

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM:** 18.3  
(ID # 30018)

**MEETING DATE:**  
Tuesday, April 14, 2026

**FROM :** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM- MEDICAL CENTER: Approve Amendment No. 11 to the Master Service Agreement with Loma Linda University Shared Services to add new Epic updates, AI documentation tools, and system optimizations, effective upon signature through September 30, 2026, All Districts. [Total Amendment Cost \$9,130,916; up to \$913,091 in Additional Compensation; 100% Hospital Enterprise Fund - 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 11 to the Master Service Agreement with Loma Linda University Shared Services to implement additional functionality into the Epic system, increase the total contract aggregate amount by \$9,130,916 from \$166,323,746 to \$175,454,662 through the current termination of September 30, 2026, and authorize the Chair of the Board to sign the Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and in a form approved by County Counsel, to sign amendments including modifications of the statement of work that stay within the intent of the Agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total cost of the Amendment; and
3. Authorize the Purchasing Agent to issue Purchase Orders for goods and/or services that do not exceed the total contract amount.

**ACTION:**Policy

  
Jennifer Cruikshank, Chief Executive Officer - Health System


3/5/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 14, 2026  
xc: RUHS-MC

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$9,130,916	\$0	\$9,130,916	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26	

**C.E.O. RECOMMENDATION: Approve**

**BACKGROUND:**

**Summary**

The requested Board action requests approval of Amendment No. 11 to the Master Services Agreement (MSA) with Loma Linda University Shared Services (LLUSS) to add new Epic updates, AI documentation tools, and system optimizations through the current termination of September 30, 2026.

Amendment No. 11 updates the long-standing agreement between LLUSS and RUHS to add new technology projects, software integrations, and Statements of Work (SOWs) supporting the Epic electronic health record (EHR) platform.

**Key Actions in this Amendment:**

- Adds New Software Tools:
  - Incorporates two new third-party applications – Nabla and Ambience.
- Introduces Ten New Statements of Work (Appendices J-1 through J-10)

Each appendix outlines a specific project area, including:

- Epic upgrades
- Hardware upgrades
- Ambient AI Pilot Project
- Ancillary Applications
- Care Management Tools Expansion Project
- eConsent
- Epic Efficiency & Workflow Improvement Project
- Office on Aging Optimization & Expansion Project
- Patient Access and Referrals Project
- Public Health Optimization
- Adds a Participant/Subparticipant Exhibit (Epic Nexus QHIN):
  - Incorporates Epic’s required “Participant/Subparticipant Terms of Participation” to support RUHS’s participation in the Epic Nexus Qualified Health Information Network (QHIN) for health data exchange.
- Updates the Service Level Agreement (Exhibit C):

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- Reflects revised EHR recurring costs and adds the new vendors (Ambience and Nabla) with their associated per-provider monthly fees.
- Standardizes Acceptance and Implementation Processes:
  - Defines how each project's implementation plan, milestone schedule, and testing will be developed and approved.
  - Includes formal acceptance criteria, digital signature authorization, and references to California's electronic transactions law (CUETA).

As the Riverside University Health System has expanded scope of services and access to care for the population they serve, especially in underserved areas of the County, it has been essential to invest in the ongoing expansion and development of the EPIC platform to accommodate the growth in size and complexity of the system.

The SOW's incorporated into Amendment No. 11 are reflective of strategic goals, specialized projects, and continuity of the EPIC platform to address changes in healthcare delivery and performance outcomes.

**Impact on Residents and Businesses**

These services are a component of RUHS's systems of care aimed at improving the health and safety of its patients and the community.

**Contract History and Price Reasonableness**

On September 22, 2015, Agenda Item #3.30, the Board of Supervisors approved the Master Services Agreement (MSA) with Loma Linda University to implement (\$53,140,716 one-time payment) and maintain (\$42,235,335) the new Epic Medical Health Records system. The original term stated it was a five (5) year agreement after the initial Go-Live which occurred October 2016. Therefore, the contract is actually a six (6) year agreement, 2015-2021.

During the initial six (6) year term of the Agreement, seven amendments were executed to add new statements of work and functionalities totaling \$19,381,839 as follows:

On May 3, 2016, Agenda Item #3.29, the Board of Supervisors approved the first amendment to the MSA for implementation and ongoing maintenance with expenditures of \$400,000 to be funded by the project budget.

On December 13, 2016, Agenda Item #3.53, the Board of Supervisors approved the second amendment to the MSA to license, install and maintain additional software for EPIC operations for \$2,484,601, increasing the total contract to \$45,720,665.

On July 31, 2018, Agenda Item #3.36, the Board of Supervisors approved the third amendment to the MSA to add six new functionalities to the Epic system at no cost to Riverside County.

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On April 16, 2019, Agenda Item #3.12, the Board of Supervisors approved the fourth amendment to the MSA to add functionalities, increasing the total contract to \$50,585,789.

On December 10, 2019, Agenda Item #15.3, the Board of Supervisors approved the fifth amendment to the Master Service Agreement with LLUSS to add additional functionalities, increasing the total contract to \$51,806,252.

On April 7, 2020, Agenda Item #15.1, the Board of Supervisors approved the sixth amendment to the Master Service Agreement with LLUSS to ratify and approve additional functionality into EPIC system at a cost of \$7,785,469.07 over the remaining two years of the contract.

On February 9, 2021, Agenda Item #15.2, the Board of Supervisors approved the seventh amendment to the Master Service Agreement with LLUSS to ratify and approve additional functionalities into the EPIC system in response to Covid-19 at a cost of \$3,026,182 through September 21, 2021, increasing the total contract to \$62,617,903.

On June 2021, as part of an internal reconciliation effort, RUHS Purchasing restated the total contract value to \$66,173,588 to reflect the corrected annual Service Level Agreement (SLA) totals and revise overstated contract amounts.

On December 14, 2021, the Board of Supervisors approved the eighth amendment to the Master Service Agreement with LLUSS to exercise a 5-year renewal option for the EPIC Electronic Health Records System through September 30, 2026, increasing the total contract to \$135,312,138.

On December 6, 2022, Agenda Item #15.1 the Board of Supervisors approved the ninth amendment to the Master Service Agreement with LLUSS to add additional functionality into the Epic system at a cost of \$20,921,386.83, increasing the total contract to \$156,233,525.

On August 27, 2024, Agenda Item #15.1, the Board of Supervisors approved the tenth amendment to the Master Service Agreement with LLUSS to implement additional functionality into the Epic system at a cost of \$10,090,221, increasing the total contract amount to \$166,323,746

Board approval of this Amendment is required as it exceeds both the \$750,000 threshold authorized under Patient Care Resolution No. 2024-127, Agenda Item #3.32 dated June 11, 2024, and exceeds the authority delegated to the purchasing agent to sign amendments to the compensation provisions.

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**ATTACHMENTS:** AMENDMENT NO. 11 TO THE MASTER SERVICES AGREEMENT  
FOR EPIC IMPLEMENTATION SERVICES BETWEEN LOMA LINDA UNIVERSITY  
SHARED SERVICES AND RIVERSIDE UNIVERSITY HEALTH SYSTEM

*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet

3/30/2026

*Jacqueline Ruiz*

Jacqueline Ruiz, Principal Analyst

4/9/2026

*Gregg Gu*

Gregg Gu, Chief of Deputy County Counsel

3/31/2026

**Amendment No. 11 to  
Master Services Agreement**

This Amendment No. 11 (“**Amendment No. 11**”) is dated as of [APR 14], 2026 (the “**Amendment Effective Date**”) amending that certain Master Services Agreement dated as of September 22, 2015 (the “**Agreement**”), Agenda Item 3-30, as amended by that certain Amendment No. 1 dated as of May 3, 2016 (“**Amendment No. 1**”), Agenda Item 3-29 and by that certain Amendment No. 2 dated as of December 13, 2016 (“**Amendment No. 2**”), Agenda Item 3.53 and by that certain Amendment No. 3 dated as of June 28, 2018 (“**Amendment No. 3**”), Agenda Item 3.36 and by that certain Amendment No. 4 dated as of April 16, 2019 (“**Amendment No. 4**”), Agenda Item 3.12 and by that certain Amendment No. 5 dated as of December 10, 2019 (“**Amendment No. 5**”), Agenda Item 15.5 and by that certain Amendment No. 6 dated as of April 7, 2020 (“**Amendment No. 6**”), Agenda Item 15.5, and by that certain Amendment No. 7 dated as of February 9, 2021 (“**Amendment No. 7**”), Agenda Item 15.2, and by that certain Amendment No. 8 dated as of December 14, 2021 (“**Amendment No. 8**”), Agenda Item 15.4, and by that certain Amendment No. 9 dated as of December 6, 2022 (“**Amendment No. 9**”), Agenda Item 15.1, and by that certain Amendment No. 10 dated as of August 27, 2024 (“**Amendment No. 10**”), Agenda Item 15.1, the “**Agreement**”, between Loma Linda University Shared Services, a California nonprofit corporation, on behalf of itself and its Affiliates (“**LLUSS**”) and the County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System formerly known as Riverside County Regional Medical Center (“**Customer**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Agreement.

Recitals

A. The Agreement permits Customer to request, and LLUSS to agree to provide, certain additional services related to the LLUSS EHR Platform, its implementation and ongoing use. Any such additional services desired by Customer constitute a Change Request, governed by the provisions of Section 4 of the Agreement.

B. Customer has submitted to LLUSS the Customer Change Request Form, pursuant to which Customer has requested that LLUSS provide additional services under Section 4(c) (ii) which LLUSS is willing to provide, on the terms and conditions set forth herein.

C. The parties desire to amend the Agreement on the terms and conditions set forth herein.

Agreement

1. Amendment to Exhibit A, Implementation Statement of Work.

(a) Paragraph 2.2, Required Third Party Software, of Exhibit A, entitled “Implementation Statement of Work”, is amended to add the following after the existing paragraph 2.2:

Nabla – Ambient audio capture platform that generates structured EHR documentation.

Ambience – Ambient medical companion that captures clinician–patient conversations and structures EHR documentation.

2. Additional Statements of Work.

(a) Attached to this Amendment No. 11 as Exhibit A is Statement of Work Appendix J-1 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution

of this Amendment No. 11, Statement of Work Appendix J-1 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(b) Attached to this Amendment No. 11 as Exhibit B is Statement of Work Appendix J-2 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-2 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(c) Attached to this Amendment No. 11 as Exhibit C is Statement of Work Appendix J-3 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-3 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(d) Attached to this Amendment No. 11 as Exhibit D is Statement of Work Appendix J-4 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-4 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(e) Attached to this Amendment No. 11 as Exhibit E is Statement of Work Appendix J-5 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-5 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(f) Attached to this Amendment No. 11 as Exhibit F is Statement of Work Appendix J-6 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-6 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(g) Attached to this Amendment No. 11 as Exhibit G is Statement of Work Appendix J-7 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-7 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(h) Attached to this Amendment No. 11 as Exhibit H is Statement of Work Appendix J-8 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-8 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(i) Attached to this Amendment No. 11 as Exhibit I is Statement of Work Appendix J-9 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-9 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

(j) Attached to this Amendment No. 11 as Exhibit J is Statement of Work Appendix J-10 prepared by the parties in accordance with the provisions of Section 4.4 of the Agreement. Upon execution of this Amendment No. 11, Statement of Work Appendix J-10 shall be binding on the parties in accordance with its terms and is hereby incorporated by reference into the Agreement.

