Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

Department of Health Services
1000 S. Fremont Ave., Unit # 21
Building A9 East, 6th Floor South
Alhambra, CA 91803

Tel: (213) 288-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

"To advance the health of our patients and our communities by providing extraordinary care"

www.dhs.lacounty.gov

November 17, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AGREEMENTS AND DELEGATED AUTHORITY REGARDING THE EPIC ENTERPRISE SOLUTION AND ELECTRONIC HEALTH RECORD IMPLEMENTATION SUPPORT VENDOR AND APPROVE APPROPRIATION ADJUSTMENT FISCAL YEAR 2026-27 (ALL SUPERVISORIAL DISTRICTS) (4-VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

Approval of agreements, delegated authorities, and appropriation adjustment for (1) integrated Epic Systems Corporation (Epic) enterprise electronic health record (EHR), including population health (the system used to aggregate, analyze, and act on data spanning a patient population to improve the health outcomes of the patients in that population), and Revenue Cycle (the system used to identify, capture, manage, and collect revenue for patient care services) (collectively referred to as the "Epic Integrated EHR") and Epic-provided implementation services; (2) Epic Hosting, LLC for hosting services (referred to collectively as "Epic System"); and (3) third-party vendor Epic Integrated EHR implementation services and ancillary products and services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of LA Health Services (Director), or designee, to

execute Sole Source Agreement No. H-711799 (Agreement) with Epic Systems Corporation (Epic), substantially similar to Exhibit A, effective upon execution, with a perpetual software license as to the Epic Integrated EHR at the Los Angeles County Department of Health Services (LA Health Services), including Correctional Health Services (CHS), and at the Department of Public Health (DPH), with a maximum contract sum not to exceed $313,000,000, including the first 10 years of maintenance and support services for the Epic System under the Agreement. The maximum contract sum includes $89,000,000 in general Pool Dollars for (a) the purchase of Optional Work, and (b) additional fees directly related to the use of the approved Epic System under this Board Letter (e.g., annual fee increases, regulatory updates, and transaction-based services, including Artificial Intelligence).

2. Authorize the Director, or designee, to execute Sole Source Agreement No. H-711800 with Epic Hosting, LLC (collectively with Epic Systems Corporation, "Contractor"), substantially similar to Exhibit B, effective upon execution and continuing through five years from Technical Go Live of the Epic System, with five optional extensions for one year each, subject to mutual agreement of the parties, for the provision of hosting services for the Epic Integrated EHR, with a maximum contract sum not to exceed $70,000,000, including the extension periods. The maximum contract sum includes $20,000,000 in general Pool Dollars for (a) the purchase of Optional Work, and (b) additional fees directly related to the use of the approved Epic System under this Board Letter (e.g., annual fee increases, regulatory updates, and increases in connection with County growth).

3. Delegate authority to the Director, or designee, to execute a new Agreement(s) with an independent third-party Epic System Implementation and support services vendor(s), which shall be selected following completion of a County compliant competitive solicitation process, with an aggregated estimated maximum contract sum not to exceed $140,000,000, subject to prior review and approval by County Counsel, and notice to the Los Angeles County Board of Supervisors (Board) and Chief Executive Office (CEO). The maximum contract sum includes $25,000,000 in general Pool Dollars for (a) the purchase of Optional Work (e.g., County's purchase of additional at-the-elbow support for the go-live of the Epic Integrated EHR), and (b) additional fees directly related to the implementation of the approved Epic System under this Board Letter.

4. Delegate authority to the Director, or designee, to execute orders under and/or amendments to the agreements identified in recommendations one through three to: (a) exercise the options to extend the terms of the respective agreements; (b) add, delete, and/or change terms and conditions subject to the terms in the approved agreements and as mandated by Federal or State law or regulation, Los Angeles County (County) policy, the Board and/or CEO; (c) reduce scope of services and the maximum contract sum; (d) consent to any assignments of the agreements as provided in the respective agreement; and (e) issue written notice(s) of partial or full termination to suspend and/or terminate the agreements in accordance with the termination provisions in the agreements without further action by the Board, with all transactions subject to prior review and approval by County Counsel. For clarity, the authority granted

to the Director under this recommendation 4 does not include the authority to increase the maximum contract sum for the agreements described in recommendations one through three, above.

5. Delegate authority to the Director, or designee, to approve and execute orders under the agreements for: (a) modifications to the project schedule; (b) changes that do not incur additional costs or expenses or that do not otherwise materially affect any term or condition of the Agreement; and (c) the use of Pool Dollars included as part of the maximum contract sum, provided the amounts payable under such Change Orders do not exceed the available amount of designated or general Pool Dollars, as applicable, with all transactions subject to prior review and approval by County Counsel.

6. Delegate authority to the Director, or designee, to enter into new and amend existing ancillary product and service agreements to facilitate successful and timely deployment of the Epic System, such as equipment maintenance and utility and niche Information Technology (IT) agreements, including, but not limited to: (a) acquisition of interfaces and systems required to facilitate the implementation and use of the Epic System and related services; (b) migration or archiving of data and related professional services; (c) assignment, replacement, or extension of the term of existing agreements or purchase orders to allow for orderly transition to the Epic System, on a sole source basis, to prevent disruptions of the services and software currently provided to LA Health Services (LAHS) or delays in the implementation of the Epic System; (d) termination of such ancillary agreements in whole or in part in accordance with the terms of each agreement; (e) add new and increase existing maximum contract sums to effectuate the required aforementioned changes, at a total estimated cost not to exceed $40,000,000; and (f) authorize LAHS's re-deployment of previously-approved, unused contract sum amounts associated with the terminated products and services described in item (d), above, to purchase ancillary products and services in connection with LAHS's use of the Epic System; with all required actions subject to prior review and approval by County Counsel, and notification to the Board and CEO. The decisions and actions on the third-party agreements are a critical path item on the implementation plan, are addressed at the outset of the implementation, and require agility in decision-making. The total estimated cost referenced above includes $7,000,000 in general Pool Dollars for (a) the purchase of Optional Work, and (b) additional fees directly related to the ancillary products and services (e.g., annual fee increases, transaction-based services, and increases in connection with County growth).

7. Approve the attached LAHS' Fiscal Year (FY) 2026-27 appropriation adjustment (Attachment A) to increase the Services and Supplies appropriation by $148,500,000 for LAHS. This increase is fully funded by the various LAHS obligated fund balances to cover one-time and implementation fees due in FY 2026-27.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background, Current State and Justification

In 2012, LAHS procured and implemented Online Realtime Centralized Health Information Database (ORCHID), the electronic health record (EHR) system from Cerner Corporation (Cerner, subsequently bought out by Oracle) to consolidate patient care records and facilitate a more integrated health system. Since then, the role of the EHR has evolved and must now function as the "nervous system" for operating a modern health care delivery network. Every aspect of patient care delivery and operations relies on information that feeds or is fed by the EHR, including supply chain, staffing, cost accounting, quality improvement, accounting and billing, payer contracting, and strategic planning. LAHS has used ORCHID to deliver excellent care to its patients since 2014, and the implementation process helped LAHS transform from independent hospitals and clinics into a true system of care. Over time, however, ORCHID, has not kept pace with LAHS's broader needs, including population health and revenue cycle.

Further, changes to Cerner's approach to introducing new functionality over the term of the County's agreement have resulted in a product suite that no longer operates as an integrated system. ORCHID's core EHR, population health, and revenue cycle components each use a different supporting infrastructure and use multiple database structures. Thus, as applied to the broader platform that EHR systems have become in the last 14 years (including population health and revenue cycle), the complete ORCHID system no longer meets LAHS's 2011 minimum mandatory requirement of a unified database architecture. Given these structural limitations, LAHS now seeks approval to adopt a fully integrated alternative and proceed with all actions necessary to implement and support the integrated Epic suite of enterprise systems to replace the aging ORCHID platform. The current Oracle offering no longer meets LAHS's critical minimum mandatory requirement of a fully integrated system using a unified database across EHR, revenue cycle, and population health, and, in contrast, Epic remains the only major vendor remaining in the U.S. market that meets this requirement.

Market evolution over the last 14 years has made Epic the dominant fully integrated platform of choice for large academic medical centers and public health systems nationwide, including New York City Health + Hospitals, Jackson Health, Harris Health, Alameda County, and Parkland Health. ORCHID is now fragmented across multiple databases and support structures and has become increasingly difficult and expensive to support, adapt, and deliver on LAHS's data needs and technical and operational requirements. Conversely, Epic is now the leading fully-integrated enterprise EHR utilized by large public systems, receiving the highest KLAS ratings and strong satisfaction among clinicians and executives.

Over the last two years, LAHS negotiated with Oracle in an effort to address its now urgent Revenue Cycle system replacement need. During that period, the 10-year cost of Oracle's solution was determined and was high enough to cause LAHS to consider the cost of an alternative solution. LAHS projects lower annual operating costs with Epic as compared to remaining with Oracle. As compared to remaining with Oracle and proceeding with Oracle's revenue cycle system, LAHS anticipates achieving ongoing and substantial operational savings with Epic immediately upon Epic System go-live, and net savings with Epic (after accounting for the one-time license and implementation costs for the entire Epic System) within six years of the new system's operation. Note that LAHS's analysis has not factored in any additional potential clinical improvements, clinician satisfaction gains, or revenue enhancements that may be achieved with Epic.

LAHS believes the total cost to add Oracle's revenue cycle system alone, as compared to the total cost of implementing the entire Epic product line (which includes EHR, population health, and revenue cycle on an integrated database), in addition to the clinical, workforce, and operational advantages of Epic, supports the conclusion that it is in the County's best economic and long term interests to transition to and use the Epic System.

