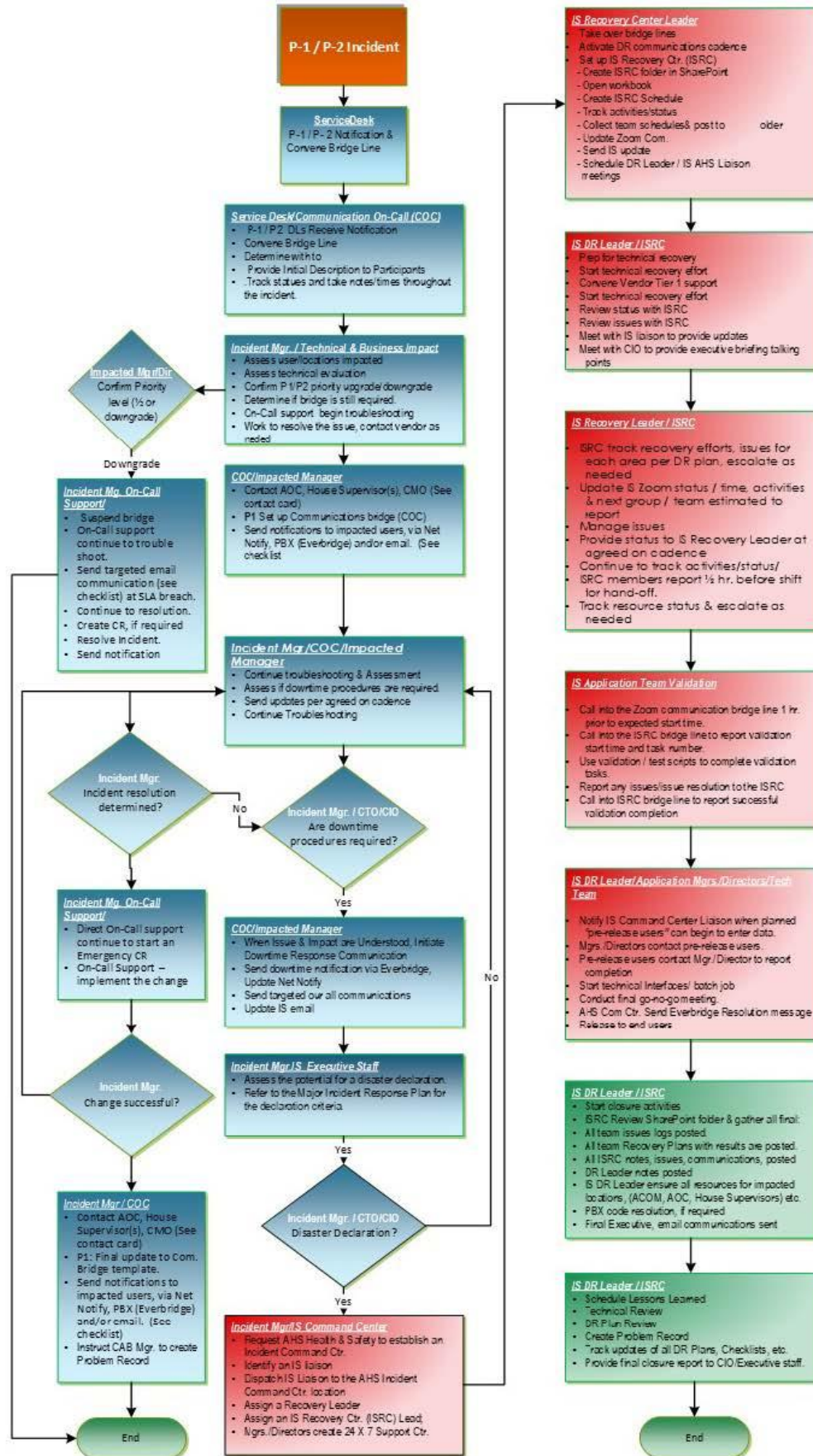


EXHIBIT 3.B: Client Support Staff

Client will provide and maintain the following staffing levels throughout the Term:

- i. **SME Support.** Expert(s) for the Epic system who provides support across all the installed applications and serves as a first line of support for all Client users. This role may assist with items such as: provider preference list needs, testing, acceptance and sign-off, and is the point person for upgrades or enhancements.
- ii. **Trainers.** Staff to obtain and maintain Credentialed Trainer certification and adhere to Company standards for End User Training, inclusive of proficiency testing.
- iii. **Physician and Nursing Champions.** Physician/Provider and Nurse who serve as the liaison between Client and Company Epic resources and the Client clinical end users who use Epic in their daily practice.
- iv. **Super Users.** Subject matter experts for a specific process, department or set of workflows who participates in user acceptance, provides real time peer support to Client end-users and assists Credentialed Trainers with User training.
- v. **Provider Builder.** These providers would work closely with the Informatics Team and in line with the current Company Physician Builder Program.
- vi. **Senior IT Leadership.** Staff that will help support any and all technical issues at Client's facilities as it relates to supporting Client Equipment, technology and systems.
- vii. **Reporting Analyst.** Client analyst who works under Company reporting team to develop reports for use by Client.