3. Participant/Subparticipant Terms of Participation. Attached to this Amendment No. 11 as Exhibit K is that certain "Participant/Subparticipant Terms of Participation Exhibit to the Epic Nexus QHIN Participation Agreement", setting forth the terms required by Epic to be included in each

Participant/Subparticipant Agreement. By execution of this Amendment No. 11, Customer and LLUSS incorporate by reference each and every term of the attached Participant/Subparticipant Terms of Participation Exhibit to the Epic Nexus QHIN Participation Agreement into the Agreement, and intend that the Agreement constitute a “Participant-Subparticipant Agreement” as defined in in Section 1.36 of the QHIN Agreement.

4. Amendment to Exhibit C, Service Level Agreement. The Changes requested by Customer and reflected in third party licensing as listed in paragraph 6.2 of the Service Level Agreement, impacts Support Services and requires an amendment to the Service Level Agreement.

(a) The chart in Paragraph 6.1(a) of the Service Level Agreement, attached as Exhibit C to the Agreement, represents the EHR Recurring Costs prior to the implementation of the Appendices referenced in this Amendment No. 11. Upon the effective date referenced in the footnotes below, the chart in Paragraph 6.1(a) of the Service Level Agreement is hereby amended to reflect the change to the EHR Recurring Costs referenced in the applicable Appendix. Upon implementation of all such Appendices, the chart in Paragraph 6.1(a) of the Service Level Agreement is deleted in its entirety and replaced with the following chart:

Customer EHR Recurring Costs		
EHR Recurring Costs		
Maintenance Costs		
Ambulatory, Inpatient and API	\$	2,275,349.00
Interface/Analytics	\$	108,964.00
Subtotal Maintenance Costs	\$	2,384,313.00
Other License Costs		
Third Party Software	\$	1,177,060.82
Hosting and Cache Costs	\$	1,687,299.07
Subtotal EHR Costs	\$	5,248,672.89
LLUSS Resources		
Application Analysts <sup>1 2 3</sup>	\$	9,809,035.83
Service Desk	\$	426,400.00
Project Leadership	\$	641,212.00
Technical Resources	\$	647,687.92
Training Resources	\$	865,020.00
GIS Support Resources	\$	23,400.00
Subtotal LLUSS Resource Costs	\$	12,412,755.75
Total Recurring Annual Costs	\$	17,661,428.64

<sup>1</sup> \$234,000 added for Office on Aging; effective immediately upon execution of the Agreement

<sup>2</sup> \$274,632 added for Epic Rehab; effective upon acceptance of Exhibit A Statement of Work Appendix J-9

<sup>3</sup> \$268,324.00 added for Epic Willow Amb and Bugsy; effective upon acceptance of Exhibit A Statement of Work Appendix J-4

(b) The chart in Paragraph 6.2 of the Service Level Agreement represents the third-party vendors prior to the implementation of the Appendices referenced in this Amendment No. 11. As each Appendix is implemented, the chart in Paragraph 6.2 of the Service Level Agreement is hereby amended to reflect the change to the third-party vendors (existing and new) referenced in such Appendix. Upon implementation of all such Appendices, the chart in Paragraph 6.2 of the Service Level Agreement is amended to add the following third-party vendors under the heading “New Vendors” to the end of the chart and to modify the entries with respect to the existing vendors under the heading “Modifications” below:

Third party vendor	License Cost	Annual Maintenance	Transaction Cost basis	Transactional Cost	Effective Date
<i>New Vendors:</i>					
Ambience	N/A	Pass-thru	\$200/Provider/Month	Pass-thru	On Acceptance
Nabla	N/A	Pass-thru	\$160/Provider/Month	Pass-thru	On Acceptance

5. Acceptance Criteria and Testing. Paragraph 3 of each Addendum attached hereto describes the acceptance criteria and testing that will be used to confirm that the deliverable described in such Addendum meets the applicable acceptance criteria therefor and paragraph 4 of each Addendum described the milestone schedule. The parties desire to describe the process in which they are to develop acceptance criteria, milestone schedule and test against the acceptance criteria, as is more particularly set forth in this Section 5 of Addendum No. 11:

(a) Implementation Plan:

(i) For each Appendix that describes “Agreed upon implementation plan” as phase 3 of the milestone schedule, LLUSS will deliver to Client an Implementation Schedule that outlines the expected schedule for the implementation of the work described in such Appendix, including the initially proposed implementation sequence, schedule, high-level list of deliverables and high-level description of the data types for conversion from certain legacy systems, if any. LLUSS will update such Implementation Schedule as appropriate, to list with reasonable specificity the activities, tasks, responsibilities, Deliverables, milestones, deadlines, and resource assignments for the implementation of the work described in such Appendix. The parties’ project teams will review and approve the detailed Implementation Schedule, and upon an agreement, will constitute the “Implementation Schedule” hereunder, subject to the change control process set forth in the Agreement.

(ii) If the parties are unable to agree in writing to the detailed Implementation Schedule, then Client may, upon written notice to LLUSS not more than ten (10) days from the date identified by LLUSS, terminate the implementation of the work described in such Appendix.


(b) Acceptance Criteria:

(i) For each Appendix that describes “Test data validated by Customer and LLUSS” as phase 9 of the milestone schedule, LLUSS will develop test data that tests whether the deliverable substantially meets the business and technical requirements (Phase 5), agreed upon future state workflows (Phase 6) and agreed upon a build design (Phase 7) described in such milestone schedule. The acceptance

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 11 to be duly executed and delivered as of the Amendment Effective Date.

**LLUSS:**


Loma Linda University Shared Services, a California nonprofit religious corporation, on behalf of itself and its affiliates

By:   
Name: Angela Lalas  
Its: Executive VP for Finance/CFO

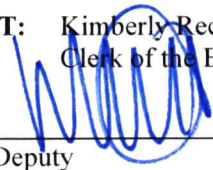
01/28/2026

**CUSTOMER:**

The County of Riverside, on behalf of Riverside University Health System

By:   
Name: Karen Spiegel, Chairperson  
Its: Board of Supervisors

**ATTEST:** Kimberly Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

By: 

criteria will be met if the deliverable performs without reproducible error or defect that results in the failure of the deliverable to operate or to produce output in substantial conformity to descriptions of such operation or output in the agreed upon business and technical requirements (Phase 5).

6. No Other Amendment or Modification. All other terms and conditions of the Agreement not specifically amended or modified by this Amendment No. 11 shall remain in full force and effect.

7. Electronic (Digital) Signatures. This Amendment No. 11 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment No. 11 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 11. The parties further agree that the electronic signatures of the parties included in this Amendment No. 11 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## EXHIBIT A

### STATEMENT OF WORK APPENDIX J-1

#### 2025 EPIC UPGRADES AND TECHNOLOGY REFRESH PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to the Epic Fall 2024, Spring 2025, Fall 2025, and Spring 2026 upgrades (including Azure cloud migration) and other upgrade or technology refresh projects. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to build and implement Epic Fall 2024, Spring 2025, Fall 2025, and Spring 2026, and system upgrades and other necessary system upgrades, updates, or technology refreshes in the Customer Service Area, as more particularly described in this Appendix J-1. Any system upgrade build will be completed first in the non-production environments along with integrated testing and acceptance before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources.

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-1.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-1. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-1. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements in the Resources section of this document. These resources will be engaged as outlined in the timelines of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to only the build and implementation of Epic system upgrades, updates, and technology refreshes in the Customer Service Area.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the upgrades, updates, or technology refreshes described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the upgrades, updates, or technology refreshes described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each of the upgrades, updates or technology refreshes described in this Appendix J-1.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed project intake and change request forms to request the Work – see paragraph 1 of this Appendix J-1
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS

10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-1 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

The Customer Service Area will include upgrades, special updates, and technology refreshes. Upon a successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

Additional software tools and licensing are required to develop and implement this change to the Customer Service Area and the costs are listed below in the resources section.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resource and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts, Technical Resources, Principal Trainers, Project Leadership	\$ 1,885,183.48
Hardware, Software & Epic Licensing	\$ 75,500.00
<b>Total Estimated Cost</b>	<b>\$ 1,960,683.48</b>

## EXHIBIT B

### STATEMENT OF WORK APPENDIX J-2

#### 2025 HARDWARE & TECHNOLOGY REFRESH PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to network hardware upgrades or technology refresh projects. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to build and implement technology upgrades and other necessary system upgrades, disaster recovery, or technology refreshes in the Customer Service Area, as more particularly described in this Appendix J-2. Any system upgrade build will be completed first in the non-production environments along with integrated testing and acceptance before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources.

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-2.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-2. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-2. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated

resource requirements in the Resources section of this document. These resources will be engaged as outlined in the timelines of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to only the build and implementation of Epic system upgrades, updates, and technology refreshes in the Customer Service Area.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the hardware upgrades, updates, or technology refreshes described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the upgrades, updates, or technology refreshes described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each of the upgrades, updates or technology refreshes described in this Appendix J-2.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed project intake and change request forms to request the Work – see paragraph 1 of this Appendix J-2
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS

10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-2 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in immediate paragraph above.

6. Integration and Installation:

The Customer Service Area will include upgrades, special updates, and technology refreshes. Upon a successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

Additional software tools and licensing are required to develop and implement this change to the Customer Service Area and the costs are listed below in the resources section.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resource and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
Technical Resources & Project Leadership	\$146,125.00
Hardware, Software & Additional Third Party Licensing	\$ 755,000.00
<b>Total Estimated Cost</b>	<b>\$ 901,125.00</b>

## EXHIBIT C

### STATEMENT OF WORK APPENDIX J-3

#### AMBIENT AI PROJECTS

This Statement of Work sets forth the selection criteria, scope of work, milestones, fees and additional and different terms and conditions specific to the implementation of EHR integrated ambient AI software in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-3 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to implement EHR integrated ambient AI software in the Customer Service Area, as more particularly described in this Appendix J-3.

Implementation is considered in scope for Physicians in the following areas, as prioritized by the Customer:

- Community Health Centers
- Hospital Outpatient Departments
- Inpatient
- Emergency Room

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-3.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-3. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-3. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user

training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the build and implementation of value-based projects for the Customer. Customer resources that serve as Subject Matter Experts for supporting clinical and business processes are required participants for the success of this project. The milestone schedule in this Statement of Work outlines the key events that must be achieved by the project team in order to realize a successful implementation.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the proactive value-based optimizations described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the proactive value-based optimizations described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied in this Appendix J-3.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-3
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design

8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-3 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in immediate paragraph above.

6. Integration and Installation:

This change will support the requirements and workflow defined as a part of this project. Upon a successful implementation, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement for this new integrated application in the Customer Service Area.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts & Project Management	\$ 137,488.00
Third Party Software Licensing & Implementation Fees	\$300,000.00
<b>Total Estimated Costs</b>	<b>\$ 437,488.00</b>

## EXHIBIT D

### STATEMENT OF WORK APPENDIX J-4

#### ANCILLARY APPLICATIONS MODULE IMPLEMENTATION PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to implementing Epic ancillary applications in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-4 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to perform discovery, build, and implement Epic ancillary applications as requested in the Customer Service Area, as more particularly described in this Appendix J-4. The following objectives are considered in scope for discovery and implementation in the Customer Service Area:

Configuration and install of Willow Ambulatory applications within the Customer's existing specialty pharmacies. Willow Ambulatory provides the Customer pharmacy with integrated tools to track, review, prepare, and dispense medications.