Urgency

Multiple factors have created an urgency to implement the Epic System:
1. The Quadramed revenue cycle system that LAHS currently uses does not enable LAHS to bill for all of the services that LAHS provides (resulting in lost revenues) or itemize its bills, is at the end of its life as a supported system, and the agreement for the system (including all authorized extensions) ends December 31, 2029. LAHS has been aware of the Quadramed issues and initiated its efforts with Oracle over two years ago to negotiate an agreement for the Oracle revenue cycle system. During that time, LAHS has been unable to come to an agreement with Oracle on a new revenue cycle system for a variety of reasons, including Oracle having changed the core revenue cycle system it was offering to LAHS three times, the limited number of existing users of the revenue cycle system, and it did not offer pricing that was acceptable to LAHS. Consequently, LAHS is faced with the current timing urgency with regard to the replacement of the Quadramed revenue cycle system.

2. LAHS is the only health system in California that does not utilize line-item billing, and the State has identified the County's transition to line-item billing as important to LAHS's long-term ability to receive reimbursement through Medi-Cal.

3. Both State and federal funding opportunities in County fiscal year 2027-28 are highly uncertain. As a result, the need to enhance revenue, consistent with the County's strategic objectives, is imperative. The Epic Integrated EHR (with revenue cycle) is the most cost effective and proven solution for the County's billing transformation and transition to line-item billing.

4. The sooner LAHS completes the Epic implementation, the sooner LAHS will realize a reduction in its annual system operating costs as compared to proceeding with Oracle's revenue cycle solution. The Epic Integrated EHR may also enable other benefits, such as reduced claim denials, increased revenue, and increased operating margins, which are achieved by Epic customers at varying levels based on industry data.

5. The need to begin Epic training and upskilling of existing County staff to assist in the implementation and ongoing support of the Epic System.

6. LAHS will need to procure certain third-party applications to replace third party applications provided through Oracle.

7. In addition to the operational and financial factors listed above, LAHS would save an additional $3,500,000 related to the new Senate Bill 122 California software tax, which is effective January 1, 2027, if it can execute the Contractor agreement on or before December 31, 2026.

The Epic System

The Epic Integrated EHR is a suite of applications based on a single foundational database that contains all patient records, revenue data, and related information. Its clinical applications support patient care in all venues and are widely used in academic and safety net systems like LAHS. Paired with the clinical applications are additional functionalities essential for modern health care delivery, including mobile applications for clinical staff, a patient portal, seamless data exchange with other health systems, population health management tools, and embedded analytics dashboards throughout. The Epic System also includes generative artificial intelligence (AI) functionality to augment both clinical and back-office workflows.

Most importantly for LAHS, Epic's revenue cycle application shares the same underlying database as the EHR, enabling seamless workflow integration between care delivery and timely, accurate hospital and professional itemized billing and reimbursement. The Epic System's single platform and database result in reduced billing errors, acceleration of cash flow, and more clean claims leading to fewer insurance claim denials. By replacing LAHS's fragmented legacy revenue cycle processes and systems with revenue cycle functionality integrated into Epic's EHR, LAHS hospitals and clinics will be able to seamlessly communicate data about patient care to patient billing and facilitate accurate charge capture.

Epic also improves the patient experience by centralizing medical records, simplifying communication, and giving patients direct control over their care journey. By substantially improving communication between facilities and providers, Epic's tools streamline how financial information is gathered, creating a more predictable and transparent payment experience. Real-time estimation tools calculate accurate out-of-pocket costs for patients prior to service and facilitate enrollment in government programs. Patients with outstanding balances can view, consolidate, and pay bills through flexible online payment plans or apply for financial assistance (e.g., ability to pay). Patients can also view lab and imaging results directly and request medication renewals with a single click sent directly to the pharmacy. Together, these improvements create a more personalized and transparent patient experience.

Professional Services Vendors

To ensure a successful transition, LAHS requires professional services vendors to provide Epic Integrated EHR and hosting implementation, deployment, training, project management, clinical workflow redesign, interface work, transitional and ongoing support post go-live, and training and knowledge transfer to the County employee workforce to deliver ongoing Epic System support.

To support this work, LAHS will enter into agreements with independent third-party Epic System implementation and support Services vendor(s) following the completion of a competitive solicitation process that aligns with the County's standard contracting practices.

Given the timing constraints to meet an October 2028 go-live, LAHS delegated authority is requested to enter into the resultant agreement(s) and expedite amendments, change notices, Optional Work, and rapid contracting adjustments. Prolonging the implementation for a 2029 go-live date would incur additional costs and risks, which is why the 2028 go-live date is imperative.

Additionally, though no action is requested from this Board at this time, pursuant to a completed competitive solicitation process initiated by an RFP in March 2025, LAHS will be presenting an agreement for approval to this Board for professional services assistance necessary to complete pre-work for the creation and improvement of various LAHS business processes and workflows required to support professional and itemized billing, regardless of the revenue cycle system used by LAHS. Examples of this work include establishing the workflow changes and training to enable professional billing, validating the LAHS Charge Description Master, and development of new revenue integrity team policies, procedures, and workflows. LAHS is proceeding with the project under the March 2025 RFP for itemized and professional billing pre-work and process improvements and will be submitting a separate Board Letter and proposed agreement with a maximum contract sum that does not exceed $10,000,000.

Implementation Services and Technology

The Epic System will be delivered by the Contractor and the professional services vendors described above through a single go-live event. The full implementation is expected to take approximately 18 months from formal project kick-off to go-live.

As part of the transition, the existing vendor and County will develop a transition plan, and the vendor is contractually obligated to use its best practices to assist the County with the transition. At County's election, the transition period can extend for up to 18 months.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area E – Data Driven Decision Making, Strategy 1 – Facilitate Data Sharing, Focus Area F – Flexible and Efficient Infrastructure, Strategy 2 – Modernize Infrastructure, and Focus Area G – Internal Controls and Processes, Strategy 1 – Maximize Revenue and Strategy 2 – Manage and Maximize County Assets.

The Epic System directly advances the County's Strategic Plan goals.

Data-Driven Decision Making. Epic's delivery of AI and other decision support tools in its integrated EHR are unparalleled. In addition to delivery of real-time information at the point of care, the Epic System offers hundreds of best practice dashboards created by Epic's user community, which is heavily populated by Academic Medical Centers. This same community provides valuable benchmarking information to enable LAHS to understand how it is performing compared to other organizations (all data is de-identified). The County's access to data and analytic tools provided by the Epic System will greatly enhance LAHS's data team's ability to address the unique issues encountered in LAHS's care environment as well as identifying data that can be used to achieve operational and care delivery improvements.

Modernize Infrastructure. Moving to an integrated EHR system will reduce the complexity of operating and maintaining the existing system and offer opportunities for LAHS to provide new skills to existing employees to support the Epic System. AI is at the forefront of all modern technologies. The Epic Integrated EHR is currently utilizing AI in its software solution offering, and the pairing of the Epic Integrated EHR with Epic's Hosting integrates premier software capability with managed compute power and delivery.

Maximize Revenue and County Assets. The Epic System will facilitate efforts to maximize revenue and provide a direct pathway for LAHS to use more County employees to help manage and support the system than it has in the past. The Epic System is also expected to improve workflows and provide secondary benefits to clinician, patient, and workforce satisfaction. Further, LAHS can also expect to see (i) reductions in denied insurance claims, (ii) the ability to bill for services that LAHS is currently unable to bill for due to the complexity of billing procedures or lack of appropriate internal infrastructure, and (iii) decrease in the time required to submit and collect on claims. All the above factors can result in material revenue improvements for LAHS.

The Epic System implementation plan also requires a sizable County workforce to be certified to

assist in the implementation and support of the Epic System. The County workforce support will be far greater with this system than it has been with the ORCHID system, for which support is largely outsourced to the County's current EHR vendor.

FISCAL IMPACT/FINANCING

The total estimated cost for one-time and implementation fees in FY 2026-27 is $150,000,000. The FY 2026-27 implementation costs are funded $148,500,000 from LAHS and $1,500,000 from DPH. Approval of the LAHS' appropriation adjustment (Attachment A) will fully fund $148,500,000 using various LAHS obligated fund balances. DPH is applying for an Information Technology Fund grant to cover $1,500,000 of their costs.

Upon Board approval, LAHS and DPH will incorporate the projected appropriation needs into future annual budget processes. Additionally, out-year savings derived from this implementation, coupled with revenue increases made possible by billing enhancements, will generate long-term financial benefits for LAHS. There is no impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board policy of engaging outside counsel for certain information technology agreements, County Counsel retained the law firm of Foley & Lardner, LLP, to assist in the negotiations of the Agreements. Accordingly, Foley & Lardner, in conjunction with County Counsel, provided legal advice throughout the process. LAHS, County Counsel, and Foley & Lardner negotiated the Contractor's agreements. Additionally, the Office of the County Counsel separately has submitted to the Board an attorney-client privileged communication which summarizes the Agreements.

County Counsel has reviewed and approved the Contractor's agreements as to form. The Chief Information Officer (CIO) concurs with the Department's recommendation and that office's CIO Analysis is attached as Attachment B. CEO Risk Management has reviewed the Agreement provisions concerning insurance and indemnification and approves those provisions.

CONTRACTING PROCESS

Epic (Software + Hosting) – Sole Source
LAHS issued its four weeks' advance notification to the Board on June 10, 2026 (Attachment C), pursuant to Board Policy 5.100, to commence agreement negotiations for new sole source agreements with Epic. The Sole Source Checklists (Attachments D & E) are attached in compliance with this policy. Negotiations with Epic concluded on September 14, 2026. The projected timeline for the initiation of implementation related services is January/February 2027, with a projected implementation completion date of October 2028.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable LAHS to implement the Epic System and associated support vendor agreements to improve LAHS clinical decision making, operational efficiency, revenue capture, quality of care, and staff and patient satisfaction. It will replace aging, fragmented systems and modernize LAHS's digital infrastructure and ability to access, analyze, and benchmark data.