Role	Minimum Required	Notes
SME Support	2	
Trainers	2	
Physician Champion	1	
Nurse Champion	1	
Super Users	1 per department	
Provider Builder	0	Client may designate up to 2 Provider Builders
Senior IT Leadership	1	
Reporting Analyst	1	Must be Epic certified

EXHIBIT 4: Training Plan

Company requires the use of credentialed trainers (CTs) for training of end-users. Client will be responsible for providing and maintaining the appropriate number of CTs to train all end-users.

Company's Epic Principal Trainers (PT) will provide training to the selected CT's of Client.

The credentialing program is as follows:

- Credentialed trainers use the curriculum, lessons, and training materials created by the Company Principal Trainers (PTs) to conduct end-user training
- Credentialed trainers must dedicate up to eight weeks training in their application, becoming familiar with their lesson plans, and preparing for end-user training. During this time, the CTs will dedicate time to learn the Epic system and provide teach back to PT's and Super Users
- All training must be conducted in the Epic training environment
- Credentialed trainers will provide service area specific Epic training to Client end-users for all applications
- Provide highest quality go-live support
- Conduct service area specific post go-live training for new and transferring employees
- Work closely with Company Principal Trainers
- Assign all required courses for pre-requisites in the Client's learning management system

Client Credentialed Trainers ("CTs") will be responsible for training Client staff on the specific service area build within Company's System. Client CTs will be responsible for training end users and facilitating end-user engagement (day-in-the-life) activities and discussions to help familiarize users with client's policies and provide them with hands-on learning in your service area of the Company system. All training materials provided by Company are consistent in content with Epic software versioning. Classes are taught to follow the adult learning method to ensure the end-user views scenarios from the CTs, completes scenario together and follow-up with independent exercises.

End-users must complete a proficiency exam after completion of curricula (based upon role) to receive security access to the Epic system. Exam passing score is 80%. Client assessment of employee basic computer skills is highly encouraged for successful EMR implementation. Company has a strict policy of no training equals no access to the system.

Training applications with class hour requirements:

- Physician/Nurse Practitioner/Mid-Level Provider – Ambulatory Provider training will consist of approximately 6-8 hours of classroom training
- Nurse/LPN/NA/Office Assistant– Ambulatory clinical training will require approximately 6-8 hours of classroom training
- Front Desk Scheduling – Cadence non-clinical training will require 16 hours of classroom training.
- Management/Physician schedule template builders – Cadence non-clinical training will require approximately 6-8 hours of classroom training.

- Billing staff – Professional Billing will require approximately 6-8 hours of classroom training.
- Psychiatry providers – will require approximately 6-8 hours of classroom training.
- Case Management staff - will require approximately 6-8 hours of classroom training.
- Social Worker staff - will require approximately 6-8 hours of classroom training.

*** Times indicated do not include pre-requisite requirements of viewing required e-learnings. Students are assumed to have basic computer and Microsoft Windows skills. All training materials are proprietary and are owned by Company. It is the responsibility of Company to provide the training material to Client for distribution within the organization.

Company Principal Trainers will provide initial training materials and distribute to the client CTs. This may include training curriculum, exercise booklets, tip sheets, quick start guides, and e-learning videos. It is the responsibility of the client CTs to provide the education for system changes, upgrades, enhancements, or new releases that require additional training. Client will be responsible for assigning the courses and curriculum to end-users.

Company Training Support at go-live and post go-live:

- Company Principal Trainers will not be on-site for go-live
- PT support will be remote from a command center located at Company
- At the elbow resources will be available for on-site go-live support
- Company will provide post live support with end-user ServiceNow tickets. All trouble calls must come through the Company Help Desk and assigned to Epic Training
- Ongoing training support will be provided by Client's CTs
- Client CT's will provide "super user" support and first line of issue resolution for end users.

EXHIBIT 5: Data Security

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

This Data Security Exhibit is designed to protect Company's data and Company's Information Resources (defined in Article 1). This Exhibit describes the data security and obligations of Client's and its affiliates that connect to Company Information Resources and/or gain access to Company Information Resources (defined in Article 1: Definitions).

Client agrees to be bound by the obligations set forth in this Exhibit 5.A Security Risk Assessment. To the extent applicable, Client also agrees to impose, by written contract, the terms and conditions contained in this Exhibit on any third party retained by Client to provide services for or on behalf of the Company.

ARTICLE 2 – DEFINED TERMS Refer to Article 1: Definitions

ARTICLE 3 – ACCESS TO COMPANY INFORMATION RESOURCES

- A. In any circumstance when Client is provided access to Company Information Resources, it is solely Client's responsibility to ensure that its access does not result in any access by unauthorized individuals to Company Information Resources. Any Client technology and/or systems that gain access to Company Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Exhibit 5.A Security Risk Assessment to this Exhibit 5, Data Security. No less than annually, Client shall evaluate and document whether Client's practices accessing Company Information Resources comply with the terms of this Exhibit. Documentation of such evaluation shall be made available to Company upon Company's request. Regardless of whether Company requests a copy of such evaluation, Client shall immediately inform Company Compliance at contact included in Notices section of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Client shall limit the examination of Company information to the least invasive degree of inspection required to provide the Services. In the event Services include the inspection of a specific threat to or anomaly of Company's Information Resources, Client shall limit such inspection in accordance with the principle of least perusal. Client will notify Company immediately upon such events.
- C. Client will not alter or tamper an Company Information Resource without a written consent from Company.