- Willow Ambulatory
- Willow Ambulatory Inventory
- Willow Inpatient Inventory
- CompassRose for Specialty Pharmacy

Configuration and install of the Buggy application, providing infection control staff tools to manage infections and isolations, analyze infection trends, and report to regulatory entities.

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-4.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-4. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-4. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing

Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the build and implementation of Epic functionality and workflows in the Customer Service Area to support Epic ancillary applications. Customer resources that serve as Subject Matter Experts for supporting clinical and business processes are required participants for the success of these projects. The milestone schedule in this Statement of Work outlines the key events that must be achieved by the project team in order to realize a successful implementation.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the additional specialty documentation tools described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the additional specialty documentation tools described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each new ancillary application implementation described in this Appendix J-4.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-4
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements

6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-4 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer’s Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

Annual maintenance support fees will result in an increase to the existing SLA of \$268,324.00 per year, pro-rated for any portion of the year commencing upon implementation in the production environment as described herein. The ongoing costs are outlined in the table below.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts	\$268,324.00
<b>Total</b>	<b>\$268,324.00</b>

Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts, Principal Trainers & Project Management	\$728,414.40
Epic Interface Licensing	\$60,000.00
Epic Software Licensing	\$56,000.00
Epic Implementation Services	\$351,000.00
Contingency	\$75,887.16
<b>Total Estimated Costs</b>	<b>\$1,271,301.56</b>

## EXHIBIT E

### STATEMENT OF WORK APPENDIX J-5

#### CARE MANAGEMENT TOOLS IMPLEMENTATION PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to implementing Epic functionality and workflows to support the expansion and optimization of care management support tools in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-5 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to optimize and enhance workflows allowing the Customer to utilize care management support tools in the Customer Service Area, as more particularly described in this Appendix J-5. The following objectives are considered in scope for discovery and implementation in the Customer Service Area:

Objectives for creation or enhancement of care management support tools include:

- Community Health Center, Behavioral Health, and other approved users to support Enhanced Care Management (ECM), include screening tools, assessments, and care planning
- Integration to eliminate duplicative documentation of assessment data in payor portal(s)
- Compass Rose application implementation/enhancement
- Creation of new referrals
- Support for billing of care management workflows
- Training curriculum review and coordination across for all programs and roles

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-5.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-5. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-5. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this

statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the build and implementation of Epic functionality and workflows in the Customer Service Area to support new specialty documentation tools. Customer resources that serve as Subject Matter Experts for supporting clinical and business processes are required participants for the success of these projects. The Milestone Schedule Section 4 in this Statement of Work outlines the key events that must be achieved by the project team in order to realize a successful implementation.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the additional specialty documentation tools described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the additional specialty documentation tools described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each new ancillary application implementation described in this Appendix J-5.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-5
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements

6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-5 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts & Technical Resources	\$1,170,000.00
EHR Analysts (@ cost + \$12.50)	\$340,875.00
Principal Trainer / Leadership (@ cost + \$12.50)	\$312,000.00
Project Management / Leadership	\$ 204,880.00
<b>Total Estimated Costs</b>	<b>2,027,755.00</b>

## EXHIBIT F

### STATEMENT OF WORK APPENDIX J-6

#### ECONSENTS PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to implementing Epic functionality and workflows to support the expansion and optimization of electronic informed consents in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-6 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

#### 1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to optimize and enhance workflows allowing the Customer to utilize electronic informed consents (eConsents) in the Customer Service Area, as more particularly described in this Appendix J-6. The following objective is considered in scope for discovery and implementation in the Customer Service Area:

- Integration to allow templates for iMed consents currently available in the Customer Service Area to be made available in Epic's eConsent functionality

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-6.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-6. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-6. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the build and implementation of Epic functionality and workflows in the Customer Service Area to support expansion and optimization of electronic informed consents. Customer resources that serve as Subject Matter Experts for supporting clinical and business processes are required participants for the success of these projects. The Milestone Schedule Section 4 in this Statement of Work outlines the key events that must be achieved by the project team in order to realize a successful implementation.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the eConsent functionality described herein is deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the additional eConsents functionality described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each new ancillary application implementation described in this Appendix J-6.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-6
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design

8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-6 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts & Technical Resources	\$9,000.00
EHR Analysts (@ cost + \$12.50/hr)	\$105,450.00
Project Management / Leadership	\$11,820.00
<b>Total Estimated Costs</b>	<b>\$126,270.00</b>

## EXHIBIT G

### STATEMENT OF WORK APPENDIX J-7

#### PATIENT THROUGHPUT & OR IMPROVEMENT PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to patient throughput and OR improvement optimization efforts in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-7 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to review current patient flow and OR metrics and recommend and implement optimization efforts to improve patient throughput and OR utilization, as more particularly described in this Appendix J-7. The following areas of focus are considered in scope for discovery and optimization in the Customer Service Area:

- Patient throughput
- Operating Room (OR) utilization
- Emergency Department (ED) and Operating Room (OR) wait times
- Transfer Center workflows, both internal and external
- Environmental Services efficiency

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to patient flow and OR utilization optimization efforts to improve metrics in the Customer Service Area. A critical milestone for this effort will be to develop a set of clearly defined business and technical requirements as well as future state integrated workflows for each of the changes found to be in scope for this Statement of Work.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the review of patient flow metrics and implementation of patient throughput optimization efforts described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is provided recommendations of optimization efforts to support patient flow optimization efforts described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the milestone schedule will signify that these criteria have been met by all involved parties.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied in each phase of this Appendix J-7.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-7
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager

13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-7 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful project completion as more particularly described in Section 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/ Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts, Principal Trainers, Project Leadership	\$ 235,354.00
EHR Analysts @ Cost	\$ 200,000.00
EPIC Analyst Resources, Travel Expenses	\$ 57,500.00
Subtotal	\$ 492,854.00
Project Contingency @ 10%	\$ 49,285.40
<b>Total Estimated Cost</b>	<b>\$ 542,139.40</b>

## EXHIBIT H

### STATEMENT OF WORK APPENDIX J-8

#### RIVCO OFFICE ON AGING OPTIMIZATION PROJECT STATEMENT OF WORK

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to the optimization of functionality to support the Riverside County Office on Aging's EHR based workflows. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-8 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the "Work"):

LLUSS shall use Commercially Reasonable Efforts to respond to requests for changes to the Customer Service Area that have been deemed Office on Aging optimization efforts by the Customer, as more particularly described in this Appendix J-8. This Statement of Work is for the funding of changes to the Customer Service Area that are outside the scope of work defined in the current Master Services Agreement and do not impact the costs of the current Service Level Agreement.

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-8.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-8. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources Section 10 of this Appendix J-8. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated

resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to only the build and optimization of Epic EHR functionality to support Riverside County Office on Aging workflows in the Customer Service Area. A critical milestone for this effort will be to develop a set of clearly defined business and technical requirements as well as future state integrated workflows as outlined in the Milestone Schedule Section 4 of this Statement of Work.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the Riverside County Office on Aging EHR functionality described herein is deemed accepted when the deliverables meet the acceptance criteria, and in any event if the Customer is able to utilize functionality to support the Customer’s partnership with Riverside County Office on Aging described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to the Epic EHR functionality to support Riverside County Office on Aging implementation described in this Appendix J-8.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-8
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS

10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-8 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

Annual maintenance support fees will result in an increase to the existing SLA of \$234,000.00 per year, pro-rated for any portion of the year commencing upon implementation in the production environment as described herein. The ongoing costs are outlined in the table below.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analyst - Ambulatory	\$58,500.00
EHR Analyst - Analytics	\$58,500.00
Project Management & Leadership	\$117,000.00
<b>Total</b>	<b>\$234,000.00</b>

10. Resources (type and estimated costs):

Resource costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analyst, Training and Technical Resources	\$ 117,000.00
Project Management & Leadership	\$ 25,610.00
<b>Total Estimated Costs</b>	<b>\$ 142,610.00</b>

EXHIBIT I

STATEMENT OF WORK APPENDIX J-9

PATIENT ACCESS & REFERRALS PROJECT

This Statement of Work sets forth the scope of work, milestones, fees and additional and different terms and conditions specific to utilizing a team of specialized resources for patient access process improvement projects in the Customer Service Area. This Statement of Work shall be effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms

used in this Statement of Work Appendix J-9 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the “Work”):

LLUSS shall use Commercially Reasonable Efforts to provide a team of specialized resources and project leadership to support patient access project work, as more particularly described in this Appendix J-9. The following objectives are considered in scope for discovery and implementation in the Customer Service Area:

- Optimize and transform scheduling and referral workflows to accommodate an access center approach
- Target scheduling and patient access improvements to increase provider utilization
- Utilize available EHR functionality to enhance the patient experience through EHR patient portal
- Provide workflows to allow inpatient scheduling for follow-up care prior to discharge

All other objectives are considered out of scope unless agreed upon by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-9.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-9. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-9. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule section of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the build and implementation of Epic functionality and workflows in the Customer Service Area to support patient access and referrals tools. Customer resources

that serve as Subject Matter Experts for supporting clinical and business processes are required participants for the success of these projects. The milestone schedule in this Statement of Work outlines the key events that must be achieved by the project team in order to realize a successful implementation.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the additional specialty documentation tools described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event if Customer is able to utilize the additional specialty documentation tools described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each new patient access and referrals tool described in this Appendix J-9.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed a project intake request form(s) to request the Work – see paragraph 1 of this Appendix J-9
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria

12	End-User training curriculum and content completed and delivered to Customer Training Manager
13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-9 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

There are no software tools or licensing needs directly associated with this Statement of Work.

Any additional software licensing with other parties will be the responsibility of the Customer only and any licensing or Agreement between Customer and the other party will not include LLUSS or impose any requirements on LLUSS.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Estimated resources and additional costs are provided below for LLUSS. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Costs</b>
EHR Analysts, Principal Trainers & Project Management	\$362,878.00
Operational Change Management Resources	\$106,860.00
EHR Analysts, Principal Trainers & Project Management @cost + \$12.50/hr admin fee	\$ 137,132.00
<b>Total Estimated Costs</b>	<b>\$606,870.00</b>

EXHIBIT J

STATEMENT OF WORK APPENDIX J-10

PUBLIC HEALTH OPTIMIZATION PROJECT

This Statement of Work sets forth the selection criteria, scope of work, milestones, fees and additional and different terms and conditions specific to satisfying Customer Epic Change Requests that meet the criteria for the RUHS Public Health optimization project. This Statement of Work shall be

effective on the date Amendment 11 is last executed. Such different and additional terms are applicable only to the Statement of Work described below and in no way alter the terms and conditions applicable to other Statement of Works incorporated into the Agreement by addition of other Statement of Work Appendices. All the terms used in this Statement of Work Appendix J-10 shall retain the same meaning as defined in the Agreement and such definitions are incorporated herein by reference.

1. Statement of Work Description (the “Work”):

LLUSS shall use Commercially Reasonable Efforts to respond to requests for changes to the Customer Service Area that have been deemed public health optimization efforts by the Customer, as more particularly described in this Appendix J-10. This Statement of Work is for the funding of changes to the Customer Service Area that are outside the scope of work defined in the current Master Services Agreement and do not impact the costs of the current Service Level Agreement.

All other deliverables are considered out of scope unless agreed upon in writing by the Customer and LLUSS.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed.

The build will be completed first in the non-production environments along with integrated testing and acceptance all as more particularly specified in paragraph 3 below before it can be implemented in the production environment of the Customer Service Area. The implementation will be a shared effort with LLUSS and Customer resources, as more particularly described in the milestone schedule of this Appendix J-10.