Respectfully submitted,





Christina R. Ghaly, M.D.
Director

Peter Loo
Chief Information Officer

CRG:jca

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

LICENSE AND SUPPORT AGREEMENT

This License and Support Agreement (the "Agreement") is made between Epic Systems Corporation, located at 1979 Milky Way, Verona, Wisconsin 53593 ("Epic"); and the County of Los Angeles, a political subdivision of the State of California ("You"). The definitions in Appendix A (Definitions) apply to this Agreement.

1. LICENSE

a. **General.** Epic grants You (including all administrative divisions, departments, and offices that are a part of You) a non-exclusive, perpetual license to use the Program Property in the United States and for Permitted Use Outside of the United States, subject to the terms of this Agreement [redacted] This Agreement does not give You ownership of any part of the Program Property.

b. **Rights to Copy Program Property.** You may copy the Program Property only: (i) for backup, recovery, training or testing purposes; (ii) to copy Workstation Code onto computers for authorized Affiliates; (iii) to create additional Production Directories in accordance with Subsection 4(c) (Additional Production Directories); and (iv) to modify and reproduce the Documentation.

c. **Sublicense for Third Party Software.** Epic grants You a sublicense to use the Third Party Software and Data with the Program Property, subject to this Agreement, including any applicable addendum or other mutually agreed terms. If "TBD" is listed on Exhibit 1 for any Third Party Software and Data, the license to that item is granted by and subject to a signed copy of Epic's third party tools order form.

2. INSTALLATION, TRAINING AND OTHER SERVICES

a. **General.** Epic will first deliver to You the Program Property (including Documentation Manuals) and will assist with Your implementation, all substantially in accordance with the Project Plan. You will provide the hardware and infrastructure that the Program Property operates on. You may fulfill Your obligations in the preceding sentence in part through an agreement with a third party, including, if applicable, a separate agreement for the provision of hosting services by an Epic Owned Entity. Your project director and Epic's implementation director will work together to coordinate implementation and training activities. [redacted]

b. **Training.** Your project team members who require Epic training will travel to Epic to attend Epic's recommended training courses. Epic will assist Your project team in preparing for Your end-user training, which training will follow Epic's end-user training methodology (including its physician training and user personalization recommendations). Unless otherwise agreed, Epic will not provide staff to support any go-live event for which You have not met Epic's end-user training recommendations. Users who have not been trained in accordance with Epic's end-user training recommendations may be prevented from using the Program Property, e.g., by Epic or You disabling their login credentials, until they have completed the necessary training. As of the date of this Agreement, Epic's end-user training methodology includes the option to have Epic staff, with assistance from

Confidential.

Your super user leads, provide initial Program Property training to Your end users based on the Foundation System. You are responsible for reviewing any end-user training provided by Epic and supplementing it with operational and software training to ensure its appropriateness for Your specific system build, workflows (including third-party integrations), and standard operating procedures. Epic's budget estimates typically assume a specific number of end-user and qualified project team trainees for Epic's recommended training courses. Your end users and project team members may participate in additional training at Epic's standard rates for such services.

c. **Rates.** Implementation and training services provided by Epic will be at Epic's standard rates. The applicable rates for these services are listed on Exhibit 4 (Epic Hourly Rates) and will not increase during the first [redacted] months of this Agreement. [redacted]

d. **Access to Servers and Environments.** So that Epic can carry out services and other activities under this Agreement, You will provide Epic personnel access to the servers on which the Program Property is installed and grant Epic the right to access such servers and data stored using the Program Property. The parties will use a LAN-to-LAN IPSec tunnel terminated on Epic's VPN concentrator and a suitable hardware VPN device at Your data center unless otherwise agreed. You are responsible for hardware, software, and line costs on Your end. Support may be impacted if Epic personnel are unable to access Your servers or if access is unreasonably slow. You will upgrade the access technology as needed to meet Epic's reasonable minimum access standards at Your cost. After First Live Use, Epic and You will work together in good faith to allow Epic personnel access using a secure and password-protected system. It is Your responsibility to obtain permissions required for Epic to access data stored using the Program Property, without imposing restrictions on Epic other than those in the Agreement. If You would like Epic to work with You and a third party to assist You in bringing data into the Program Property, You will provide Epic only the non-confidential information of the third party necessary to permit Epic to provide such assistance. Your environment may include shared functions or infrastructure (e.g., the Care Everywhere Certificate Authority, the messaging servers used for Push Notifications, or Nebula services) maintained and updated by Epic or a third party to simplify system management and allow for sharing and distribution of common rules (similar to antivirus software with self-updating virus definitions).

[redacted]

f. **Federal Regulatory Changes**. Epic will modify an Item to comply with changes in federal regulations if:

(i) You are implementing the Item or participating in the Maintenance Program for the Item when the change is proposed;

(ii) the change directly relates to the Item's functionality as described in the Documentation Manuals and operation of the Item in accordance with the Documentation Manuals would violate the regulation; and

(iii) Epic determines in good faith that the change requires a technically feasible and commercially reasonable software modification.

Modifications under this Subsection 2(f) (Federal Regulatory Changes) will be available only in future releases and will be subject to the terms of Section 3(b) (Rates). If Epic learns of the regulatory change reasonably in advance of its effective date, Epic will make a commercially reasonable effort to deliver the modification reasonably in advance of the date as of which the operation of the Item in accordance with the Documentation Manuals would violate that regulation. If Epic determines it cannot do so, Epic will arrange a meeting of affected customers to discuss how to address the regulation. Modifications may include changes to or the elimination of functionality, but Epic will use commercially reasonable efforts not to substantially reduce functionality. [redacted]

[redacted]

h. **State Regulatory Changes.** During the period You are participating in the Maintenance Program, if You notify Epic of a New State Regulation, Epic will meet with You and other customers affected by the New State Regulation to consider possible alternatives for addressing the New State Regulation, including possible modifications to the Program Property. If You and Epic mutually agree that Epic should modify Program Property to address such New State Regulation, then You and Epic will enter into a change order for such modification, and Epic will subsequently provide You with such modification, each in accordance with Section 3 (Modifications) below. If more than one of Epic's customers requests or is affected by the change due to the New State Regulation, Epic will use reasonable efforts to spread the cost of the change order among those customers receiving the benefit of the modification. [redacted]

[redacted]



j. **Participation in Cosmos.** This Agreement assumes Your implementation and use of Cosmos. You agree to the terms of the Cosmos Addendum.

k. **Additional Services.** Epic may provide additional services at Epic's then-standard rates under mutually-agreed terms.

3. MODIFICATIONS

a. **General.** You and Epic may agree for Epic to perform Program Property modifications by entering into Epic's change order form, which will include specifications and payment terms. Payments for modification services are due as incurred. If Epic agrees to perform modifications pursuant to this Subsection 3(a) (General), Epic will develop such modifications consistent with its interpretation of the associated change order and the general needs of the Epic community, as well as its evaluation of technical considerations related to incorporating new development into Epic's existing software, including compatibility, consistency, and mitigation or avoidance of reasonably identifiable privacy, safety, and security risks. Epic will not be able to enter into, or prepare specifications for, a change order until all necessary external inputs (specifications from external bodies, certification test scripts, etc.) are available. If Epic designs or develops the software in a way that is not inconsistent with its descriptions in the associated change order, but You intended it to be different or interpreted the descriptions differently than Epic's reasonable interpretation of them, e.g., You want additional detail or a different presentation format, or anything not specifically described in the agreed specifications, then You may submit a request for additional software modification services under this Subsection 3(a) (General). If Epic agrees to provide the additional services, Epic will provide an estimate of the timeline and fees for the modification, and Epic's then-standard rates will apply, subject to Section 3(b) (Rates).

b. **Rates.** Modification services provided by Epic will be at Epic's standard rates. The current rates for these services are listed on Exhibit 4 (Epic Hourly Rates) and will not increase during the first twelve (12) months of this Agreement

c. **Ownership.** Epic tries to generalize modifications for the benefit of the Epic community. This allows You to benefit from modifications initiated by others, and Epic to better support modifications and manage its releases. Accordingly, Epic owns all Code and Documentation and all intellectual property rights in modifications.

d. **Retrofits.** Modifications are typically made available in a future release unless otherwise agreed in the associated change order. Retrofits are available only with Epic's consent on such form. A "retrofit" is a modification to the Code of any version other than the version in development by Epic at the time of the modification.

4. PAYMENTS

a. **License Fee.** You will pay Epic the Program Property License Fee on the schedule in Exhibit 1.

b. **Increasing the Licensed Volume.** The Program Property license and maintenance fees on Exhibit 1 are based on the initial Licensed Volume for Your licensed use of the Program Property [redacted] At the time any Annual Volume exceeds a Licensed Volume, You will pay Epic an additional license fee and begin paying monthly maintenance fees and base fees for Subscription Items (if applicable) to increase the Licensed Volume. Such increased Licensed Volume tier must cover the greater of the Annual Volume for the current license year or the estimated Annual Volume for the next license year. The additional license fee to increase Your Licensed Volume is the difference between the license fee for the new Licensed Volume tier and the then-standard license fee for Your previous Licensed Volume tier. Fees for Affiliate Licensed Volume vary depending on Your relationship with the Affiliate and their size. You will permit Epic access to Your servers to determine the Annual Volume. [redacted]

c. **Additional Production Directories.** Unless otherwise stated in Exhibit 1, You are licensed to one Production Directory. If You would like to use an additional Production Directory, You and Epic may enter into an amendment to this Agreement or You may sign another form prepared by Epic documenting the fees and terms for such use of the Program Property and Third Party Software and Data.