ARTICLE 4 – SECURITY PATCHES AND UPDATES

Client is required to perform patches and updates in connection with the devices used to connect to Company Information resources as follows:

- A. Operating Systems used to connect to Company Information Resources shall be supported by the vendor and not end of life.
- B. Encryption must be maintained, updated and in compliance with at minimum Federal Information

Processing Standards (FIPS) Publication 140-2 to user devices.

- C. High and Critical Vulnerabilities will be addressed within sixty (60) days of vulnerability exposure. Medium vulnerabilities within ninety (90) days of vulnerability exposure.
- D. Client will maintain vulnerability reports and action items and will provide assurances, via executive summary reports, that vulnerabilities are identified and remediated.

ARTICLE 5 – INFORMATION SECURITY PLAN

- A. Client acknowledges that Company is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as Company's internal security program for information and systems protection, which Company will provide. The parties acknowledge that Company may need to update, modify, or add to Company internal security program from time to time; and that Company shall provide any such updates, modifications, or additions to Client for its review at least sixty (60) days before any such updates, modifications or additions can take effect herein except in the case of urgent data security or regulatory issues in which case policies shall be deemed to take effect immediately. To the extent there is any conflict between this Agreement and the Company internal security program, the Company internal security program shall control.
- B. Client will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Exhibit 5.A to this Exhibit.
- C. Client's Information Security Plan will be designed to:
 - i. Ensure the security, integrity and confidentiality of Company data;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - iv. Reduce risks associated with Client having access to Company Information Resources; and
 - v. Comply on an ongoing basis with all applicable legal and regulatory requirements for data protection, including such changes as may be made to law and regulation in the future.
- D. On at least an annual basis, Client will review its Information Security Plan, update and revise it as needed, and submit it to Company upon request. If there are any significant modifications to Client's Information Security Plan, Client will notify Company within 72 hours.

ARTICLE 6 – PAYMENT CARD DATA (IF APPLICABLE)

- A. Client further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Client agrees to provide at least annually, and from time to time upon written request of Company, current evidence (in form and substance reasonably

satisfactory to Company) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

- B. Client will immediately notify Company if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

EXHIBIT 5.A: Security Risk Assessment

Client will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.

- A. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
- i. Designating one or more employees to maintain the comprehensive Information Security Plan,
 - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of Company Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - a. Ongoing employee (including temporary and contract employee) training;
 - b. Employee compliance with policies and procedures; and
 - c. Means for detecting and preventing security system failures.
 - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
 - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
 - v. Preventing terminated employees from accessing records containing Protected Information and/or Company Information Resources.
 - vi. Overseeing service providers, by:
 - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and Company Information Resources consistent with all applicable laws and regulations; and
 - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
 - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and Company Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
 - viii. Restrict physical access to any network or data centers, under control of the Client, that may have access to Protected Information or Company Information Resources. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and Company Information Resources; and upgrading information safeguards as necessary to limit risks.

- ix. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of Company Information Resources.
- x. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and Company Information Resources.

Computer System Security Requirements

To the extent that Client electronically stores or transmits Protected Information or has access to any Company Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
 - i. Control of user IDs;
 - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - iv. Restricting access to active users and active user accounts only; and
 - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
 - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
 - i. Restrict access to records and files containing Protected Information and systems that may have access to Company Information Resources to those who need such information to perform their job duties; and
 - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. At Rest Encryption of all transmitted records and files containing Protected Information.
- D. Adequate security of all networks that connect to Company Information Resources or access Protected Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and Company Information Resources.
- F. Encryption of all Protected Information stored on Client devices, including laptops or other portable storage devices.
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to Alameda Health System Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.

- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.
- J. All processing and access of Company data must be within the United States.
- K. If applicable:
 - i. High and critical vulnerabilities must be remediated within sixty (60) days of discovery or notification of Client.
 - ii. Access to log files must be restricted using least privilege
 - iii. Client must have documented and approved de-identification procedures. Client must provide these procedures to Company at Company's request.
 - iv. Static application security testing (SAST) and dynamic application security testing (DAST) must be performed immediately before each new release of Client's code.
 - v. If Client solution or services is off premises, network access must be restricted to only allow connections from our network or multi-factor authentication must be enabled.

EXHIBIT 6: Epic Community Connect User Terms and Conditions

I understand the following terms and conditions apply to my use of Epic Community Connect Health Records access as provided through Alameda Health System (COMPANY) pursuant to the EPIC COMMUNITY CONNECT ACCESS SITE LEVEL AGREEMENT (“Agreement”) executed with CLIENT as defined in the Agreement.