LLUSS will use a train-the-trainer model for the level of effort described in this Appendix J-10. LLUSS will use Principal Trainers to assist with the development of training documentation and curriculum, such as Tip Sheets and/or Quick Start Guides describing the new workflow, as more particularly described in the Resources section of this Appendix J-10. This standard LLUSS training documentation will serve as a starting point for the Customer training efforts and documentation. Customer will provide resources and Subject Matter Experts to engage with LLUSS Principal Trainers during the term of this statement of work as LLUSS deems necessary or appropriate. Customer will be responsible for providing Credentialed Trainers (CT) who have taken formal training and been credentialed in Epic application(s) through LLUSS outside of this statement of work. These CT's will be responsible for classroom training, managing the learning program, and maintaining the training content in the Customer's Learning Management System. Customer will also provide sufficient training facilities to accommodate end-user training. Additionally, Customer will provide project team workspace and meeting space to accommodate on-site meetings between LLUSS and Customer resources for this level of effort.

The Customer will provide resources and Subject Matter Experts to engage with LLUSS resources during the term of this Statement of Work as necessary or appropriate. LLUSS will outline the estimated resource requirements for both parties in the Resources section of this document. These resources will remain engaged as outlined in the Milestone Schedule Section 4 of this Statement of Work.

2. Specifications and Special Terms and Conditions:

This Statement of Work is applicable to the changes to the Customer Service Area that have been selected for public health optimization funding by the Customer and meets the requirements set forth in this Statement of Work.

3. Acceptance Criteria:

Using the process described in Section 5 of Amendment No. 11, the public health optimization efforts described herein are deemed accepted when the deliverables meet the acceptance criteria, and in any event the Customer is able to utilize the optimization build described herein in the Customer Service Area of the LLUSS EHR platform. Achieving the build validation milestone will signify that these criteria have been met by all involved parties. Upon the completion of this project, the Customer will transition to ongoing support and maintenance under the terms of the existing Service Level Agreement following this period.

4. Milestone Schedule:

The milestone schedule will be developed and approved by the Customer and LLUSS using the process described in Section 5 of Amendment No. 11, the following list of milestones will be iteratively and uniquely applied to each public health optimization effort described in this Appendix J-10.

	<b>DESCRIPTION OF MILESTONE</b>
1	Customer completed project intake and change request forms to request the Work – see paragraph 1 of this Appendix J-10
2	Project discovery and initial scoping
3	Agreed upon implementation plan
4	Project Resources assigned by LLUSS and Customer
5	Customer and LLUSS have reached and agreed upon a list of business and technical requirements
6	Customer and LLUSS have reached and agreed upon future state workflows
7	Customer and LLUSS have reached and agreed upon a build design
8	LLUSS completes the build in the Customer Service Area Test Environment
9	Test data validated by Customer and LLUSS
10	LLUSS completes the build in the Customer Service Area Production Environment
11	Customer and LLUSS tests the deliverables against the Acceptance Testing Criteria
12	End-User training curriculum and content completed and delivered to Customer Training Manager

13	Customer delivers end user change communication and training
14	LLUSS provides ongoing support and maintenance under the terms of the existing Service Level Agreement

5. Financial Terms:

Payment terms are as set forth in Section 10 of the Agreement and billed monthly as incurred. The project costs provided in this Appendix J-10 are an estimated level of effort only, and LLUSS will bill the Customer for all time and materials as incurred invoicing on the tenth day of each month an account of charges incurred in the immediately preceding month. Any changes to the charges estimated in the Resources Section 10 of this statement of work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to the Customer's Executive Leadership for approval. LLUSS shall have no obligation to continue efforts hereunder in the absence of approval of such change requests.

Any changes to the deliverables described in this Statement of Work will require a change request and approval before they will be accepted and billed. This request will be submitted by LLUSS to Customer Leadership for approval as more particularly described in the immediate paragraph above.

6. Integration and Installation:

Upon successful implementation as more particularly described in paragraph 3 above, LLUSS will provide ongoing support and maintenance services provided under the terms of the existing Service Level Agreement.

7. Hardware:

There are no hardware needs directly associated with this Statement of Work.

Any additional hardware needs will be the responsibility of the Customer only and will not impose any requirements on LLUSS.

8. Software Tools and Licensing:

Software Tools and Licensing will be specified in the requirements of each public health optimization project and all costs associated will be included in the project estimate.

9. Continuing Support (type and estimated costs):

This Statement of Work is estimated to not impact annual costs. Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

Should a change to the existing Service Level Agreement be identified through additional discovery or project planning efforts, this information will be presented to Customer Leadership and a change request amended to this Statement of Work.

10. Resources (type and estimated costs):

Costs for each public health optimization effort as described in this Appendix J-10, shall be estimated based on the terms of the Master Service Agreement and Service Level Agreement and will be provided to the Customer for approval for each project. All costs are an estimated level of effort and could change due to delays or changes in project scope.

<b>Resource/Cost Item</b>	<b>Estimated Cost</b>
EHR Application Analysts, Instructional Designers, Technical Resources	\$544,635.00
Operational Change Management Resources	\$117,000
<b>Total Estimated Costs</b>	<b>\$661,635.00</b>

EXHIBIT K

PARTICIPANT/SUBPARTICIPANT TERMS OF PARTICIPATION  
EXHIBIT TO THE EPIC NEXUS QHIN PARTICIPATION AGREEMENT

**Participant/Subparticipant Terms of Participation Exhibit to the  
Epic Nexus QHIN Participation Agreement**

## Participant/Subparticipant Terms of Participation

### Introduction:

Section 4003 of the 21st Century Cures Act directed the U.S. Department of Health and Human Services (“HHS”) National Coordinator for Health Information Technology to, “in collaboration with the National Institute of Standards and Technology and other relevant agencies within the Department of Health and Human Services, for the purpose of ensuring full network-to-network exchange of health information, convene public-private and public-public partnerships to build consensus and develop or support a trusted exchange framework, including a common agreement among health information networks nationally” (the “Trusted Exchange Framework and Common Agreement”<sup>SM</sup> or TEFCA<sup>SM</sup>). The common agreement referenced in the foregoing sentence is the Common Agreement for Nationwide Health Information Interoperability entered into by each Qualified Health Information Network™ (“QHIN™”) that has been Designated to participate in TEFCA. The Common Agreement requires that every QHIN contractually obligate their TEFCA Participants, who in turn are required to contractually obligate their Subparticipants to comply with the Participant/Subparticipant Terms of Participation (“ToP”).

Upstream QHIN, Participant, or Subparticipant (“QPS”), as defined below, must ensure that these ToP are included, directly or by reference, in a legally enforceable contract in which the Upstream QPS binds its Participants and Subparticipants. **These ToP must be presented and entered into WITHOUT modification, except** that Upstream QPS should insert its name in the highlighted field(s) below and the name of the QHIN if Upstream QPS is not a QHIN and *may*, but is not required to, add signature lines to the end of these ToP. For the avoidance of doubt, the foregoing is not intended to prohibit Upstream QPS from imposing additional terms upon its Participants and/or Subparticipants, provided any such terms do not conflict with the ToP with respect to TEFCA Exchange.

### Participant/Subparticipant Terms of Participation:

Epic Nexus, Inc. (“Upstream QPS”) participates in TEFCA by providing technical and/or governance services to its Participants and/or Subparticipants to facilitate their ability to engage in TEFCA Exchange consistent with all applicable legal and contractual requirements. Upstream QPS is a QHIN. Your organization (“You”) wishes to become a Participant or Subparticipant, as applicable, of Upstream QPS so that You may participate in TEFCA Exchange.

As a Participant or Subparticipant, You agree to abide by these Participant/Subparticipant Terms of Participation (“ToP”).

## 1. Definitions and Relevant Terminology.

- 1.1 **Defined Terms.** Capitalized terms used in these ToP shall have the meaning set forth below. Where a definition includes one or more citations to a statute, regulation, or standard, the definition shall be interpreted to refer to such statute, regulation, or standard as may be amended from time-to-time.

**Applicable Law:** all federal, State, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal agencies are only subject to federal law.

**Breach of Unencrypted Individually Identifiable Information:** the acquisition, access, or Disclosure of unencrypted individually identifiable information maintained by an IAS Provider that compromises the security or privacy of the unencrypted individually identifiable information.

**Business Associate:** has the meaning assigned to such term at 45 CFR § 160.103.

**Business Associate Agreement (BAA):** a contract, agreement, or other arrangement that satisfies the implementation specifications described within 45 CFR § 164.314(a) and 164.504(e), as applicable.

**Common Agreement:** unless otherwise expressly indicated, the Common Agreement for Nationwide Health Information Interoperability, the QHIN Technical Framework (QTF), all Standard Operating Procedures (SOPs), and all other attachments, exhibits, and artifacts incorporated therein by reference.

**Confidential Information:** any information that is designated as Confidential Information by the CI Discloser, or that a reasonable person would understand to be of a confidential nature, and is disclosed to a CI Recipient pursuant to a Framework Agreement. For the avoidance of doubt, "Confidential Information" does not include electronic protected health information (ePHI), as defined herein, that is subject to a Business Associate Agreement and/or other provisions of a Framework Agreement.

Notwithstanding any label to the contrary, "Confidential Information" does not include any information that: (i) is or becomes known publicly through no fault of the CI Recipient; or (ii) is learned by the CI Recipient from a third party that the CI Recipient reasonably believes is entitled to disclose it without restriction; or (iii) is already known to the CI Recipient before receipt from the CI Discloser, as shown by the CI Recipient's written records; or (iv) is independently developed by CI Recipient without the use of or reference to the CI Discloser's Confidential Information, as shown by the CI Recipient's written records, and was not subject to confidentiality restrictions prior to receipt of such information from the CI Discloser.

**Confidential Information (CI) Discloser:** a person or entity that discloses Confidential Information.

**Confidential Information (CI) Recipient:** a person or entity that receives Confidential Information.

**Connectivity Services:** the technical services provided by a QHIN, Participant, or Subparticipant to its Participants and Subparticipants that facilitate TEFCA Exchange and are consistent with the requirements of the then-applicable QHIN Technical Framework.

**Covered Entity:** has the meaning assigned to such term at 45 CFR § 160.103.

**Designated Network:** the Health Information Network that a QHIN uses to offer and provide the Designated Network Services.

**Designated Network Governance Body:** a representative and participatory group or groups that approve the processes for fulfilling the Governance Functions and participate in such Governance Functions for Signatory's Designated Network.

**Designated Network Services:** the Connectivity Services and/or Governance Services.

**Directory Entry(ies):** listing of each Node controlled by a QHIN, Participant or Subparticipant, which includes the endpoint resource for such Node(s) and any other organizational or technical information required by the QTF or an applicable SOP.

**Disclosure (including its correlative meanings "Disclose," "Disclosed," and "Disclosing"):** the release, transfer, provision of access to, or divulging in any manner of TEFCA Information (TI) outside the entity holding the information.

**Discover (including its correlative meanings "Discovery" and "Discovering"):** the first day on which something is known to the QHIN, Participant, or Subparticipant, or by exercising reasonable diligence would have been known, to the QHIN, Participant, Subparticipant.

**Discriminatory Manner:** an act or omission that is inconsistently taken or not taken with respect to any similarly situated QHIN, Participant, Subparticipant, Individual, or group of them, whether it is a competitor, or whether it is affiliated with or has a contractual relationship with any other entity, or in response to an event.