[redacted]

[redacted]

g. **Third Party Fees.** Except as otherwise stated on Exhibit 1, license fees for Third Party Software and Data are due on delivery, and maintenance fees are due annually in advance of the applicable maintenance period. Subscription and annual fees are due as stated in Exhibit 1 or the applicable addendum. Maintenance, subscription, and annual fees will be prorated for the first year as applicable. Fees for Third Party Software and Data are subject to change.

h. **Hourly and Training Fees; Out-of-pocket Expenses.** All hourly and training fees, travel, and other reasonable out-of-pocket expenses sustained by Epic under this Agreement are due as incurred [redacted] Epic will work with You to coordinate travel and will take other reasonable steps to minimize the costs of travel, in accordance with the travel policies attached as Exhibit 8 (Epic Travel Policies). Epic will request, and You will approve travel in writing in advance, and all travel expenses will be in accordance with the travel policies attached as Exhibit 8 (Epic Travel Policies). If You are more than sixty (60) days past due in paying Uncontested Amounts of reimbursable expenses, Epic may require prepayment of expenses.

i. **Payment Date; Interest.** You will pay Epic Uncontested Amounts by thirty (30) days after the invoice date or, if later, by the date specified on the invoice or in this Agreement. Interest will accrue for overdue Uncontested Amounts at the lesser of one percent (1%) per month or the maximum rate allowed by law. If an Uncontested Amount is more than sixty (60) days overdue, Epic may, with written notice to You, suspend services until the amount is paid and Your non-payment will be a material breach of this Agreement. [redacted] You will only begin First Live Use of an Item if all due Uncontested Amounts have been paid.

j. **Maintenance Fees.** You will pay Epic a maintenance fee for each Item for which the Maintenance Program is then in effect. Maintenance fees are due monthly in advance. Except as otherwise set forth in this Agreement, Program Property maintenance fees will not increase through [redacted] twelve (12) months from the date of [redacted] this Agreement, and are subject to annual increases thereafter. However, during the first [redacted] years of this Agreement, when any such annual increase is made it will not exceed the percentage increase in the ECI plus two percent (2%) per year from the date of this Agreement. [redacted] Maintenance fees will also increase as otherwise specified in the Agreement (e.g., for expansions of Your Licensed Volume or the addition of new Items). [redacted]

[redacted]

5. MAINTENANCE

a. **General.** During the term of the Maintenance Program and subject to the terms of this Agreement, Epic will provide the following services for each live Item as described in this Section 5 (Maintenance): (i) consultation and assistance as set forth in Exhibit 6 (Epic Support Policies); (ii) Updates; and (iii) error-correction services as set forth in Exhibit 7 (Epic Error Correction Services). [redacted]

b. **Maintenance Requests.** You will maintain a support team with a sufficient number of trained and knowledgeable employees who will contact Epic with Maintenance Program requests. If Epic identifies a pattern of direct requests by others, Epic will discuss such activity with You. If the requests persist, Epic may charge You at its then-current rates.

Confidential.

c. **Term and Termination of Maintenance Program.**

(i) *Term.* The Maintenance Program for an Item begins on its First Live Use and continues for successive one-year terms until earlier terminated under this Subsection 5(c) (Term and Termination of Maintenance Program). Epic will coordinate Your maintenance payments so that each Item has the same maintenance year.

(ii) *Termination.* After the first maintenance term for an Item, You may terminate the Maintenance Program for that Item by giving at least ninety (90) days' notice to Epic. However, if You participate in the Maintenance Program for any Item, You must participate for all other Items that are in production use. If the Maintenance Program for all Program Property is terminated, maintenance for all Third Party Software and Data also will terminate. If You do not participate in the Maintenance Program and Epic provides You with services that are normally covered by the Maintenance Program, Epic's then-current non-participant fees and terms will apply.

(iii) *Re-Enrollment.* If You terminate the Maintenance Program for an Item, You may later re-enroll subject to Epic's then-current re-enrollment fee and terms.

(iv) *Staying Current.* During the Maintenance Program, You will use the Current Version of each Item, as well as other Epic-recommended infrastructure and software, such as the hardware operating system, Operating Environment, KB SQL software, and business intelligence and relational database management software, all subject to the Transition Period ("Staying Current"). The current "Transition Period" is the eighteen (18) month period beginning on release of the newer version. The Transition Period may change in connection with changes to Epic's release cycle [redacted]. Epic may not retrofit Updates except to the extent You are Staying Current and Epic determines it is needed to correct a Substantive Program Error that does not have a Reasonable Workaround. While You are not Staying Current, Epic may increase Your monthly maintenance fees by five percent (5%) upon the end of the Transition Period and each subsequent six month period. If You are not Staying Current, Epic also may end the Maintenance Program on ninety (90) days' notice to You (during which time You may become current to avoid termination).

(v) *No-Sunset Commitment*. Epic will offer the Maintenance Program for all Items for at least ten (10) years after the date of this Agreement. The previous sentence will not prevent Epic from transitioning Items to a different platform [redacted]. Epic may cease offering the Maintenance Program for an Item only with at least one year advance notice to You.

[redacted]

(vi) *Relationship with License.* Termination of the Maintenance Program under this Subsection 5(c) (Term and Termination of Maintenance Program) does not terminate Your license to an Item. However, termination of Your license to an Item also terminates Your participation in the Maintenance Program for the Item.

d. **Third Party Software Maintenance.** Unless otherwise agreed, the maintenance program for any Third Party Software and Data to which a maintenance fee applies begins thirty (30) days after delivery. During Your participation in these maintenance programs, You will contact Epic for consultation or assistance about the third-party item. Epic will respond by assisting You or coordinating support from the supplier. [redacted] You must participate in these maintenance programs while You participate in the Maintenance Program for any Item of Program Property. Epic also may advise its customers on issues related to Third Party Products not under maintenance through Epic upon request. Assistance that goes beyond determining whether an issue is a Program Error is chargeable at Epic's then-standard rates for such services.

e. **Performance and Use Monitoring.** Epic supports Your use of the Program Property in a variety of ways, such as by providing implementation, maintenance, and other services, and some of those activities can only be accomplished if Epic may access and use Your Data. Epic may use Your Data in accordance with the terms of this Agreement and Epic's data activity policy, which is currently available on Galaxy [redacted]. For example, Epic may use automated configuration checking to determine if You are affected by a software error, or to proactively identify problems with or ways to enhance Your use of the Program Property. You may also choose to participate in certain elective activities, such as benchmarking programs where Epic aggregates and shares Performance and Use Data to allow cross-organizational comparisons. Epic may also use Performance and Use Data to improve software and services. As between You and Epic, You own Your Data. Epic will not sell Your Data. Epic also will not disclose Performance and Use Data to others in a manner that would reasonably identify You as its source without Your consent.

[redacted]

[redacted]

6. WARRANTY

a. **General.** As is the case with all complex software, the Program Property is likely to contain some errors. Both Epic and You must test for errors in the Program Property, and You are responsible for all final testing of the Program Property. During the Warranty Period, Epic warrants that the Program Property will not contain Substantive Program Errors. If You notify Epic of a Substantive Program Error during the Warranty Period and state that You are making a warranty claim, Epic will either correct the Substantive Program Error or provide a Reasonable Workaround as provided below in this Section 6 (Warranty).

b. **Cure Periods.** If You notify Epic of a Substantive Program Error during the Warranty Period as described above in this Section 6 (Warranty), Epic will have [redacted] forty-five (45) days after the end of the Warranty Period [redacted] to provide a correction or Reasonable Workaround. You will then have thirty (30) days from receipt of the correction or Reasonable Workaround to notify Epic (in the same manner as Your original warranty notice) of Substantive Program Errors that: (i) were timely reported to Epic but are uncured; or (ii) arise from the correction or Reasonable Workaround. Epic will then have fifteen (15) days to correct or provide a Reasonable Workaround for the uncured or new Substantive Program Errors.

c. **Correction of Program Errors After Warranty Period.** After the Warranty Period while You participate in the Maintenance Program, the correction of Program Errors (except those reported under Subsections 6(a) (General) and 6(b) (Cure Periods)) is governed by the terms of the Maintenance Program.

[redacted]

[redacted]

f. **Disabling Code.** Epic warrants that the Program Property does not contain Code designed by Epic to intentionally interfere with its normal operation after First Live Use to enforce this Agreement. In addition, after First Live Use of an Item, Epic will not disable Your use of an Item for such purposes without Your consent or a court order.