1. I will not share my user ID or password with anyone.
2. If I have reason to believe that the confidentiality of my user ID or password has been compromised, I must promptly change my password if I am able to and immediately notify the **COMPANY Information Services Help Desk at (510) 437-4503**. If I am unable to change my password, I will notify COMPANY Information Services Help Desk so that the password can be deleted and a new one assigned.
3. I will not attempt to learn another person’s username or password, nor access any information with another user’s password.
4. All data residing on Epic Community Connect, including messages belongs to COMPANY, and as such, I have no expectation of it being private only to me.
5. If I access EMR remotely, I will do so only through COMPANY’s Citrix Desktop, launching Epic Hyperspace with Imprivata ID and two-factor authentication enabled.
6. I will only use Epic as the official EMR for all documentation and patient care.
7. I will not print, save, or export data outside of that necessary for patient care, health care operations, regulatory, and/or compliance requirements outside of COMPANY’s Citrix Desktop. I understand that COMPANY has the right to audit or inspect my Epic Community Connect usage and devices to ensure compliance.
8. I will not access information which I have no legitimate need to know or for which I am not an authorized user. This includes not accessing my own, my family’s, or co-workers’ medical record or account information at any time (unless job related). This also means that patient information may not be released to anyone without a patient’s written consent or as required to comply with State and Federal regulations, nor any information contained in a patient’s record be read or discussed without having a legitimate job-related purpose.
9. I will not communicate patient, business, or employee information to unauthorized persons.
10. I may have additional responsibilities for following special procedures and for protecting patient confidentiality in any systems that I have access to that are shared with COMPANY.
11. I will safeguard the confidentiality of protected health information from intentional or unintentional unauthorized access, modification, destruction, or disclosure. If I identify unauthorized access or find information that is incorrect, I must notify my supervisor

and the **COMPANY Compliance Department at (510) 535-7788 or compliance-ahs@alamedahealthsystem.org.**

12. I will log out of computer applications and lock my workstation when I leave the immediate area of the computer.
13. I will be vigilant in reporting any program errors or suspected program errors discovered in the course of using the Epic Community Connect, which will include, without limitation, reporting immediately to COMPANY and any personnel who could reasonably be affected by such a problem.
14. Epic Community Connect shall only be used to access information for patient care and authorized business purposes.
15. I will not use, access, or post any confidential patient or proprietary information to any social networking or content sharing sites, including Facebook, LinkedIn, Twitter, Instagram, TikTok, or any similar program.
16. I understand that COMPANY reserves the right to log, access, review, monitor, audit and otherwise utilize information stored on or passing through its electronic information systems in order to manage and enforce security.
17. I agree that my obligations under this Terms and Conditions will continue indefinitely, even after termination of my employment, expiration of my contract, or my relationship with COMPANY.
18. I understand that COMPANY may at its sole discretion disable my account at any time and without notice to me.
19. Any violation of the above statements may result in revocation of access and when applicable, disciplinary action up to and including termination of access. I understand that I may be subject to criminal and civil prosecution in the event that I circumvent system security, breach confidentiality, access inappropriate material, intentionally damage data or systems, or allow my user ID/password to be used to do any of the above. My access to the above computer systems will be revoked in the following instances: (1) upon termination of my position; (2) when access is no longer applicable to my position; (3) upon completion of my duties which required access; or (4) access suspension or termination at the sole discretion of COMPANY Information Security Officer upon investigation of potential violation of these Terms and Conditions.

By signing below, I acknowledge that I have read this Epic Community Connect User Terms & Conditions and I agree to comply with all the terms, conditions, and policies stated or listed herein.

Business Entity/Organization Name *	
Requestor's Printed Name (Last, First, MI) *	Position / Job Title *
Email *	Phone Number *
Date *	Requestor's Signature*
	X

We request that this person be given access to the following COMPANY Electronic Information System(s) and certify that they have a work-related need to access information in the requested system(s). If this person is terminated or reassigned to a position where all or part of this access is no longer required, we will notify COMPANY within three (3) business days so that access can be disabled.

Epic Community Connect Authorization	Approved	Date	Remove Access To:	REMOVE ALL ACCESS
X	<input type="checkbox"/> YES <input type="checkbox"/> NO			

EXHIBIT 7: Epic Hosting, Network, and Infrastructure

The following System requirements apply to Client and each User. By accessing the System, each User agrees to comply with, and agree to, all of the following:

1. Access to the System under the Agreement is intended to facilitate and support User's charting and documentation of care of individual patients as required by applicable Hospital Medical Staff Bylaws and Client's own medical practice requirements.
2. Use and access to the System creates a general or "composite" medical record for each patient registered in the System. As such, once a patient record is created, it becomes accessible by all authorized users of the System. The foregoing provisions apply equally to those patients of Client who are added into the System by Users. Once a record for a patient is created within the System, such record becomes part of the System record and cannot be removed or withdrawn by Client or User; provided that, use or disclosure of such record is required to comply with the Agreement and Applicable Laws. All authorized participants in the System (including Company, Client and Users) may use and disclose patient records created in the System in compliance with Applicable Law, including HIPAA.
3. Users of the System, including without limitation Company and Client, are separately responsible for managing retention and destruction of medical and other records maintained by them within their respective operations in accordance with applicable law.
4. Client is responsible for notifying Company of any claim, litigation, subpoena or other judicial or administrative proceeding or audit requiring protection and/or retention of any patient chart or record maintained on the System.
5. Client is responsible to inform Company of any large increase of User counts with Client align with the Epic Hosting requirement.
6. Client is responsible to provide reasonable internet access and bandwidth to Users that supports acceptable response time of utilizing the System.
7. Client is responsible to meet AHS Connect Technical Requirements
 - a. For end point devices, requirements include but not limited to operating system of computers, display size and resolution of computers and monitors.
 - b. For BYOD (Bring Your Own Device) mobile devices, requirements include iOS, Android, and iPad OS versions, and Epic Haiku and Canto Application versions.
 - c. All printers supporting Epic workflows
 - d. Other peripheral devices to support Client's workflows
 - e. Network and server requirements as appropriate per Client access model to the Epic Community Connect platform.
8. Client is required to utilize the same MFA tool for EPCS (multi-factor authentication tool for Electronic Prescriptions for Controlled Substances) and authentication to Company's Citrix portal.
9. Client is required to install and maintain minimum version of the required third-party software on Client's end user devices.
10. Company shall provide advance notice to Client in the event that Client will need to purchase additional or upgraded hardware to meet minimum requirements as outlined in AHS Connect Technical Requirements for System updates.