**Electronic Protected Health Information (ePHI):** has the meaning assigned to such term at 45 CFR § 160.103.

**Exchange Purpose or XP:** means the reason, as authorized by a Framework Agreement, including the applicable SOP(s), for a transmission, Query, Use, Disclosure, or Response transacted through TECA Exchange.

**Framework Agreement(s):** with respect to QHINs, the Common Agreement; and with respect to a Participant or Subparticipant, the ToP.

**FTC Rule:** the Health Breach Notification Rule promulgated by the Federal Trade Commission set forth at 16 CFR Part 318.

**Government Benefits Determination:** a determination made by any agency, instrumentality, or other unit of the federal, State, local, or tribal government as to whether an Individual qualifies for government benefits for any purpose other than health care (e.g., Social Security disability benefits) to the extent permitted by Applicable Law. Disclosure of TI for this purpose may require an authorization that complies with Applicable Law.

**Government Health Care Entity:** any agency, instrumentality, or other unit of the federal, State, local, or tribal government to the extent that it provides health care services (e.g., treatment) to Individuals but only to the extent that it is not acting as a Covered Entity.

**Governance Functions:** the functions, activities, and responsibilities of the Designated Network Governance Body as set forth in an applicable SOP.

**Governance Services:** the governance functions described in an applicable SOP, which are performed by a QHIN's Designated Network Governance Body for its Participants and Subparticipants to facilitate TECA Exchange in compliance with the then-applicable requirements of the Framework Agreements.

**Health Care Provider:** meets the definition of such term in either 45 CFR § 171.102 or in the HIPAA Rules at 45 CFR § 160.103.

**Health Information Network (HIN):** has the meaning assigned to the term "Health Information Network or Health Information Exchange" in the information blocking regulations at 45 CFR § 171.102.

**HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 and the Health Information Technology for Economic and Clinical Health Act of 2009, Pub. Law 111-5.

**HIPAA Rules:** the regulations set forth at 45 CFR Parts 160, 162, and 164.

**HIPAA Privacy Rule:** the regulations set forth at 45 CFR Parts 160 and 164, Subparts A and E.

**HIPAA Security Rule:** the regulations set forth at 45 CFR Part 160 and Part 164, Subpart C.

**Implementation Date:** the date sixty (60) calendar days after publication of version 2 of the Common Agreement in the Federal Register.

**Individual:** has the meaning assigned to such term at 45 CFR § 171.202(a)(2).

**Individual Access Services Incident (IAS Incident):** a TECCA Security Incident or a Breach of Unencrypted Individually Identifiable Information maintained by an IAS Provider.

**Individual Access Service Consent (IAS Consent):** an IAS Provider's own supplied form for obtaining express written consent from the Individual in connection with the IAS.

**Individual Access Services Provider (IAS Provider):** each QHIN, Participant, and Subparticipant that offers Individual Access Services (IAS).

**Individual Access Services (IAS):** the services provided to an Individual by a QHIN, Participant, or Subparticipant that has a direct contractual relationship with such Individual in which the QHIN, Participant, or Subparticipant, as applicable, agrees to satisfy that Individual's ability to use TECCA Exchange to access, inspect, obtain, or transmit a copy of that Individual's Required Information.

**Individually Identifiable Information:** information that identifies an Individual or with respect to which there is a reasonable basis to believe that the information could be used to identify an Individual.

**Initiating Node:** a Node through which a QHIN, Participant, or Subparticipant initiates transactions for TECCA Exchange and, to the extent such transaction is a Query, receives a Response to such Query.

**Node:** a technical system that is controlled directly or indirectly by a QHIN, Participant, or Subparticipant and that is listed in the RCE Directory Service.

**Non-HIPAA Entity (NHE):** a QHIN, Participant, or Subparticipant that is neither a Covered Entity nor a Business Associate as defined under the HIPAA Rules with regard to activities under a Framework Agreement. To the extent a QHIN, Participant, or Subparticipant is a Hybrid entity, as defined in 45 CFR § 164.103, such QHIN, Participant, or Subparticipant shall be considered a Non-HIPAA Entity with respect to TEFC Exchange activities related to such QHIN, Participant, or Subparticipant's non-covered components.

**ONC:** the U.S. Department of Health and Human Services Office of the National Coordinator for Health Information Technology.

**Participant:** to the extent permitted by applicable SOP(s), a U.S. Entity that has entered into the ToP in a legally binding contract with a QHIN to use the QHIN's Designated Network Services to participate in TEFC Exchange in compliance with the ToP.

**Participant/Subparticipant Terms of Participation (ToP):** the requirements set forth in Exhibit 1 to the Common Agreement, as reflected herein, to which: QHINs must contractually obligate their Participants to agree; to which QHINs must contractually obligate their Participants to contractually obligate their Subparticipants and Subparticipants of the Subparticipants to agree, in order to participate in TEFC Exchange including the QHIN Technical Framework (QTF), all applicable Standard Operating Procedures (SOPs), and all other attachments, exhibits, and artifacts incorporated therein by reference.

**Privacy and Security Notice:** an IAS Provider's own supplied written privacy and security notice that contains the information required by the applicable SOP(s).

**Protected Health Information (PHI):** has the meaning assigned to such term at 45 CFR § 160.103.

**Public Health Authority:** has the meaning assigned to such term at 45 CFR § 164.501.

**QHIN Technical Framework (QTF):** the most recent effective version of the document that contains the technical, functional, privacy, and security requirements for TEFC Exchange.

**Qualified Health Information Network (QHIN):** to the extent permitted by applicable SOP(s), a Health Information Network that is a U.S. Entity that has been Designated by the RCE and is a party to the Common Agreement countersigned by the RCE.

**Query(ies) (including its correlative uses/tenses “Queried” and “Querying”):** the act of asking for information through TEFCA Exchange.

**RCE Directory Service:** a technical service provided by the RCE that enables QHINs to identify their Nodes to enable TEFCA Exchange. The requirements for use of, inclusion in, and maintenance of the RCE Directory Service are set forth in the Framework Agreements, QTF, and applicable SOPs.

**Recognized Coordinating Entity® (RCE™):** the entity selected by ONC that enters into the Common Agreement with QHINs in order to impose, at a minimum, the requirements of the Common Agreement, including the SOPs and the QTF, on the QHINs and administer such requirements on an ongoing basis.

**Required Information:** the Electronic Health Information, as defined in 45 CFR § 171.102, that is (i) maintained in a Responding Node by any QHIN, Participant, or Subparticipant prior to or during the term of the applicable Framework Agreement and (ii) relevant for a required XP Code, as set forth in the QTF or an applicable SOP(s).

**Responding Node:** a Node through which the QHIN, Participant, or Subparticipant Responds to a received transaction for TEFCA Exchange.

**Response(s) (including its correlative uses/tenses “Responds,” “Responded” and “Responding”):** the act of providing the information that is the subject of a Query or otherwise transmitting a message in response to a Query through TEFCA Exchange.

**Standard Operating Procedure(s) or SOP(s):** a written procedure or other provision that is adopted pursuant to the Common Agreement and incorporated by reference into the Framework Agreements to provide detailed information or requirements related to TEFCA Exchange, including all amendments thereto. Each SOP identifies the relevant group(s) to which the SOP applies, including whether Participants or Subparticipants are required to comply with a given SOP.

**State:** any of the several States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

**Subparticipant:** to the extent permitted by applicable SOP(s), a U.S. Entity that has entered into the ToP in a legally binding contract with a Participant or another Subparticipant to use the Participant's or Subparticipant's Connectivity Services to participate in TEFCA Exchange in compliance with the ToP.

**TEFCA Exchange:** the transaction of information between Nodes using an XP Code.

**TEFCA Information (TI):** any information that is transacted through TEFCA Exchange except to the extent that such information is received by a QHIN, Participant, or Subparticipant that is a Covered Entity, Business Associate, or NHE that is exempt from compliance with the Privacy section of the applicable Framework Agreement and is incorporated into such recipient's system of records, at which point the information is no longer TI with respect to such recipient and is governed by the HIPAA Rules and other Applicable Law.

**TEFCA Security Incident(s):**

- (i) An unauthorized acquisition, access, Disclosure, or Use of unencrypted TI using TEFCA Exchange, but **NOT** including any of the following:
  - (a) Any unintentional acquisition, access, Use, or Disclosure of TI by a Workforce Member or person acting under the authority of a QHIN, Participant, or Subparticipant, if such acquisition, access, Use, or Disclosure (i) was made in good faith, (ii) was made by a person acting within their scope of authority, (iii) was made to another Workforce Member or person acting under the authority of any QHIN, Participant, or Subparticipant, and (iv) does not result in further acquisition, access, Use, or Disclosure in a manner not permitted under Applicable Law and the Framework Agreements.
  - (b) A Disclosure of TI where a QHIN, Participant, or Subparticipant has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.
  - (c) A Disclosure of TI that has been de-identified in accordance with the standard at 45 CFR § 164.514(b).
- (ii) Other security events (e.g., ransomware attacks), as set forth in an SOP, that adversely affect a QHIN's, Participant's, or Subparticipant's participation in TEFCA Exchange.

**Threat Condition:** (i) a breach of a material provision of a Framework Agreement that has not been cured within fifteen (15) days of receiving notice of the material breach (or such other period of time to which the Parties have agreed), which notice shall include such specific information about the breach that the RCE has available at

the time of the notice; or (ii) a TEFCA Security Incident; or (iii) an event that RCE, a QHIN, its Participant, or their Subparticipant has reason to believe will disrupt normal TEFCA Exchange, either due to actual compromise of or the need to mitigate demonstrated vulnerabilities in systems or data of the QHIN, Participant, or Subparticipant, as applicable, or could be replicated in the systems, networks, applications, or data of another QHIN, Participant, or Subparticipant; or (iv) any event that could pose a risk to the interests of national security as directed by an agency of the United States government.

**United States:** the fifty (50) States, the District of Columbia, and the territories and possessions of the United States including, without limitation, all military bases or other military installations, embassies, and consulates operated by the United States government.

**U.S. Entity/Entities:** any corporation, limited liability company, partnership, or other legal entity that meets all of the following requirements:

- (i) The entity is organized under the laws of a State or commonwealth of the United States or the federal law of the United States and is subject to the jurisdiction of the United States and the State or commonwealth under which it was formed;
- (ii) The entity's principal place of business, as determined under federal common law, is in the United States; and
- (iii) None of the entity's directors, officers, or executives, and none of the owners with a five percent (5%) or greater interest in the entity, are listed on the *Specially Designated Nationals and Blocked Persons List* published by the United States Department of the Treasury's Office of Foreign Asset Control or on the United States Department of Health and Human Services, Office of Inspector General's *List of Excluded Individuals/Entities*.

**Use(s) (including correlative uses/tenses, such as "Uses," "Used," and "Using"):** with respect to TI, means the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

**Workforce Member(s):** any employees, volunteers, trainees, and other persons whose conduct, in the performance of work for an entity, is under the direct control of such entity, whether or not they are paid by the entity.

**XP Code:** the code used to identify the XP in any given transaction, as set forth in the applicable SOP(s).

1.2 ToP Terminology.

1.2.1 References to You and QHINs, Participants, and Subparticipants. As set forth in its definition and in the introductory paragraph of these ToP, the term "You" is used to refer to the specific entity that is a party to these ToP with the Upstream QPS. (You and Upstream QPS may also be referred to herein individually as a "Party" or collectively as the "Parties.") Any and all rights and obligations of a QHIN, Participant or Subparticipant stated herein are binding upon all other QHINs, Participants, and Subparticipants that have entered into a Framework Agreement. References herein to "QHINs," "other Participants," "other Subparticipants," and similar such terms are used to refer to any and all other organizations that have signed a Framework Agreement.