[redacted]

h. **Ownership.** Epic warrants that it has the right to license the Program Property to You under this Agreement. Your sole and exclusive remedy for a breach of this warranty is to require Epic to fulfill its obligations under Subsection 12(a) (Intellectual Property Indemnification).

i. **Services Warranty.** Epic warrants that it will perform its services in a professional and competent manner by knowledgeable personnel believed by Epic to be qualified, trained, skilled, and familiar with the Program Property and its operation to perform the tasks assigned to them by Epic. Your sole and exclusive remedy for a breach of this warranty is to have Epic re-perform the services at no additional charge by Epic [redacted]

[redacted]

[redacted]

l. **NO OTHER REPRESENTATION OR WARRANTY. THE ABOVE EXPRESS LIMITED WARRANTIES ARE EXCLUSIVE. EPIC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, AND WARRANTIES AGAINST INFRINGEMENT AND INTERFERENCE WITH ENJOYMENT. NO EPIC EMPLOYEE OR OTHER PARTY IS AUTHORIZED TO MAKE A WARRANTY OR REPRESENTATION NOT IN THIS AGREEMENT.**

7. LIMITATIONS OF LIABILITY

A. DISCLAIMER; CAP. THE TERMS IN THIS SECTION 7 (LIMITATIONS OF LIABILITY) APPLY WHETHER THE LIABILITY ARISES OUT OF OR RELATES TO SOFTWARE, SERVICES OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOSS OF BUSINESS, PROFIT OR REVENUE (OTHER THAN AMOUNTS OWED FOR EPIC SOFTWARE AND SERVICES), ANTICIPATED SAVINGS, GOODWILL, OR REPUTATION, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR THEY WERE OTHERWISE FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, [redacted] **EPIC FEES PAID IN THE EIGHTEEN (18) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED.**

THE LIMITATIONS OF LIABILITY OF EPIC AND YOU SET FORTH IN THIS SUBSECTION 7(A) (DISCLAIMER; CAP) WILL NOT APPLY TO:

(i) EITHER PARTY'S EXPRESS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATIONS UNDER THIS AGREEMENT;

[redacted]

(iii) CLAIMS ARISING OUT OF OR RELATING TO YOUR THEFT OR MISAPPROPRIATION OF PROGRAM PROPERTY OR OTHER EPIC SOFTWARE FOR THE PURPOSE OF DESIGNING, DEVELOPING, ENHANCING, OR SUPPORTING A PRODUCT THAT OVERLAPS WITH EPIC SOFTWARE; AND

(iv) YOUR OBLIGATIONS TO EPIC FOR ALL LICENSE, MAINTENANCE, AND OTHER FEES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT (INCLUDING, IF YOU USE THE PROGRAM PROPERTY IN A MANNER THAT EXCEEDS THE LICENSED VOLUME OR OTHER RESTRICTIONS ON YOUR USE SET FORTH IN THIS AGREEMENT, THE AMOUNT EPIC WOULD CHARGE YOU WITH RESPECT TO SUCH USE).

[redacted]

[redacted]

b. **Force Majeure.** Neither party is liable for delay in performance or nonperformance caused by circumstances beyond the party's reasonable control, including acts of God, fire, acts of a common enemy, war, actual or threatened terrorism, third party criminal acts [redacted] civil disturbance, embargo, law or governmental regulations or labor dispute. In such event, the period for performance will be extended to reflect such delay or as otherwise agreed by the parties.

c. **Timing of Actions.** Neither party will commence a Claim in arbitration or court for a matter arising out of or relating to this Agreement or any software, services, materials, reports, or other information provided by Epic [redacted]

d. **Limitations.** Epic is not responsible for issues or damages caused by or resulting from Non-Program Errors or third party criminal acts [redacted] These include issues or damages caused by or resulting from Connected Products, such as: data corruption in Your Epic system or other downstream systems; mapping or saving data to patient records incorrectly (e.g., sending correct data to the wrong patient or incorrect data to the right patient); fraudulent or other unethical conduct (e.g., inappropriately prescribing narcotics or zeroing out a balance due); degraded system response times, performance, or availability; and security vulnerabilities or privacy breaches, including where the Connected Product acts as a vector for hacking, ransomware, or other cybersecurity attacks. These risks are more significant for Connected Products that write data into the Program Property and those (including artificial intelligence technology) that automate tasks that were designed for human action or oversight. You are responsible for ensuring that interactions between Connected Products and the Program Property operate as intended. In addition, with respect to any software modification or other development services, Epic's development obligation is limited to the functions expressly described in the specifications attached to the fully executed associated change order.

8. CONFIDENTIAL INFORMATION

a. **Confidentiality.** Epic will not use or disclose Your Confidential Information and You will not use or disclose Epic Confidential Information, each except: (i) as required by law or court order; (ii) in response to a government (including any duly authorized regulatory or law enforcement authority) investigation, inquiry, or similar process; (iii) as permitted by this Agreement in connection with such party's performance of its obligations or exercise of its rights under this Agreement; or (iv) with the other party's written consent, including as provided in this Agreement. If either party is required under clause (i) or (ii) of the previous sentence to disclose the other party's

Confidential Information, to the extent the disclosing party is permitted to do so, the disclosing party will use reasonable efforts to provide the other party with prior written notice of such required disclosure and reasonably cooperate with the other party to limit such disclosure [redacted] The obligations in the previous sentence will not apply in the event of a non-public government investigation, inquiry, or similar process; and in such an event, the disclosing party will take reasonable steps to maintain the confidentiality of the disclosed information, e.g., by seeking a protective order and otherwise maintaining confidential treatment of submitted materials where applicable. Epic and You will each require (either through inclusion in a written agreement with such individuals or policies that apply to them) that their personnel maintain the confidentiality of the other party's Confidential Information and use it only within the scope of their duties. As between You and Epic, You are the sole and exclusive owner of Your Confidential Information. [redacted]

b. **Business Associate Exhibit.** To address the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations, the parties agree to the terms of Exhibit 5 (Business Associate Exhibit).

c. **Protected Communications**. Notwithstanding anything to the contrary in this Agreement, as long as Epic remains subject to 45 CFR 170 as a developer of certified health IT, You are permitted to make certain communications about Epic's certified applications in accordance with Section 4002 of the 21st Century Cures Act and 45 CFR 170.403 (the "Communications Rule"). You recognize that Epic needs to avoid outright copying of its intellectual property by third parties in order to remain viable as a company. To help support this, You will ensure that any communications involving Epic Confidential Information are within the scope of the protected subject areas in the Communications Rule, and that each such communication follows the "Communications about Epic Software Under the ONC Communications Rule" overview, as updated from time to time at https://www.epic.com/commsrulepolicy, including that each communication uses the least amount of Epic Confidential Information necessary to fulfill its purpose. For the avoidance of doubt, this Subsection 8(c) (Protected Communications) shall not be deemed to limit Your communications involving Epic Confidential Information that are permitted under other provisions of this Agreement, including communications in response to an investigative demand from a duly authorized regulator or law enforcement body to the extent set forth in Subsection 8(a) (Confidentiality).

[redacted]

9. PROGRAM PROPERTY PROTECTIONS

a. **General.** You will:

(i) Not reverse engineer any Program Property.

(ii) Limit access to the Program Property to You and Your Affiliates in the United States and for Permitted Use Outside of the United States.

(iii) Store the Program Property securely and use Epic-approved security technology to provide and track electronic access to the Program Property, so that access is limited to permitted Affiliates.

(iv) If You discover that anyone with access to any Program Property is directly or indirectly assisting in the development, design, or enhancement of software that is Overlapping Software (and Epic has not provided advance written consent for such activity), promptly discontinue such access or ensure that such activity is terminated.

(v) Notify Epic promptly in writing if You discover any person or entity has obtained non-permitted access to Program Property.

b. **Copyrights and Trademarks.** You will preserve all copyright and trademark notices in the Program Property and Third Party Software and Data. If You customize the Program Property, You will include Epic's logos and other trademarks in accordance with the requirements in the Documentation.

c. **Specifications and Extensions.**

(i) *Industry-defined Specifications.* Epic participates in developing certain industry-defined interoperability standards, such as HL7, FHIR, and similar specifications. Fees may apply to use Epic's implementations of such standards (e.g., interfaces, APIs). As of the date of this Agreement, Epic makes certain of its industry-standard and public APIs (as identified on Epic's open.epic APIs listing) available to You through open.epic under the separate terms and fees available at https://fhir.epic.com/Download/ApiLicenseAgreement.

(ii) *Confidential Information.* Epic will provide You with access to certain Epic Confidential Information under this Agreement, including Proprietary Data Schema and non-public program service calls. You may use such non-public information (A) for Your internal maintenance of the Program Property, and (B) to develop Extensions for internal use by You and Your Affiliates (but not other distribution) (collectively, "Internal Use"). You may only develop or assist in developing Overlapping Software if everyone involved in the development has been restricted, by procedure and in practice, from having direct or indirect access to Epic Confidential Information. If You would like certain of Your Personnel (e.g., individuals with only limited and incidental access to Epic Confidential Information) to participate in developing Overlapping Software without the protections described in the preceding sentence, at Your request Epic will discuss with You in good faith whether You and Epic can agree on reasonable alternative safeguards to protect against misuse of Epic Confidential Information. Development includes coding, defining requirements or specifications, and other design, development, and testing activities.

(iii) *Extensions.* Epic encourages and supports Your innovation efforts. However, it is important that Epic can continue developing its software for use by the Epic community without being blocked by intellectual property claims. Therefore, You and Your Affiliates will not enforce against Epic, its Owned Entities, or its or their direct or indirect customers or sublicensees, intellectual property rights in (A) Extensions or (B) an invention (e.g., method or system patent claims) by or in which data is exchanged with an electronic health record. In addition, You and Your Affiliates will not assign any such intellectual property rights to a third party that has not agreed to the restriction in the preceding sentence, and any purported assignment otherwise is void. You may share an Extension with the Epic community only by donating it to the Epic Community Library or with

Epic's prior written consent. If You change any Code, Proprietary Data Schema, or non-public program service calls, Epic's warranty and maintenance obligations will cease. [redacted]

Development of Programming Points Code is not a change described in the previous sentence. You will not use data structures or program service calls in a manner that circumvents Volume counts.

d. **Unlicensed Software.** Given the integrated nature of Epic's software, Epic may provide You code for software that You have not licensed. Epic typically restricts access to unlicensed software using license keys. You will respect Epic's access restrictions and not use unlicensed code, except for incidental copying necessary for licensed use of the Program Property. The restrictions on use and the confidentiality and safekeeping terms that apply to the Program Property also apply to unlicensed code and documentation.

e. **Third Party Assistance.** Some organizations choose to have third parties assist with their operations (e.g., implementation or operational services, outsourcing, administrative staff augmentation, hosting) and would like such third parties to have access to Epic Confidential Information. To protect confidentiality and reduce Your involvement in disputes that may arise, before providing such access You will work with Epic to ensure the access is covered by a written agreement between the third party and Epic, and You will only provide access as provided in that agreement. In addition, in certain cases Epic may rely more heavily on Your management and control of a third party, and You may need to sign a multi-party agreement with Epic, the third party, and possibly certain of the third parties' employees. For example, since the Program Property is licensed for use in the United States (and for Permitted Use Outside of the United States) and international access can pose security and other concerns, You may need to sign an agreement permitting other access outside the United States. Epic also may decline to enter into an agreement with the third party in certain circumstances, e.g., due to concerns about intellectual property protections in the country in which the third party operates, its security or confidentiality practices, Epic's or other customers' past experiences with the third party, or misappropriation of Epic's intellectual property for Overlapping Software development.