EXHIBIT 8: Revenue Cycle Management Services

1. Understanding

- a. The Parties acknowledge that Client has not previously submitted claims to, or otherwise collected payment from, Payers (commercial, governmental, or individuals) for Healthcare Services provided by Client.
- b. The Parties agree that a viable opportunity exists to recoup Payment from Payers for Healthcare Services rendered by Client. However, both parties acknowledge that the amount of payment which may be received is unknown.
- c. Company calculates that costs related to the EMR will exceed payment from Client.
- d. Both Parties acknowledge that there are significant start-up costs that Company will incur in developing a billing process and appropriate licensure to bill on Client's behalf.

2. Responsibilities and Scope of Services:

- a. Both parties agree to work in good faith to provide accurate billing for all patients seen by Client. As this work has not previously been done, the parties acknowledge that it will require additional discussion as well as the possibility of adjustments in roles and responsibilities between Company and Client.
- b. Billing Authorization: The parties agree that Client shall, with the assistance of Company, perform the following in order for the parties to finalize the roles and responsibilities between Company and Client pursuant to this Exhibit:
 - i. Client shall obtain a national provider identifier from the Centers for Medicare and Medicaid Services.
 - ii. Client shall obtain credentialing, certification, or enrollment, as applicable, from Medicare, Medicaid, and other third party payors identified by the parties ("Payers"), necessary to submit claims to each applicable payor. Client shall take all appropriate steps necessary to authorize Company to bill on its behalf.
- c. Responsibilities
 - i. Company Responsibility
 1. Company agrees to provide healthcare revenue cycle management services to the Client, which may include but are not limited to:
 - a. Insurance verification
 - b. Coding and billing
 - c. Claims submission and follow-up
 - d. Denial management and appeals
 - e. Payment posting and reconciliation
 - f. Accounts receivable management
 - g. Revenue reporting
 2. Company will provide initial guidance and continued education to Client related to establishing industry standard workflows, processes and policies to enable the effective and efficient submission of claims to Payers for Healthcare Services rendered.

3. Company will provide monthly reporting and ongoing, ad hoc, communication to Client related to the Revenue Cycle Management services.
 4. Company will provide Client with 30 days' notice for any new, or updates to, policies, requirements and/or regulations that will meaningfully impact Client.
- ii. Client Responsibility
1. Client will work in good faith with Company to ensure that services and billing fees are accurately captured and billed for.
 2. Client agrees to adhere to all Company policies, requirements and/or regulations related to the accuracy and efficient collection of payment from insurance Payers or state or federal healthcare programs for Client-provided healthcare services. Company or Client shall not seek collections from patients for Healthcare Services rendered by Client and subject to the Revenue Cycle Management services under this Agreement unless required by a state or federal healthcare program covering the patient, or by the patient's insurer.
 3. Client understands that Company policies, requirements and/or regulations may, from time-to-time, change.
 4. Client agrees to identify, train, and retain appropriate staff to act as a Revenue Integrity Liaison between Client and Company to facilitate communication and adherence to policies, requirements and/or regulations.
 5. Client agrees to execute necessary legal documents to facilitate Company's ability to bill on their behalf.

3. Payment / Fee Structure

- a. Company will retain the exclusive right to provide Revenue Cycle Management Services on behalf of Client.
- b. The parties agree to the following fee schedule:
 - i. Company shall be paid one hundred percent (100%) of the first thirty thousand (\$30,000) of all net collections generated annually from the revenue cycle management services under this agreement.
 - ii. After the first \$30,000 of all net collections per the subsection above, Company shall be paid eight percent (8%) of all further net collections generated annually from the revenue cycle management services under this agreement.
 - iii. Payment under this Section 3 is subject to adjustment based on state, federal, or insurance Payer audit, final settlement or reconciliation with state or federal health care programs or insurance Payers, or claims review by state or federal health care programs or insurance Payers results in retroactive disallowance or denial of claims. The fee referenced in Paragraph 3 above shall be adjusted in accordance with such audits, final settlement or reconciliation, and/or claim review results. The obligations under this subsection iii shall survive termination or expiration of this Agreement.

4. Term

- a. This Exhibit will take effect upon go-live of the system and shall remain in place for three (3) years. However, at the end of the first full year of billing, either party may request a review of the fee schedule in which case both parties shall negotiate in good faith a new fee schedule based on both costs to provide services to client as well as actual revenue collected.

EXHIBIT 9: Governance and Incentive Program Participation

Company may participate in Epic recognition programs including but not limited to Honor Roll Good Maintenance Grant program and Epic Gold Stars program.

Honor Roll Good Maintenance Grant program is a voluntary program that encourages adoption of features and functionality that help save lives, increase data exchange and improve satisfaction for patients, physicians and health systems.

Gold Stars program is a scorecard of how effectively Company uses the Epic system and provides a roadmap for improving clinical and financial outcomes.