1.2.2 General Rule of Construction. For the avoidance of doubt, a reference to a specific section of the ToP in a particular section does not mean that other sections of the ToP that expressly apply to You are inapplicable. A reference in these ToP to any law, any regulation, or to Applicable Law includes any amendment, modification or replacement to such law, regulation, or Applicable Law.

1.2.3 Terms of Participation for Subparticipants. You shall contractually obligate your Subparticipants, if any, to comply with the ToP. Notwithstanding the foregoing, for any entity that became Your Subparticipant prior to the Implementation Date, You shall (i) contractually obligate such entity to comply with the ToP within one-hundred eighty (180) days of the Implementation Date, provided that such Subparticipant is and remains a party to the Participant Subparticipant Agreement, as defined in and required by Common Agreement Version 1.1, during such period; or (ii) terminate such entity's ability to engage in TEFCA Exchange upon the earlier of the date of termination of the existing Participant-Subparticipant Agreement or one-hundred (180) days after the Implementation Date.

2. Cooperation and Non-Discrimination.

2.1 Cooperation. You understand and acknowledge that numerous activities with respect to the ToP will likely involve the RCE, QHINs, and their respective Participants and Subparticipants, as well as employees, agents, third-party contractors, vendors, or consultants of each of them. You shall reasonably cooperate with the RCE, ONC, QHINs and their respective Participants and Subparticipants in all matters related to TEFCA Exchange, including any dispute resolution activities in which You are involved. Expectations for reasonable

cooperation are set forth in an SOP. The costs of cooperation to You shall be borne by You and shall not be charged to the RCE or other QHINs. Nothing in this Section 2.1 shall modify or replace the TEFCAs Security Incident notification obligations under Section 8.3 and, if applicable, the IAS Incident notification obligations under Section 6.3.2 of the ToP.

2.2 Non-Discrimination.

2.2.1 Prohibition Against Exclusivity. Upstream QPS shall not prohibit or attempt to prohibit You, nor shall You or Upstream QPS prohibit or attempt to prohibit any of Your Subparticipants, if any, from joining, exchanging with, conducting other transactions with, or supporting any other networks or exchange frameworks that use services *other than* the Upstream QPS's Designated Network Services or Your Connectivity Services, concurrently with Your or Your Subparticipants' participation in TEFCAs Exchange. Notwithstanding the foregoing, this subsection does not preclude You from including and enforcing reasonable term limits in the contracts with Your Subparticipants related to Your Subparticipants' use of Your Connectivity Services.

2.2.2 No Discriminatory Limits on Exchange of TI. Neither You nor Upstream QPS shall engage in TEFCAs Exchange, refrain from engaging in TEFCAs Exchange, or limit TEFCAs Exchange with any QHIN, Participant, Subparticipant, or Individual in a Discriminatory Manner. Notwithstanding the foregoing, if You refrain from engaging in TEFCAs Exchange or limit interoperability with any other QHIN, Participant, or Subparticipant under the following circumstances, Your actions or inactions shall not be deemed discriminatory: (i) Your Connectivity Services require load balancing of network traffic or similar activities provided such activities are implemented in a consistent and non-discriminatory manner for a period of time no longer than necessary to address the network traffic issue; (ii) You have a reasonable and good-faith belief that the other QHIN, Participant, or Subparticipant has not satisfied or will not be able to satisfy the applicable terms of a Framework Agreement (including compliance with Applicable Law) in any material respect; and/or (iii) Your actions or inactions are consistent with or permitted by an applicable SOP. One QHIN, Participant, or Subparticipant suspending its exchange activities with another QHIN, Participant, or Subparticipant in accordance with Section 17.4.2 of the Common Agreement or Section 10.4.5 of the ToP, as applicable, shall not be deemed discriminatory.

2.2.3 Updates to Connectivity Services. In revising and updating Connectivity Services from time to time, You will use commercially reasonable efforts to

do so in accordance with generally accepted industry practices and to implement any changes in a non-discriminatory manner; provided, however, this provision shall not apply to limit modifications or updates to the extent that such revisions or updates are required by Applicable Law or implemented to respond promptly to newly discovered privacy or security threats.

2.2.4 Notice of Updates to Connectivity Services. You shall implement a reporting protocol to provide reasonable prior written notice of all modifications or updates of Your Connectivity Services to Upstream QPS and Your Subparticipants if such revisions or updates are expected to adversely affect Your ability to engage in TEFCA Exchange or require changes in the Connectivity Services of Upstream QPS or Your Subparticipants, regardless of whether they are necessary due to Applicable Law or newly discovered privacy or security threats.

### 3. Confidentiality and Accountability.

3.1 Confidential Information. You and Upstream QPS each agree to use and disclose all Confidential Information received pursuant to these ToP only as authorized in these ToP and any applicable SOP(s) and solely for the purposes of performing its obligations under a Framework Agreement or the proper exchange of information through TEFCA Exchange and for no other purpose. You and Upstream QPS may act as a CI Discloser and a CI Recipient, accordingly. A CI Recipient may disclose the Confidential Information it receives only to its Workforce Members who require such knowledge and use in the ordinary course and scope of their employment or retention and are obligated to protect the confidentiality of the CI Discloser's Confidential Information in a manner substantially equivalent to the terms required herein for the treatment of Confidential Information. If a CI Recipient must disclose the CI Discloser's Confidential Information under operation of law, it may do so provided that, to the extent permitted by Applicable Law, the CI Recipient gives the CI Discloser reasonable notice to allow the CI Discloser to object to such redisclosure, and such redisclosure is made to the minimum extent necessary to comply with Applicable Law.

3.2 Disclosure of Confidential Information. Nothing herein shall be interpreted to prohibit Upstream QPS or the RCE from disclosing any Confidential Information to ONC. You acknowledge that ONC, as a Federal government agency, is subject to the Freedom of Information Act. Any disclosure of Your Confidential Information to

ONC or any ONC contractor will be subject to Applicable Law, as well as the limitations, procedures, and other relevant provisions of any applicable SOP(s).

- 3.3 ONC's and the RCE's Approach when Requesting Confidential Information. As a matter of general policy, ONC will request only the limited set of Confidential Information that ONC believes is necessary to inform the specific facts and circumstances of a matter. The RCE will request only the limited set of Confidential Information that the RCE believes is necessary to inform the specific facts and circumstances of a matter.

#### 4. RCE Directory Service and Directory Entries.

- 4.1 Utilization of Directory Entries. The RCE Directory Service and Directory Entries contained therein shall be used by QHINs solely as necessary to create and maintain operational connectivity to enable TEFCA Exchange. Upstream QPS is providing You with access to, and the right to use, Directory Entries on the express condition that You only use and disclose Directory Entry information as necessary to advance the intended use of the Directory Entries or as required by Applicable Law. For example, You are permitted to disclose Directory Entry information to Your Workforce Members, Your Subparticipant's Workforce Members, and/or to the Workforce Members of health information technology vendors who are engaged in assisting You or Your Subparticipant with establishing and maintaining connectivity via the Framework Agreements. Further, You shall not use another QPS's Directory Entries or information derived therefrom for marketing or any form of promotion of Your own products and services, unless otherwise permitted pursuant to an SOP. In no event shall You use or disclose the information contained in the Directory Entries in a manner that should be reasonably expected to have a detrimental effect on ONC, the RCE, Upstream QPS, Your Subparticipants, other QHINs, other Participants, other Subparticipants, or any other individual or organization. For the avoidance of doubt, Directory Entries are Confidential Information of the CI Discloser except to the extent such information meets one of the exceptions to the definition of Confidential Information. Nothing herein shall be interpreted to prohibit a QHIN or Upstream QPS from publicly disclosing the identity of its own Participants or Subparticipants.
- 4.2 ToP Record. You must maintain a record of all ToPs into which You enter with Your Subparticipants, if any, regardless of whether such Subparticipants are listed in the RCE Directory Services. Such record must be provided to the RCE within four (4) business days following the RCE's or Upstream QPS's written request unless such other timeframe is agreed to by the RCE.

## 5. TEFCA Exchange Activities.

- 5.1 **Utilization of TEFCA Exchange.** You may only utilize Connectivity Services for purposes of facilitating TEFCA Exchange. You may only utilize TEFCA Exchange for an XP. To the extent there are limitations on what types of Participants or Subparticipants may transact TEFCA Information for a specific XP, such limitations will be set forth in the applicable SOP(s). All TEFCA Exchange is governed by and must comply with the Framework Agreements governing the QHINs, Participants, and Subparticipants engaging in the TEFCA Exchange.

**To the extent that Upstream QPS provides you with access to other health information exchange networks, these ToP do not affect these other activities or the reasons for which You may request and exchange information within these other networks. Such activities are not in any way limited by the Framework Agreements provided the transactions are not TEFCA Exchange.**

- 5.2 **Uses.** You may Use TI in any manner that: (i) is not prohibited by Applicable Law; (ii) is consistent with Your Privacy and Security Notice, if applicable; and (iii) is in accordance with Sections 7 and 8 of these ToP.
- 5.3 **Disclosures.** You may Disclose TI provided such Disclosure: (i) is not prohibited by Applicable Law; (ii) is consistent with Your Privacy and Security Notice, if applicable; and (iii) is in accordance with Sections 7 and 8 of these ToP.
- 5.4 **Responses.** Except as otherwise set forth in an applicable SOP, Your Responding Nodes must Respond to Queries for all XP Codes that are identified as "required." in the applicable SOP(s). Such Response must include all Required Information. Notwithstanding the foregoing, You may withhold some or all of the Required Information to the extent necessary to comply with Applicable Law.
- 5.5 **Special Legal Requirements.** If and to the extent Applicable Law requires that an Individual either consent to, approve, or provide an authorization for the Use or Disclosure of that Individual's information to You, such as a more stringent federal or State law relating to sensitive health information, then You shall refrain from the Use or Disclosure of such information in connection with these ToP unless such Individual's consent, approval, or authorization has been obtained consistent with the requirements of Applicable Law and Section 7 of these ToP, including, without limitation, communicated pursuant to the access consent policy(ies) described in the QTF or applicable SOP(s). Copies of such consent, approval, or authorization shall be maintained and transmitted pursuant to the process described in the QTF by whichever party is required to obtain it under Applicable Law, and You may make such copies of the consent, approval, or authorization available electronically to any QHIN, Participant, or Subparticipant in accordance with the QTF and to the extent

permitted by Applicable Law. You shall maintain written policies and procedures to allow an Individual to revoke such consent, approval, or authorization on a prospective basis. If You are an IAS Provider, the foregoing shall not be interpreted to modify, replace, or diminish the requirements set forth in Section 6 of these ToP and any applicable SOP(s) for obtaining an Individual's express written consent.