10. YOUR RIGHT TO TRANSFER THIS AGREEMENT

a. **General.** You may assign this entire Agreement [redacted] either to an Owned Entity or as part of the acquisition of substantially all of Your assets (except where the rights granted under this Agreement would constitute a majority of the total value of Your assets being acquired) by another entity, provided that in either case, the assignee must be a hospital or physician organization, must not be an Epic competitor, and must agree in writing to the assignment and the Agreement's terms. You will be liable for the obligations under this Agreement if the assignee fails to satisfy them. You will not assign, transfer, delegate, sublicense, or timeshare this Agreement, in part or in whole, other than as expressly provided in this Agreement. Any attempt to do so, whether by You or on Your behalf, is void.

b. **Financial Sponsor Change of Control.** You will promptly inform Epic in writing if You undergo or intend to undergo a Financial Sponsor Change of Control. To help Epic protect its intellectual property from use not intended or allowed by this Agreement, You agree that:

(i) unless Epic agrees otherwise in writing, no Financial Sponsor Entity will qualify as an Affiliate under this Agreement, and You will not assign, transfer, delegate, sublicense, or timeshare this Agreement to any

Financial Sponsor Entity or allow any Financial Sponsor Entity to access Cosmos or any other Epic Confidential Information; and

(ii) if Epic learns of an actual or proposed Financial Sponsor Change of Control, Epic may at any time implement additional safeguards for its intellectual property by modifying portions of this Agreement relating to Epic Confidential Information. For example, Epic may remove or limit Your access to certain Code, Proprietary Data Schema, Epic private APIs and other non-public program service calls, and require You to remove or limit certain users' access to the Program Property. These changes may limit Epic's ability to deliver services to You in the same manner as before Epic learned of the Financial Sponsor Change of Control and may require adjustments to fees, e.g., to address increased support time required from Epic. Epic will communicate these changes to You, and such changes will take effect with no further action on Your part.

If You disagree with any modifications Epic makes under this Subsection, You will promptly escalate Your concerns following the escalation procedures in Subsection 17(i) (Escalation). Following any such escalation, if Epic and You have not been able to resolve those concerns, You may terminate this Agreement upon one hundred twenty (120) days' written notice to Epic.

[redacted]

11. USE OF PROGRAM PROPERTY BY AFFILIATES

a. **General.** You may allow an Affiliate to access and use the Program Property, subject to the terms below and elsewhere in this Agreement:

(i) You will not allow access to an individual or entity that licenses software to health care organizations (or any other potential Epic competitor) without Epic's prior written consent.

(ii) You will only provide Affiliates with access to the Program Property to the extent necessary for use of the Program Property in Your and Your Affiliates' health care delivery operations, including revenue cycle, back office, and IT functions that support health care delivery, subject to the fulfillment of the requirements of Subsection 9(e) (Third Party Assistance).

(iii) Subject to Section 9 (Program Property Protections) and except as agreed in writing by Epic, only Your employees may access Code other than Workstation Code.

(iv) Affiliates are subject to all of the limitations of this Agreement. You will have the same responsibility to Epic for an Affiliate's actions and omissions as if they were Your own actions and omissions.

(v) While You are providing access to Affiliates, You will (A) maintain designated staff resources who oversee Your relationships with Affiliates and complete and maintain Epic's then-recommended training curriculum for that role, and (B) use Epic's then-recommended method (e.g., by setting service area designations) to identify each Affiliate.

(vi) If Epic informs You that it has concerns about how You are extending to or supporting Your Affiliates, You and Epic will work together to address Epic's concerns. Until Epic informs You that its concerns have been resolved, You will cease all sales and implementation activities with Affiliates unless otherwise approved by Epic in writing. If You disagree with Epic's concerns or its assessment of whether the concerns have been resolved, You may escalate the matter as set forth in Subsection 17(i) (Escalation).

(vii) Epic may communicate directly with Affiliates as Epic reasonably deems necessary to work with You toward the goal of fostering effective extensions to and support of Affiliates. Epic may provide services for Affiliate implementations and support, including by sharing software expertise and recommendations on staffing, governance, and overall strategy based on Epic's experience and recommended practices. Any such services will be provided at Epic's then-standard rates, subject to Subsection 2(c) (Rates). In addition, to gauge the success of Your Affiliates' use of the Program Property and identify potential improvements, Epic or another rating agency selected by Epic (e.g., KLAS) may survey or otherwise collect feedback from Affiliates and may share that feedback with You. You and Epic will work together on such activities. You agree that a rating agency that surveys or collects feedback from Affiliates may share the results directly with Epic.

b. **Single Licensee.** Except as otherwise provided in this Agreement or pricing documentation for additional Production Directories or Licensed Volume, all Affiliates will be combined with You and treated as a single licensee under this Agreement. For example: (i) except as provided for a specific Affiliate, all Volume attributable to You or any Affiliate will be aggregated to determine if You have exceeded the Licensed Volume; (ii) no additional copies of the Program Property will be provided to any Affiliate (except applicable Workstation Code); (iii) all implementation, maintenance, modification requests, and the like will be conducted through the employees designated by You to contact Epic; and (iv) You will be responsible for all payments to be made to Epic with regard to the activities of any Affiliate. Termination of this Agreement or a license to an Item will terminate the corresponding rights of any Affiliate.

12. INDEMNIFICATIONS

a. **Intellectual Property Indemnification.** Epic will defend or settle, indemnify, and hold harmless Your Indemnitees from any third-party Claim brought against them to the extent: (1) it is a Claim of infringement of a patent, copyright, or trademark, in each case enforceable in the United States; (2) it is based on use of the Program Property as delivered to You by Epic and in accordance with the Documentation Manuals and this Agreement; and (3) it is not based on use of the Program Property in combination with other hardware or software except to the extent that use of the Program Property alone would constitute infringement (provided, however, a Claim may still be subject to indemnification if the Claim requires only the additional step of operating the Program Property on server hardware required by Epic and used at Epic's direction). You will promptly notify Epic in writing of the Claim, provide Epic with the information reasonably required for its defense, and grant Epic exclusive control over its defense and settlement [redacted]. If such a Claim is or Epic becomes aware that it may be brought, Epic may [redacted]:

(i) procure the right for You to continue to use the Program Property that is the subject of the Claim; or

(ii) modify, replace, or remove the Program Property, with the resulting Program Property having functionality substantially similar to or better than it did as of the date of this Agreement;

or, if Epic determines that options (i) and (ii) are not technically feasible or commercially reasonable,

(iii) modify, replace, or remove the Program Property, with the resulting Program Property having less functionality than it did as of the date of the Agreement. Epic will use good faith efforts to minimize feature

reduction and to provide non-infringing substitute functionality or other workarounds. If there is a material reduction in Program Property functionality under this Subsection 12(a)(iii), You may terminate Your license to the affected Item;

or, if Epic determines that (i), (ii), and (iii) are not technically feasible or commercially reasonable,

(iv) terminate Your license to the affected Item.

Upon termination under Subsection 12(a)(iii) or 12(a)(iv), You will cease use of the Item and return it to Epic.

[redacted]

[redacted] This Subsection 12(a) (Intellectual Property Indemnification) states the entire liability and obligation of Epic to Your Indemnitees arising out of or relating to violations of intellectual property rights.

[redacted]

[redacted]

c. **Third Party Products.** You will use Third Party Products in connection with Your use of the Program Property, and such Third Party Products have their own use limitations. Accordingly, You will indemnify, hold harmless, and defend Epic Indemnitees from any Claim arising out of or relating to Your use of a Third Party Product unless it is sublicensed under this Agreement and the Claim does not arise out of Your use of the Third Party Product in violation of this Agreement. Epic will promptly notify You in writing of any such Claim, provide You with the information reasonably required for its defense, and grant You control over its defense and settlement.

13. TAXES

Except for taxes based on or measured by Epic's net income and taxes levied on Epic employees' wages, all taxes (including sales, use, excise, property, and similar taxes) arising out of this Agreement or otherwise related to the license, use, implementation, maintenance or modification of the Program Property, or other software or services will be Your responsibility. If Epic pays or is required to pay such taxes (or related penalties or interest), You will promptly reimburse Epic. You have advised Epic that You are tax-exempt from Federal excise taxes. You will substantiate any tax-exempt status by providing Epic with evidence satisfactory to the relevant tax authorities. At Epic's reasonable request, You also will provide other relevant documentation, confirm Your payment of taxes, or facilitate Epic's collection of taxes. If Your tax status changes, You will promptly inform Epic by an email to finance@epic.com.

14. TERM AND TERMINATION

a. **General.** This Agreement (including all licenses) will continue in effect until the Agreement or the applicable license is terminated in accordance with this Section 14 (Term and Termination) or another express termination provision of this Agreement.

b. **Termination Upon Bankruptcy, Insolvency and the Like.** Subject to applicable bankruptcy and insolvency laws, if either party (i) ceases the active conduct of business; (ii) voluntarily becomes subject to a bankruptcy or insolvency proceeding under federal or state statute; (iii) has filed against it an involuntary petition for bankruptcy that is not dismissed within sixty (60) days of filing; (iv) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; or (v) winds up or liquidates its business, voluntarily or otherwise, then the other party may, at its sole option, terminate this Agreement immediately.

c. **Termination Upon Material Breach; Cure Periods.** A party (the "Notifying Party") may terminate this Agreement if the other party (the "Breaching Party") materially breaches its obligations and does not cure the breach within sixty (60) days of receipt of notice from the Notifying Party. The notice will be provided in accordance with Section 15 (Notice), will reference this Subsection 14(c) (Termination Upon Material Breach; Cure Periods) or state it is a notice of material breach, and will describe the breach in sufficient detail to permit the Breaching Party to cure the breach. Where another provision of this Agreement includes an express termination right and cure period, this Subsection 14(c) (Termination Upon Material Breach; Cure Periods) will not apply.