Company also currently participates in **CHIME Most Wired** and **HIMSS Maturity Models**.

By partnering with Company, Client recognizes that any system changes required for Company to meaningfully participate in or qualify for Epic, and/or other Industry recognition programs will be adopted by their organization.

Company at its sole discretion may elect to discontinue any of these programs or add additional programs that it wishes to pursue. Client shall provide reasonable support as needed to help facilitate adoption of new programs or initiatives.

EXHIBIT 10: Agreement Term, Payment Terms and Pricing

Agreement Term

The Initial Agreement term shall be March 27, 2023 to February 28, 2027 (48 months). This includes approximately eleven (11) months leading up to the “Epic Go Live” date (3/27/23 – 03/01/24), upon which the three (3) year period commences including maintenance and support (03/01/24 – 02/28/27).

Initial Agreement – This agreement shall start on the Effective Date and be in effect during the Implementation periods and for three (3) years following the Go-Live Date.

Renewal Term(s)

With prior written approval by authorized representatives of both parties, each renewal shall extend the agreement for an additional three (3) years.

Payment Terms and Pricing

Practice shall pay Company total fees for both Implementation and Support in the amount of \$702,000 on the terms described below:

- One-time Implementation Fee of \$432,000
- Annual Support Fee of \$90,000 for 3-year term

In consideration that both Implementation and Annual Support are anticipated by Company to cost substantially more than the Fees, Client has also agreed to allow Company to retain a mutually agreed upon percentage of resulting collections of revenue cycle billings for work completed by Client. Client will work in good faith with Company to ensure that services and billing fees are accurately captured and billed for. Revenue cycle billing fee model is defined in Exhibit 8.

Implementation

Client has paid Company a one-time Implementation Fee upon execution date of the Letter of Intent (LOI). Company will not commence Implementation Services until it has received full payment of the Implementation Fees as well as a fully executed contract.

Annual Support

In consideration for the provision of the Support Services, Client shall pay Company an Annual Support Fee. The initial Support Fee payment for the year of Support Services shall be due within 30 days of the “Epic Go-Live” date. For each subsequent year during the Term, the Support Fee shall be due and payable on the anniversary date of the “Epic Go-Live” or such other day as mutually agreed upon by the parties.

Additional Services and Support

Company will work with Client to provide price estimates for services or support beyond the scope of the initial contract. Company reserves the right to evaluate, and provide approval or rejection for, each request to ensure alignment with Company's standards and vision for its technology platform. Optimization, Enhancement or Change Requests, as described above, will be evaluated, scoped and priced on a 'Time and Materials' basis with rates based on Company's then current labor rate card. Company will provide Client with a Statement of Work summarizing details, estimated costs and timelines for services requiring additional funding.

EXHIBIT B

PAYMENT TERMS

Contractor will not commence Implementation Services until it has received full payment of the Implementation Fees as well as a fully executed contract.

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt, review, and approval of invoice.
2. Invoices will be reviewed for approval by the County, Health Care for the Homeless, Deputy Director.
3. Total payment under the terms of this Agreement will not exceed the amount of, \$900,000. This cost includes all taxes and all other charges. To the extent that any funds received from the Revenue Cycle Management Services exceeds \$198,000, a contract amendment approved by the Board of Supervisors of the County of Alameda is required.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James + Gable Insurance Brokers (Walnut Creek) 1660 Olympic Blvd., Ste 325 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): 9259433264 FAX (A/C, No): 9259324260 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B : BETA Risk Management Authority</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B : BETA Risk Management Authority	N/A	INSURER C : Safety National Casualty Corporation	15105	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Alameda Health System Alameda Health Partners East Bay Medical Group 1411 E. 31st Street HCP Building, QIC 22103 Oakland, CA 94602 Phone: 5104374354															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Workers' Compensation			BETA-XWC-23-067	07/01/23	07/01/24	\$1,000,000 Excess of \$2,000,000 SIR
C	Excess Workers' Compensation			SR 4066651	07/01/23	07/01/24	Statutory Limits Excess of \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alameda Health System/Alameda Health Partners/East Bay Medical Group, \$2M Self Insured Retention (SIR)

CERTIFICATE HOLDER Insured's Copy Phone: Fax:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michele Reager
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**CERTIFICATE OF COVERAGE**

Named Member: Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596			
Certificate Number	Effective Date	Expiration Date	Retroactive Date *
HCL-23-067	07/01/2023 at 12:01 a.m.	07/01/2024 at 12:01 a.m.	07/01/1998 at 12:01 a.m.
Type of Coverage: <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
Limits of Liability: \$3,000,000 Per Claim \$10,000,000 Aggregate Per Contract Period		Deductible: \$500,000 Per Claim \$1,500,000 Aggregate Per Contract Period	
Description of Coverage: Evidence of Healthcare Entity Professional and General Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as supplemental member(s) as pertaining to County of Alameda Occupational Health/Pre-Employment Examination Services Contract PC 4657.			
Issue Date: June 23, 2023			
Certificate Holder: Alameda County - GSA Procurement and Support Services 1401 Lakeside Drive, Suite 907 Oakland, CA 94612		Authorized Representative:  Michele D. Reager, CPCU Vice President of Underwriting	