## 6. Individual Access Services.

- 6.1 IAS Offering(s). You may elect to be an IAS Provider by offering IAS to any Individual in accordance with the requirements of this section and in accordance with all other provisions of these ToP and applicable SOP(s). Nothing in this Section 6 shall modify, terminate, or in any way affect an Individual's right of access under the HIPAA Privacy Rule at 45 CFR § 164.524 if You are a Covered Entity or a Business Associate. Nothing in this Section 6 of these ToP shall be construed as modifying or taking precedence over any provision codified in 45 CFR Part 171. An IAS Provider shall not prohibit or attempt to prohibit any Individual using the IAS of any other IAS Provider or from joining, exchanging with, conducting other transactions with any other networks or exchange frameworks, using services *other than* the IAS Providers' Designated Network Services, concurrently with the QHIN's, Participant's, or Subparticipant's participation in TECCA Exchange.
- 6.2 Individual Consent. This Section 6.2 shall apply to You if You are an IAS Provider. The Individual requesting IAS shall be responsible for completing the IAS Consent. The IAS Consent shall include, at a minimum: (i) consent to use the IAS; (ii) the Individual's acknowledgement and agreement to Your Privacy and Security Notice; and (iii) a description of the Individual's rights to access, delete, and export such Individual's Individually Identifiable Information. You may implement secure electronic means (e.g., secure e-mail, secure web portal) by which an Individual may submit the IAS Consent. You shall collect the IAS Consent prior to the Individual's first use of the IAS and prior to any subsequent use if there is any material change in the applicable IAS Consent, including the version of the Privacy and Security Notice referenced therein. Nothing in the IAS Consent may contradict or be inconsistent with any applicable provision of these ToP or the SOP(s). If You are a Covered Entity and have a Notice of Privacy Practices that meets the requirements of 45 CFR § 164.520, You are not required to have a Privacy and Security Notice that meets the requirements of the applicable SOP. Nothing in Section 6 reduces a Covered Entity's obligations under the HIPAA Rules.

- 6.3 Additional Security Requirements for IAS Providers. In addition to meeting the applicable security requirements set forth in Section 8, if You are an IAS Provider, You must further satisfy the requirements of this subsection.
- 6.3.1 Scope of Security Requirements. You must meet the applicable security requirements set forth in Section 8 for all Individually Identifiable Information You maintain as an IAS Provider, regardless of whether such information is TI.
- 6.3.2 IAS Incident Notice to Affected Individuals. If You reasonably believe that an Individual has been affected by an IAS Incident, You must provide such Individual with notification without unreasonable delay and in no case later than sixty (60) days following Discovery of the IAS Incident. The notification required under this section must be written in plain language and shall include, to the extent possible, the information set forth in the applicable SOP(s). To the extent You are already required by Applicable Law to notify an Individual of an incident that would also be an IAS Incident, this section does not require duplicative notification to that Individual.
- 6.4 Survival for IAS Providers. This Section 6.4 shall apply to You if You are an IAS Provider. As between You as an IAS Provider and an Individual, the IAS Provider's obligations in the IAS Consent, including Your requirement to comply with the Privacy and Security Notice and provide Individuals with rights, shall survive for so long as You maintain such Individual's Individually Identifiable Information. If You were an IAS Provider, the requirements of Section 6.3 shall survive termination of these ToP for so long as You maintain Individually Identifiable Information acquired during the term of these ToP as an IAS Provider regardless of whether such information is or was TI.

## 7. Privacy.

- 7.1 Compliance with the HIPAA Privacy Rule. If You are a NHE (but not to the extent that You are acting as an entity entitled to make a Government Benefits Determination under Applicable Law, a Public Health Authority, or a Government Health Care Entity or any other type of entity exempted from compliance with this Section in an applicable SOP), then You shall comply with the provisions of the HIPAA Privacy Rule listed below with respect to all Individually Identifiable

information as if such information is Protected Health Information and You are a Covered Entity.

7.1.1 From 45 CFR § 164.502, General Rules:

- Subsection (a)(1) – Dealing with permitted Uses and Disclosures, **but only to the extent You are authorized to engage in the activities described in this subsection of the HIPAA Privacy Rule for the applicable XP.**
- Subsection (a)(2)(i) – Requiring Disclosures to Individuals
- Subsection (a)(5) – Dealing with prohibited Uses and Disclosures
- Subsection (b) – Dealing with the minimum necessary standard
- Subsection (c) – Dealing with agreed-upon restrictions
- Subsection (d) – Dealing with de-identification and re-identification of information
- Subsection (e) – Dealing with Business Associate contracts
- Subsection (f) – Dealing with deceased persons' information
- Subsection (g) – Dealing with personal representatives
- Subsection (h) – Dealing with confidential communications
- Subsection (i) – Dealing with Uses and Disclosures consistent with notice
- Subsection (j) – Dealing with Disclosures by whistleblowers

7.1.2 45 CFR § 164.504(e), Organizational Requirements.

7.1.3 45 CFR § 164.508, Authorization Required. Notwithstanding the foregoing, the provisions of Sections 6.2 shall control and this Section 7.1.3 shall not apply with respect to You if You are an IAS Provider that is a NHE.

7.1.4 45 CFR § 164.510, Uses and Disclosures Requiring Opportunity to Agree or Object. Notwithstanding the foregoing, an IAS Provider that is a NHE but is not a Health Care Provider shall not have the right to make the permissive Disclosures described in § 164.510(a)(3) - Emergency circumstances; provided, however, that an IAS Provider is not prohibited from making such a Disclosure if the Individual has consented to the Disclosure pursuant to Section 6 of these ToP.

7.1.5 45 CFR § 164.512, Authorization or Opportunity to Object Not Required. Notwithstanding the foregoing, an IAS Provider that is a NHE but is not a

Health Care Provider shall not have the right to make the permissive Disclosures described in § 164.512(c) - Standard: Disclosures about victims of abuse, neglect or domestic violence, § 164.512 Subsection (d) - Standard: Uses and Disclosures for health oversight activities, and § 164.512 Subsection (j) - Standard: Uses and Disclosures to avert a serious threat to health or safety; provided, however, that an IAS Provider is not prohibited from making such a Disclosure(s) if the Individual has consented to the Disclosure(s) pursuant to Section 6 of these ToP.

7.1.6 From 45 CFR § 164.514, Other Requirements Relating to Uses and Disclosures:

- Subsections (a)-(c) – Dealing with de-identification requirements that render information not Individually Identifiable Information for purposes of this Section 7 and TECCA Security Incidents
- Subsection (d) – Dealing with minimum necessary requirements
- Subsection (e) – Dealing with Limited Data Sets

7.1.7 45 CFR § 164.522, Rights to Request Privacy Protections.

7.1.8 45 CFR § 164.524, Access of Individuals, except that an IAS Provider that is a NHE shall be subject to the requirements of Section 6 with respect to access by Individuals for purposes of IAS and not this Section 7.1.8.

7.1.9 45 CFR § 164.528, Accounting of Disclosures.

7.1.10 From 45 CFR § 164.530, Administrative Requirements:

- Subsection (a) – Dealing with personnel designations
- Subsection (b) – Dealing with training
- Subsection (c) – Dealing with safeguards
- Subsection (d) – Dealing with complaints
- Subsection (e) – Dealing with sanctions
- Subsection (f) – Dealing with mitigation
- Subsection (g) – Dealing with refraining from intimidating or retaliatory acts
- Subsection (h) – Dealing with waiver of rights
- Subsection (i) – Dealing with policies and procedures
- Subsection (j) – Dealing with documentation

7.2 Written Privacy Policy. You must develop, implement, make publicly available, and act in accordance with a written privacy policy describing Your privacy practices with respect to Individually Identifiable Information that is Used or Disclosed pursuant to these ToP. You can satisfy the written privacy policy requirement by including applicable content consistent with the HIPAA Rules in Your existing privacy policy, except as otherwise stated herein with respect to IAS Providers. If You are a Covered Entity, this written privacy policy requirement does not supplant the HIPAA Privacy Rule obligations to post and distribute a Notice of Privacy Practices that meets the requirements of 45 CFR § 164.520. If You are a Covered Entity, then this written privacy policy requirement can be satisfied by Your Notice of Privacy Practices. If You are an IAS Provider, then the written privacy practices requirement **must** be in the form of a Privacy and Security Notice that meets the requirements of Section 6.2 of these ToP. Notwithstanding Section 11.1, to the extent the Signatory's written privacy policy is "more stringent" than the HIPAA Privacy Rule provisions listed below, the written privacy policy shall govern. "More stringent" shall have the meaning assigned to it in 45 CFR § 160.202 except the written privacy policy shall be substituted for references to State law and the reference to "standards, requirements or implementation specifications adopted under subpart E of part 164 of this subchapter" shall be limited to those listed below.

## 8. Security.

8.1 Security Controls. You shall implement and maintain appropriate security controls for Individually Identifiable Information that are commensurate with risks to the confidentiality, integrity, and/or availability of the Individually Identifiable Information. If You are a NHE, You shall comply with the HIPAA Security Rule provisions with respect to all Individually Identifiable Information as if such information were Protected Health Information and You were a Covered Entity or Business Associate. You shall comply with any additional security requirements that may be set forth in an SOP applicable to Participants and Subparticipants.

### 8.2 TEFCA Security Incident Reporting.

8.2.1 Reporting to Upstream QPS. You shall report to Upstream QPS any suspected TEFCA Security Incident, as set forth in the applicable SOP(s). Such report must include sufficient information for Upstream QPS and others affected to understand the nature and likely scope of the TEFCA Security Incident. You shall supplement the information contained in the report as additional relevant information becomes available and cooperate with Upstream QPS and, at the direction of Upstream QPS, with the RCE, and with

other QHINs, Participants, and Subparticipants that are likely impacted by the TECCA Security Incident.

8.2.2 Reporting to Subparticipants. You shall report any TECCA Security Incident experienced by or reported to You to Your Subparticipants as required by an applicable SOP.

8.2.3 Compliance with Notification Under Applicable Law. Nothing in this Section 8.3 shall be deemed to modify or replace any breach notification requirements that You may have under the HIPAA Rules, the FTC Rule, or other Applicable Law. To the extent You are already required by Applicable Law to notify Upstream QPS or a Subparticipant of an incident that would also be a TECCA Security Incident, this section does not require duplicative notification.

8.3 Security Resource Support to Subparticipants. You shall make available to Your Subparticipants (if any): (i) security resources and guidance regarding the protection of TI applicable to the Subparticipants' participation in TECCA Exchange; and (ii) information and resources that the RCE or Cybersecurity Council makes available to You related to promotion and enhancement of the security of TI under the Framework Agreements.

8.4 TI Outside the United States. You shall only Use TI outside the United States or Disclose TI to any person or entity outside the United States to the extent such Use or Disclosure is permitted or required by Applicable Law and the Use or Disclosure is conducted in conformance with the HIPAA Security Rule, regardless of whether You are a Covered Entity or Business Associate and as set forth in an applicable SOP.

8.5 Encryption. If You are a NHE (but not to the extent that You are a federal agency or any other type of entity exempted from compliance with this Section in an applicable SOP), You must encrypt all Individually Identifiable Information You maintain, both in transit and at rest, regardless of whether such information is TI. Requirements for encryption may be set forth in an SOP.

## 9. General Obligations.

9.1 Compliance with Applicable Law and the ToP. You shall comply with all Applicable Law and shall implement and act in accordance with any provision required by the ToP, including all applicable SOPs and provisions of the QTF, when engaging in or facilitating TECCA Exchange. While each SOP identifies the relevant group(s) to which it applies, not every requirement in an SOP or the QTF will necessarily be

applicable to You. It is Your responsibility to determine, in consultation with Upstream QPS, which of the SOPs and QTF provisions are applicable to You.