[redacted]

[redacted]

e. **Effect of Termination.** All licenses granted under this Agreement terminate when this Agreement terminates. Within thirty (30) days of the effective date of termination of this Agreement or a license, You will return all copies of the applicable Code and Documentation to Epic, or destroy such copies and certify to Epic that such actions have occurred. [redacted] You will remain liable to Epic for all fees and expenses accrued prior to such termination.

f. **Transition Assistance**. Upon Your request, Epic will provide reasonable assistance to effect a transition to another information system, including by cooperating with You or a third party with respect to data conversions and interfaces. Epic will provide You with patient data previously processed by the applicable Program Property in an electronic format that You can transition to another information system. You agree to provide Epic with reasonable advance written notice of any requests for cooperation under this Subsection, and the parties will in good faith seek to agree on a timeline for Epic to perform such services taking into account Epic's available resources, then-current development projects and commitments, and the scope and nature of the services requested. All services Epic performs under this Subsection are chargeable at Epic's then-current rates for such services.

g. **Survival.** The following terms will survive termination:

(i) Subsection 2(i)(ii) [redacted]
(ii) Subsection 2(i)(iv) [redacted]
(iii) Subsection 3(c) (Ownership),
(iv) Section 4 (Payments) (to the extent applicable for pre-termination use or obligations),
(v) Subsection 5(e) (Performance and Use Monitoring) (for Performance and Use Data collected before termination),
(vi) Subsection 6(d) (Exclusive Remedy),
(vii) Subsection 6(i) (Services Warranty),
(viii) Subsection 6(l) (No Other Representation or Warranty),
(ix) Section 7 (Limitations of Liability),
(x) Section 8 (Confidential Information),
(xi) Section 9 (Program Property Protections),
(xii) Subsection 10(a) (General),
(xiii) Subsection 10(b) (Financial Sponsor Change of Control),
(xiv) Section 12 (Indemnifications),
(xv) Section 13 (Taxes)
(xvi) Subsection 14(e) (Effect of Termination),
(xvii) Subsection 14(f) (Transition Assistance),
(xviii) Section 15 (Notice),
(xix) Section 16 (Records Requirements),
(xx) Section 17 (Miscellaneous) [redacted] and

(xxi) the terms of any addenda, amendments, or software orders governed by this Agreement to the extent provided in such agreements or covering similar subject matter to other surviving terms.

15. NOTICE

a. **General.** Notice required under this Agreement must be in writing, delivered by reputable overnight courier, by U.S. mail via registered, certified, or overnight delivery and return receipt requested, or by personal delivery, and addressed to the following addresses (or another address a party designates by notice to the other party):

If to Epic:

Judith R. Faulkner
CEO
Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

If to You:

Julio Alvarado
Director, Contract Administration and Monitoring
Department of Health Services
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

with a copy to:

General Counsel
Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

with a copy to:

Patrice Salseda
Principal Deputy County Counsel
Health Services Division
Office of the County Counsel
500 West Temple Street, Room 602
Los Angeles, CA 90012

and, as to any notices required to be provided to You under Exhibit 5 (Business Associate Exhibit), with additional copies sent via encrypted email (which may be through use of Epic's then-current email platform's native encryption capabilities or a reasonable equivalent) to:

helpdesk@dhs.lacounty.gov
CISO-CPO_Notify@lacounty.gov
jzito@dhs.lacounty.gov
mcortez@dhs.lacounty.gov
vharatounian@dhs.lacounty.gov

or to such other address as You may designate by notice to Epic.

b. **Invoices.** Invoices should be sent by email to the following email address (or another email address You designate by email to finance@epic.com): ROng@dhs.lacounty.gov and AGezalian@dhs.lacounty.gov.

All invoices must include, at a minimum, the following information: (i) name and address of Epic; (ii) invoice number; (iii) description of the item or services to which the invoice relates; and (iv) dollar amount of the fees then due. Upon request by You, invoices and payments of invoices will be submitted using an electronic method agreed upon between You and Epic. All payments hereunder will be made in United States dollars.

c. **Payments.** Payments should be payable to Epic Systems Corporation and sent to the following address (or to another address Epic designates by notice to You):

Epic Systems Corporation
Box 88314
Milwaukee, WI 53288-0314

Confidential.

16. RECORDS REQUIREMENTS

To the extent 42 U.S.C. § 1395x(v)(1)(I) (as amended) and regulations promulgated thereunder apply, until the expiration of four (4) years after furnishing services and/or products under this Agreement, Epic will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Epic that are necessary to certify the nature and extent of the costs for which You seek reimbursement. In addition, if Epic carries out its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, such subcontract will contain a similar clause allowing access to the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

17. MISCELLANEOUS

a. **Dispute Resolution.**

[redacted]

(iii) *Governing Law, Forum and Jurisdiction.* This Agreement will be governed and interpreted under [redacted] without reference to its conflicts of laws principles, and any action (including by arbitration, if applicable) arising out of or relating to this Agreement will be brought exclusively in [redacted] Provided the action is brought in accordance with this Subsection 17(a) (Dispute Resolution), Epic and You consent to the personal jurisdiction and venue of the state and federal courts (and arbitration, if applicable) located in [redacted].

b. **Severability.** The provisions of this Agreement will be severable, so that if any provision is found unenforceable, it and related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. However, severability will not apply if it materially changes the benefit of this Agreement to either party.

c. **No Waiver; No Course of Conduct.** Failure to enforce a provision of this Agreement will not bar future enforcement. The parties' conduct will not be used to interpret this Agreement.

d. **Purchase Orders.** Epic accepts Your purchase orders only for accounting convenience. Purchase order terms, other than those in a software or service order prepared by Epic and signed by You, will not amend this Agreement or otherwise constitute an agreement between the parties.

e. **Entire Agreement.** The appendices, exhibits, and addenda to this Agreement (which are incorporated herein by reference), and software or service orders prepared by Epic and signed by You, are part of this Agreement. Except as expressly provided in another written agreement between You and Epic or an Epic Owned Entity, this Agreement is the entire understanding between the parties on its subject matter. Any amendment must be in writing and agreed to by a duly authorized representative of each party, except for software or services orders prepared by Epic and signed by You as provided in Subsection 17(d) (Purchase Orders).

f. **Subcontracting and Assignment by Epic.**

(i) *Subcontracting.* Epic may subcontract its activities under this Agreement to any Epic Owned Entity. Epic also may subcontract such activities to non-Epic subcontractors. Epic will inform You in advance of any proposed non-Epic subcontractor and the activities it would carry out, and You may approve or reject the subcontractor. Epic is responsible to You for work performed by its subcontractors to the same extent as it is for Epic's own work. Relevant terms of this Agreement, including Subsection 8(a) (Confidentiality), apply to subcontractors in the same manner as they apply to Epic. Code or documentation provided to You by an Epic subcontractor is owned by Epic and treated as Code and Documentation under this Agreement.

(ii) *Assignment by Epic.* Epic may assign this Agreement either to an Owned Entity or as part of the acquisition of substantially all of Epic's assets by another entity. Upon any assignment by Epic, the assignee must agree in writing to the assignment and the Agreement's terms. Epic will remain liable for Epic's obligations under this Agreement if the assignee fails to satisfy them. [redacted]

g. **Restriction on Offers of Employment.** Epic staff receive specialized training to prepare for success in supporting customers and developing Epic software. Throughout their careers, they are provided with ongoing training to help them grow in their roles and increase the value of their contributions across the customer community. If individual customers hire away Epic staff, it endangers Epic's ability to provide services for the community. Therefore, Epic and You will not solicit, discuss prospective employment with, or hire (directly as employees or indirectly) any employee of the other party, except with the other party's prior written consent. The restriction in the previous sentence applies during an individual's employment with the other party and for twelve (12) months following such employment, and only to employees who have worked on the implementation, training, support, or maintenance (including development) of Epic software. Epic may choose not to work with or train former Epic staff hired in violation of this Subsection 17(g) (Restriction on Offers of Employment).

h. **Relationship of the Parties; Nature of the Transaction**. Epic and You are independent contractors and not each other's agents. Except to the extent expressly specified, this Agreement does not create third-party beneficiaries. Epic and You are not joint employers of the other's employees and do not have the right to share or codetermine the essential terms and conditions of employment for the other's employees. Each party agrees that the terms of and fees under this Agreement for the Program Property are the product of an arm's length transaction between the parties and are intended to satisfy the requirements of the Manner Exception (45 CFR 171.301) for providing access, exchange, or use of electronic health information in the "manner requested."

i. **Escalation.** Both You and Epic wish to work together to assure an effective project and to resolve issues as they may arise. If either party has concerns about implementation, maintenance or any other issues under this

Agreement, each party has the right to escalate the issue through the other party's organization if the issues are not resolved in a timely manner. The goal of escalation is to resolve the specific issue as quickly as reasonably possible. At each stage of this process, the individuals occupying the positions below, or their functional equivalents, will discuss and attempt to resolve the issue. These discussions may occur by telephone, videoconference, or in person. Escalation at each step of this process will occur based on a determination that the existing level of involvement by the other party cannot resolve or is not satisfactorily resolving the problem (or, if You wish, You may escalate each stage automatically after a specified number of business days). Except as otherwise provided in Exhibit 7 (Epic Error Correction Services) for concerns related to Epic's error correction services, the escalation path is as follows:

Epic:	You:
Implementation Director or Technical Services Coordinator	LA Health Services Chief Information Officer (CIO)
Implementation Executive or Technical Services Manager	LA Health Services Epic Project Director
Senior Vice President	LA Health Services Deputy Director Clinical Affairs and Population Health
President or Chief Executive Officer	LA Health Services Director

j. **Interpretation; Authorization; Counterparts.** Headings in this Agreement will not affect the interpretation of this Agreement. In this Agreement, the words "include" and "exclude" and their variants are not words of limitation, and examples are for illustration and not limitation. In addition, all references in this Agreement to Epic's standard rates or fees mean those rates or fees Epic normally charges at such time to its similarly situated customers for the applicable services or software. Moreover, all references in this Agreement to the "United States" mean the fifty (50) states and the District of Columbia. Each party represents that the individual signing on its behalf is authorized to bind the party. This Agreement and its incorporated documents may be signed on paper or electronically and may also be signed in counterparts.