* the retroactive date applies to claims made coverage only

**CERTIFICATE OF COVERAGE**


Named Member: Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.										
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596												
Certificate Number	Effective Date	Expiration Date	Retroactive Date									
AL-23-067	07/01/2023 at 12:01 a.m.	07/01/2024 at 12:01 a.m.	N/A									
Type of Coverage: <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence												
Limits of Liability: \$1,000,000 Each Accident, Combined Single Limit The Combined Single Limit is subject to the following limits: <table> <tr> <td>Bodily Injury and Property Damage Liability</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Uninsured/Underinsured Motorist</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> <td>Each Accident</td> </tr> </table>				Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident	Uninsured/Underinsured Motorist	\$1,000,000	Each Accident	Medical Payments	\$5,000	Each Accident
Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident										
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident										
Medical Payments	\$5,000	Each Accident										
Deductible: Comprehensive: \$250 Each Loss Collision: \$500 Each Loss												
Description of Coverage: Evidence of Auto Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as supplemental member(s) as pertaining to County of Alameda Occupational Health/Pre-Employment Examination Services Contract PC 4657.												
Issue Date: June 23, 2023												
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EXHIBIT D
DEBARMENT AND SUSPENSION CERTIFICATION
COUNTY OF ALAMEDA

For Procurements Over \$25,000

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Alameda Health System

PRINCIPAL: James Jackson TITLE: Chief Executive Officer

SIGNATURE:  DATE: 9/27/2023

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and **Alameda Health System** (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper

record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business

Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a

criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the


HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.

- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

Name: Alameda Health System

By (Signature):  SF24F4AE9E024C2...

Print Name: James Jackson

Title: Chief Executive Officer

EXHIBIT E.1

If, when, and to the extent that Alameda County Health Care for the Homeless engages in conduct in connection with this Agreement and/or the use of the System that would require it to be AHS's business associate under HIPAA, CMIA, and/or related state or federal regulations, Alameda County Health Care for the Homeless agrees to be bound as AHS' business associate under this exhibit and comply with the requirements of a business associate under this exhibit.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") governs the PHI (as defined herein) that may be shared by Covered Entity with the Business Associate (as such terms are defined below) related to community health services which Alameda Health Care for the Homeless, having offices at 1404 Franklin St., Suite 200, Oakland, CA 94612, ("Business Associate") provide to Alameda Health System, organized under the laws of the State of California and having offices at 1411 East 31st Street, Oakland, CA 94602 ("Covered Entity").

Recitals

- A. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- B. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.413(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R") and contained in this Agreement.

Accordingly, Alameda Health System and Business Associate agrees as follows:

1. Definitions.

- a. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "HIPAA Regulations" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164.
- c. "Breach" shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17921.

- d. “*Business Associate*” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R Section 160.103.
- e. “*Covered Entity*” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 C.F.R Section 160.103.
- f. “*Designated Record Set*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. “*Electronic Protected Health Information*” means Protected Health Information that is maintained in or transmitted by electronic media.
- h. “*Electronic Health Record*” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. “*Health Care Operations*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. “*Privacy Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. “*Protected Health Information or PHI*” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- l. “*Unsecured PHI*” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
- m. “*Security Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms under HIPAA and the HIPAA Regulations.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)

- A. Performance of Services. Except as otherwise limited in this Agreement, Business Associate is permitted to use or disclose PHI on behalf of, or to provide services to, Covered Entity provided that such use or disclosure (1) would not violate HIPAA or HITECH if done by the Covered Entity; (2) violate the minimum necessary policies and

procedures of the Covered Entity; or (3) if such use or disclosure is expressly permitted under Section 2.2 of this Agreement.

B. Business Activities of the Business Associate. Unless as otherwise limited in this Agreement:

- i. Business Associate may use PHI for (i) its proper management and administration, (ii) to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- ii. Business Associate may disclose PHI to a third party for the purpose of (i) its proper management and administration; (ii) to fulfill any present or future legal responsibilities; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, it must obtain, prior to making any such disclosure, (i) reasonable written assurances from the third party to whom the PHI is disclosed that such Protected Information will be held confidential and only disclosed as required by law or for the purpose for which it was disclosed to the third party; and (ii) a written agreement from such third party to immediately notify the Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- iii. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. 164.502(j)(1).

3. **RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PROTECTED HEALTH INFORMATION**

A. Responsibilities of the Business Associate. With regard to its access, use and/or disclosure of PHI the Business Associate hereby agrees to do the following:

- i. Use and/or disclose the PHI only as permitted or required by this Agreement as defined in Section 2 or as otherwise required by law.
- ii. Not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

- iii. Not de-identify any PHI created or received by Business Associate under this Agreement.
- iv. Report in writing to Covered Entity any access, use or disclosure of the PHI in violation of this Agreement, and any breach of unsecured PHI of which it becomes aware as soon as reasonably practicable.
- v. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper access, use and/or disclosure of PHI that the Business Associate reports to the Covered Entity.
- vi. Implement and use formal policies and procedures that address appropriate administrative, physical and technical safeguards to prevent any access, use or disclosure of the PHI other than uses and disclosures expressly provided for by this Agreement. Business Associate's formal policies and procedures will comply with AHS's HIPAA Privacy and Security policies, standards and procedures for protection, digital file transfer, encryption, and storage, both physical and digital, of patient data. These policies and procedures include but are not limited to: Acceptable Use of Information Systems Policy, Information System Access, Remote Access to Information Systems Policy, and Information System Security Transmission Policy, and any subject matter adjacent policies. Copies of said policies are available upon written request.
- vii. Ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI and implement administrative, physical and technical safeguards, 45 C.F.R. Sections 164.504(e)(2)(ii)(D) and 164.308(b). Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation, 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).
- viii. Make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Secretary of the Department of Health and Human Services ("Secretary") for purposes of determining the Receiving Entity's compliance with this Agreement, 45 C.F.R. Section 164.504(e)(2)(ii)(H).
- ix. Upon prior written request, make available all records, books, agreements, policies and procedures relating to the access, use and/or disclosure of PHI to the Covered Entity within 30 days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
- x. Document such disclosures of PHI made by Business Associate and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and the policies of Covered Entity.