- 9.2 Your Responsibility for Your Subparticipants. You shall be responsible for taking reasonable steps to confirm that all of Your Subparticipants (if any) are abiding by the ToP, specifically including all applicable SOPs and QTF provisions. In the event that You become aware of a material non-compliance by one of Your Subparticipants, then You shall promptly notify the Subparticipant in writing. Such notice shall inform the Subparticipant that its failure to correct any such deficiencies within thirty (30) days of receiving notice shall constitute a material breach of the ToP, which may result in early termination of these ToP.
- 9.3 Your Responsibility for Your Third-Party Technology Vendors. To the extent that You use a third-party technology vendor that will have access to TEFCA Information in connection with Connectivity Services or TEFCA Exchange, You shall include in a written agreement with each such subcontractor or agent a requirement to comply with all applicable provisions of these ToP and a prohibition on engaging in any act or omission that would cause You to violate the terms of these ToP if You had engaged in such act or omission Yourself.
- 9.4 Fees Charged by QHINs, Participants, or Subparticipants. You may charge fees to an Initiating Node when Responding to Queries through TEFCA Exchange as defined in an applicable SOP. The foregoing shall not prohibit You from charging Your Subparticipants fees for use of Your Connectivity Services.

#### **10. Term, Termination, and Suspension.**

- 10.1 Term. These ToP shall become effective upon agreement of both Parties and shall remain in effect until terminated by either Party. You may terminate these ToP by providing at least thirty (30) days' prior written notice of termination to Upstream QPS. Upstream QPS may terminate these ToP by providing at least ninety (90) days' prior written notice to You. Notwithstanding the foregoing, in the event that Upstream QPS's Framework Agreement is terminated, Your ToP shall be immediately terminated.
- 10.2 Termination for Cause. Either Party may terminate these ToP for cause if the other Party commits a material breach of a Framework Agreement, and fails to cure its material breach within thirty (30) days of receiving notice specifying the nature of such breach in reasonable detail from the non-breaching Party; provided, however, that if Upstream QPS is diligently working to cure its material breach at the end of this thirty (30) day period, then You must provide Upstream QPS with up to another thirty (30) days to complete its cure.

- 10.3 Effect of Termination. Upon termination of these ToP, You will no longer be able to engage in TECCA Exchange facilitated by or through Upstream QPS. To the extent You store TI, such TI may not be distinguishable from other information maintained by You. When the TI is not distinguishable from other information, it is not possible for You to return or destroy TI You maintain upon termination or expiration of these ToP. Upon termination or expiration of these ToP, if You are subject to Section 7 of these ToP, such sections shall continue to apply so long as the information would be ePHI if maintained by a Covered Entity or Business Associate. The protections required under the HIPAA Security Rule shall also continue to apply to all TI that is ePHI, regardless of whether You are a Covered Entity or Business Associate. The provisions set forth in this Section 10.3 are in addition to those survival provisions set forth in Section 11.9.
- 10.4 Conflict with Other Agreements Between You and Upstream QPS. Notwithstanding anything herein to the contrary, in the event You and Upstream QPS are parties to an agreement that provides additional terms related to TECCA Exchange and that agreement provides for a shorter notice period for termination, such shorter notice period shall control.
- 10.5 Rights to Suspend.
- 10.5.1 RCE's Right to Suspend Your Ability to Engage in TECCA Exchange. You acknowledge and agree that the RCE has the authority to suspend, or direct the Upstream QPS to suspend, any QPS's ability to engage in TECCA Exchange if: (i) there is an alleged violation of the respective Framework Agreement or of Applicable Law by the respective party/parties; (ii) there is a Threat Condition; (iii) the RCE determines that the safety or security of any person or the privacy or security of TI and/or Confidential Information is threatened; (iv) such suspension is in the interests of national security as directed by an agency of the United States government; or (v) there is a situation in which the RCE may suffer material harm and suspension is the only reasonable step that the RCE can take to protect itself. You acknowledge that upon receiving direction from the RCE, You will be suspended as soon as practicable provided, however, if the suspension is based on Subsections 10.5.1(i) or 10.5.1(iv) or a Threat Condition that results in a cognizable threat to the security of TECCA Exchange or the information that the RCE reasonably believes is TI, then You will be suspended within twenty-four (24) hours of the RCE having directed Your QHIN to effectuate the suspension, unless the RCE specifies a longer period of time is permitted.

10.5.2 Upstream QPS's Right to Suspend Your Ability to Engage in TEFCA Exchange.

You acknowledge and agree that Upstream QPS has the same authority as the RCE to suspend Your ability to engage in TEFCA Exchange, and Your Subparticipant's (if any) ability to engage in TEFCA Exchange, if any of the circumstances described in Subsections 10.5.1 (i)-(iii) above occur with respect to You or any of Your Subparticipants.

- (i) Upstream QPS *may* exercise such right to suspend based on its own determination that any of the circumstances described in Subsections 10.5.1 (i)-(iii) above occurred with respect to You or any of Your Subparticipants.
- (ii) Upstream QPS *must* exercise such right to suspend if directed to do so by the RCE or its Upstream QPS based on its determination that suspension is warranted based on any of the circumstances described in Subsections 10.5.1 (i)-(v) above with respect to You or any of Your Subparticipants.
- (iii) You acknowledge that if Upstream QPS makes a determination that suspension is warranted or receives direction from its Upstream QPS to suspend Your ability to engage in TEFCA Exchange, You will be suspended as soon as practicable provided, however, if the suspension is based on the circumstances described in Subsections 10.5.1(i) or 10.5.1(iv) or a Threat Condition that results in a cognizable threat to the security of TEFCA Exchange or the information that the RCE reasonably believes is TI, then You will be suspended within twenty-four (24) hours of notice of Upstream QPS's determination or receipt of direction from its Upstream QPS, unless Upstream QPS specifies a longer period of time is permitted.

10.5.3 Upstream QPS Suspension. Notwithstanding the foregoing, in the event that Upstream QPS's ability to engage in TEFCA Exchange is suspended, You and any of Your Subparticipants' ability to engage in TEFCA Exchange will be immediately suspended.

10.5.4 Suspension Rights Granted to You Related to Your Subparticipants. If You have Subparticipants, You acknowledge and agree that You have the same responsibility and authority to suspend Your Subparticipant's ability to engage in TEFCA Exchange if any of the circumstances described in Subsections 10.5.1 (i)-(iii) above occur with respect to any of Your Subparticipants. If You make a determination to suspend, You are required

to promptly notify Upstream QPS of Your decision and the reason(s) for making the decision. If any of Your Subparticipants notify You of their decision to suspend exchange with their Subparticipant(s), You must notify Upstream QPS of such decision.

- (i) You *may* exercise such right to suspend based on Your own determination that any of the circumstances described in Subsections 10.5.1 (i)-(iii) above occurred with respect to any of Your Subparticipants.
- (ii) You *must* exercise such right to suspend if directed to do so, by the RCE or Upstream QPS based on the RCE's determination that suspension is warranted based on any of the circumstances described in Subsections 10.5.1 (i)-(v) above with respect to any of Your Subparticipants.
- (iii) You must effectuate such suspension of Your Subparticipant as soon as practicable provided, however, if the suspension is based on the circumstances described in Subsections 10.5.1(i) or 10.5.1(iv) or a Threat Condition that results in a cognizable threat to the security of TEFCA Exchange or the information that the RCE reasonably believes is TI, then it must be effectuated within twenty-four (24) hours of the triggering event, unless a longer period of time is permitted. For purposes of this subsection, the triggering event is Your determination to suspend, Your receipt of direction from your Upstream QPS to suspend, or the RCE having directed Your QHIN to effectuate the suspension.

**10.5.5 Selective Suspension.** You may, in good faith and to the extent permitted by Applicable Law, determine that You must suspend exchanging with a QHIN, Participant, or Subparticipant with which You are otherwise required to exchange in accordance with an SOP because of reasonable and legitimate concerns related to the privacy, security, accuracy, or quality of information that is exchanged. If You make this determination, You are required to promptly notify Upstream QPS of Your decision and the reason(s) for making the decision. If any of Your Subparticipants notify You of their decision to suspend exchange with a QHIN, Participant, or Subparticipant, You must notify Upstream QPS of such decision. You acknowledge that You may be required to engage in a process facilitated by the RCE to resolve whatever issues led to the decision to suspend. Provided that You selectively suspend exchanging with another QHIN, Participant, or Subparticipant in accordance with this section and in accordance with Applicable Law, such selective

suspension shall not be deemed a violation of Section 2.2 of these ToP.

#### 11. Contract Administration.

- 11.1 Authority to Agree. You warrant and represent that You have the full power and authority to enter into these ToP.
- 11.2 Assignment. None of these ToP can be transferred by either Party, including whether by assignment, merger, other operation of law, change of control (i.e., sale of substantially all of the assets of the Party) of the Party or otherwise, without the prior written approval of the other Party.
- 11.3 Severability. If any provision of these ToP shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be struck from the ToP, and the remaining provisions of these ToP shall remain in full force and effect and enforceable.
- 11.4 Captions. Captions appearing in these ToP are for convenience only and shall not be deemed to explain, limit, or amplify the provisions of these ToP.
- 11.5 Independent Parties. Nothing contained in these ToP shall be deemed or construed as creating a joint venture or partnership between Upstream QPS and You.
- 11.6 Acts of Contractors and Agents. To the extent that the acts or omissions of a Party's agent(s) or contractor(s), or their subcontractor(s), result in that Party's breach of and liability under these ToP, said breach shall be deemed to be a breach by that Party.
- 11.7 Waiver. The failure of either Party to enforce, at any time, any provision of these ToP shall not be construed to be a waiver of such provision, nor shall it in any way affect the validity of these ToP or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of these ToP shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either Party to exercise any right under these ToP operate as a waiver of any such right.
- 11.8 Priority. In the event of any conflict or inconsistency between any other agreement that You and Upstream QPS enter into with respect to TECCA Exchange, Applicable Law, a provision of these ToP, the QTF, an SOP, and/or any implementation plans, guidance documents, or other materials or documentation the RCE makes available to QHINs, Participants, and/or Subparticipants regarding the operations or activities conducted under the Framework Agreements, the following shall be the order of

precedence for these ToP to the extent of such conflict or inconsistency: (1) Applicable Law; (2) these ToP; (3) the QTF; (4) the SOPs; (5) all other attachments, exhibits, and artifacts incorporated herein by reference; (6) other RCE plans, documents, or materials made available regarding activities conducted under the Framework Agreements; and (7) any other agreement that You and Upstream QPS enter into with respect to TECCA Exchange.

11.9 Survival. The following sections of these ToP shall survive expiration or termination of these ToP as more specifically provided below:

- (i) Section 3, Confidentiality and Accountability shall survive for a period of six (6) years following the expiration or termination of these ToP.
- (ii) Section 6.4, Survival for IAS Providers, to the extent that You are an IAS Provider, shall survive following the expiration or termination of these ToP for the respective time periods set forth in Section 6.4.
- (iii) Section 7, Privacy, to the extent that You are subject to Section 7, said Section shall survive the expiration or termination of these ToP so long as the information maintained by You would be ePHI if maintained by a Covered Entity or Business Associate.
- (iv) Section 8.1 Security Controls, and Section 8.5, Encryption, to the extent that You are subject to Sections 8.1 and 8.5, said Section or Sections shall survive the expiration or termination of these ToP for so long as the information maintained by You would be ePHI if maintained by a Covered Entity or Business Associate regardless of whether You are a Covered Entity or Business Associate.
- (v) The requirements of Section 8.2, TECCA Security Incidents Reporting, shall survive for a period of six (6) years following the expiration or termination of these ToP.






# RUHS Amendment 11

Final Audit Report

2026-01-28

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# LLUSS - Shared Services - Amd #11 - VENDOR SIGNED

Final Audit Report

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