- xi. Provide to Covered Entity information collected in accordance with Section 3(A)(i) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), and the policies of Covered Entity. Such information shall be provided within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure, 45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528.
- xii. When requested by Covered Entity, Business Associate agrees to provide access to PHI in a designated record set to Covered Entity within ten (10) days in order to comply with the requirements under 45 C.F.R. 164.524 and the policies of Covered Entity.
- xiii. When requested by Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 and the policies of Covered Entity. Such amendments shall be made by Business Associate within ten (10) days of receipt of a request from Covered Entity.
- xiv. Subject to Section 6(D) below, return to the Covered Entity or destroy, within 60 days of the termination of this Agreement, all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies whether in paper, electronic, or any other form of media.
- xv. Access, use, and disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, 42 U.S.C. Section 17935(b) and 45 C.F.R. Section 164.514(d)(3). Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- xvi. During the term of this Agreement, Business Associate shall notify Covered Entity within seventy-two (72) hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI of which Business

Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies, (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations and (iii) responsibility for the cost of notification including, but not limited to, cost of monitoring mailer notification centers, call centers, and credit monitoring. Business Associate is subject to civil and criminal penalties if Business Associate violates the Privacy Rule or the terms of this Agreement.

4. **RESPONSIBILITIES OF THE COVERED ENTITY WITH RESPECT TO PROTECTED HEALTH INFORMATION**

A. Covered Entity shall not request Business Associate to access, use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity or that is not otherwise expressly permitted under Sections 2 and 3 of this Agreement.

5. **INFORMATION OWNERSHIP**

A. Information Presumed Owned by Covered Entity. The following provisions control the ownership of PHI Disclosed under this Agreement. These provisions shall not apply to information which (a) is readily available or can be readily ascertained through public sources, (b) a party has previously Received from a source or sources legally entitled to Disclose such Information to the party, or (c) can be demonstrated by documentation to have been independently developed by the Business Associate without reference to any information provided by the Covered Entity.

- i. All information shall be deemed to be the exclusive property of the Covered Entity, unless (a) otherwise expressly agreed in writing or (b) the information was previously received by the Covered Entity from another party to this Agreement, who did not disclaim ownership in writing.
- ii. A disclosure of PHI shall not transfer legal title to information to the Business Associate, unless otherwise expressly agreed in writing.

6. **TERMS AND TERMINATION OF THE AGREEMENT**

A. Term. This Agreement shall become effective when Covered Entity begins to provide PHI to Business Associate or the date of the last signature, whichever is sooner (“Effective Date”), and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in Section 6 of this Agreement.

B. Termination by the Covered Entity. In the event of a breach of any provision of this Agreement by Business Associate, the Covered Entity will: (i) provide the Business Associate within 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

C. Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating.

D. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Business Associate, its agents, and its subcontractors shall retain no copies of the PHI. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- ii. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, 45 C.F.R. Section 164.504(e)(2)(ii)(J).

7. Miscellaneous


- a. *Regulatory References.* A reference in this Agreement to a section in HIPAA or the HIPAA Regulations or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. *Survival.* The respective rights and obligations of Business Associate under Section 3 of this Agreement shall survive the termination of this Agreement.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Regulations, and the HITECH Act.
- d. *State Law.* Nothing in this Agreement shall be construed to require Business Associate to access, use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such access, use or disclosure.
- e. *Indemnification.* Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in

connection with the representations, duties and obligations of Business Associate under this Agreement.

- f. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- g. *Amendment to Comply with Law.* This Agreement shall only be amended upon written consent of the parties and the parties agree to take such actions as is necessary to implement any developments in the standards and requirements of HIPAA, the HITECH Act, the HIPAA Regulations, and other applicable laws. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA Regulations, and other applicable laws. Covered Entity may terminate this Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.
- h. *Primacy.* To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.
- i. *Governing Law.* This Agreement shall be interpreted under and governed by the laws of the State of California. All claims arising or relating in any way to this Agreement must be brought solely in the County of Alameda, California; and with respect to any such claims, you waive any objection regarding this location being an inconvenient forum, and you consent to personal jurisdiction in the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE

DocuSigned by:

CB284AE84C50405...

1000 San Leandro Blvd., Suite 300

Street Address


San Leandro, California 94577

City, State, Zip Code

9/28/2023

Date Signed

**ALAMEDA HEALTH SYSTEM
A PUBLIC HOSPITAL AUTHORITY**

DocuSigned by:

3F24F4AE9E624C2...

9/27/2023

Date

Exhibit F

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as

otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.