[Signature Page Follows]

Confidential.

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE DATE OF YOUR SIGNATURE BELOW.

COUNTY OF LOS ANGELES	**EPIC SYSTEMS CORPORATION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

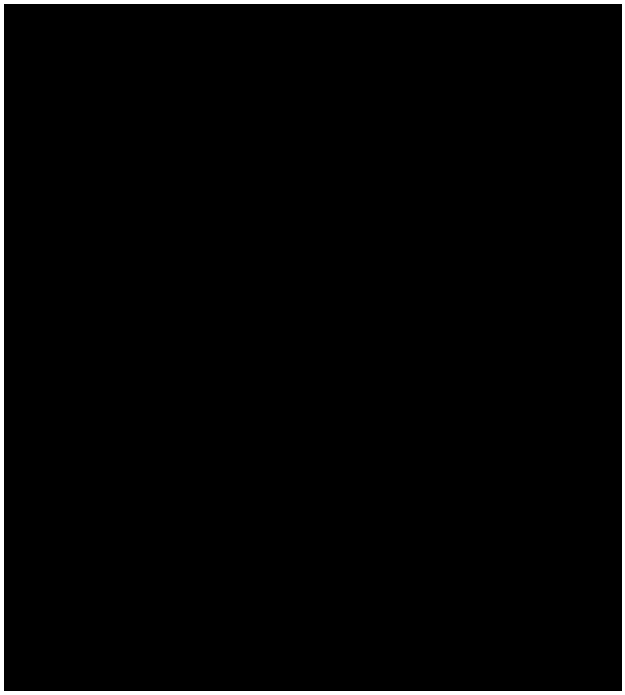
Confidential.

APPENDIX A
DEFINITIONS



2. "Annual Volume" means the aggregate Volume for the Program Property during (a) the 12-months following the date of this Agreement, and (b) each subsequent 12-month period.

3. "Claim" means all claims, demands and actions, and all associated liabilities, damages, refunds and costs, including settlements and attorney's fees.





5. "Code" means all code provided by Epic to You under this Agreement, including for the Program Property and in the master patient index and training environments. Code is delivered when it is first made available to You.

6. "Confidential Information" means Your Confidential Information or Epic Confidential Information, as applicable given the context.

7. "Connected Product" means a Third Party Product that connects to or interacts with Epic software (e.g., through artificial intelligence technology, automation, interfaces, data connectors, APIs, or other program service calls).

8. "Contested Amount" means the amount of an Epic charge that You dispute in good faith in a written notice describing the dispute and provided to Epic by the due date, so long as You have paid all undisputed amounts then due.

9. "Current Version" means the most recent release of an Item, including subsequent special updates to that release.

10. "Documentation" means all documents or materials in any format, including technical data associated with the Program Property, relating to the functionality, operation, use, code, data structures, implementation, or maintenance of the Program Property or other Epic software, which are (a) provided to You under this Agreement, or (b) created by You or on Your behalf (only to the extent revealing Epic Confidential Information).

Confidential.

11. "Documentation Manuals" means the Setup and Support Guides and Release Notes provided by Epic for the Program Property, and exclude other Documentation, such as data models, data dictionaries, or objects listings.

12. "ECI" means the Employment Cost Index for total compensation (not seasonally adjusted) for private industry workers, management, professional and related occupations, excluding incentive paid occupations, December 2005 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics. Unless otherwise specified, the ECI published most recently before the date of the Agreement applies. In any year from the date of the Agreement when the percentage increase in the ECI is less than one percent (1%), the percentage increase in the ECI will be deemed to be one percent (1%). If the ECI is discontinued, Epic will substitute a similar cost index.

13. "Epic Confidential Information" means, except as provided below, all information concerning: the functionality, operation, use, code, data structures, or development of either Epic software (including the Program Property) or Third Party Software and Data; Proprietary Data Schema; Epic's training, implementation, maintenance, and other services; and this Agreement's terms, [redacted] "Epic Confidential Information" excludes information: (a) generally available to the public without fault by You; (b) rightfully known by You non-confidentially before Epic first provides You access to such information; (c) independently developed by You without use of any Epic Confidential Information; or (d) rightfully obtained by You from a third party with the right to disclose it non-confidentially.

14. "Epic Fees Paid" means all fees paid by You to Epic for (a) Your license to the Program Property, and (b) the hourly and Maintenance Program services provided to You by Epic under this Agreement.

15. "Extension" means any development that incorporates or references any (a) Epic source Code libraries, (b) Epic APIs that are not available for public use through open.epic, (c) Proprietary Data Schema, or (d) other Epic Confidential Information.

16. "Financial Sponsor" means (a) a private equity or venture capital firm, family office, or other entity engaged primarily in investing pools of capital in businesses with the goal of generating financial return for its investors, and (b) a fund, partnership, or other entity managed by an entity described in clause (a).

17. "Financial Sponsor Change of Control" means any transaction or series of related transactions following which a party to this Agreement is an Owned Entity of a Financial Sponsor or group of Financial Sponsors, or, if the direct or indirect ownership or control interests of all Financial Sponsors were aggregated in a single entity, would be an Owned Entity of such single entity.

18. "Financial Sponsor Entity" means, following a Financial Sponsor Change of Control, the Financial Sponsor(s) involved in such Financial Sponsor Change of Control and its or their affiliated organizations, excluding You and Your Affiliates that are hospital or physician organizations and were using or implementing the Program Property for live production use prior to such Financial Sponsor Change of Control.

19. "First Live Use" for an Item occurs when You first use the Item to process actual patient data for production purposes.

20. "Indemnitees" means the applicable party and its Owned Entities, and its and their employees, officers, directors, and contractors. Your Indemnitees also include Affiliates.

21. "Item" means each uniquely identified item of Epic software (together with its specified components) licensed to You under the Agreement. The initial Items are specified as Program Property on Exhibit 1. Items may be

added by amendment or an Epic-prepared order form signed by You. An Update is not a new Item.

22. "License Fee Paid" means the portion of the Program Property License Fee You have paid Epic that is attributable to a given Item, or, for software licensed after the date of this Agreement, the portion of the license fee You have paid Epic.

[redacted]

24. "Maintenance Program" means the maintenance services for the Program Property described in Section 5 (Maintenance).

[redacted]

26. "New State Regulation" means a change in the statutes or regulations of the state of California that relates directly to the functionality of the Program Property as it is described in the Documentation Manuals and would result in the operation of the Program Property as described in the Documentation Manuals violating such change in state statute or regulation.

27. "Non-Program Error" means an apparent or real defect, error, or other anomaly that Epic reasonably determines either (a) does not originate from an Item or (b) results from the design [redacted] configuration, presentation format, or general flow and function of, or a non-Epic modification to, the Program Property. Examples of Non-Program Errors include issues related to any of the following: incorrect use or input (including data made available or modified by a Connected Product); weaknesses in Your security practices or procedures or security configurations of the Program Property (such as the absence of reasonable safeguards like multi-factor authentication); and hardware, Third Party Products, or other non-Program Property code. A Non-Program Error is not a Program Error.

28. "Operating Environment" means the InterSystems or other operating environment that Epic may specify from time to time. The Operating Environment is initially specified on Exhibit 1.

29. "Owned Entity" is an entity that (a) directly or indirectly owns or controls more than fifty percent (50%) of the applicable party, or (b) is more than fifty percent (50%) owned or controlled, directly or indirectly, by the applicable party or an entity described in clause (a).

30. "Overlapping Software" means [redacted]

31. "Performance and Use Data" means the following data relating to Your use of the Program Property: operating system metrics (e.g., CPU utilization, file system usage, disk read performance), Operating Environment metrics (e.g., database accesses per second, available licenses, database free space), Program Property activity metrics (e.g., number of appointments created, average length of stay, medications ordered), configuration selections (e.g., workflows, item

selections) and other performance metrics and usage data. Performance and Use Data excludes Protected Health Information (as defined in Exhibit 5 (Business Associate Exhibit)).

32. "Permitted Use Outside of the United States" means isolated [redacted] end-user remote access to the Program Property by Your United States-based physicians temporarily travelling abroad (e.g., on vacation or for a work conference) who require such access to treat their patients located in the United States, provided that You exercise good faith in limiting any such access for the temporary circumstance and, where possible in permitting such access, You do so through a VPN connection or other similar secure method. "Permitted Use Outside of the United States" [redacted]

33. "Production Directory" means each (a) copy of the server Code used to process actual patient data; and (b) actual patient database exceeding one (if any) processed by the same server Code copy of Program Property. For example, if You use three copies of the server Code to process data, two of those copies each process one patient database and one copy processes two patient databases, You use four Production Directories. Directories used solely for testing or training; disaster recovery; shadow copies supporting MyChart or EpicCare Link; or reporting copies supporting read-only reporting functions are not Production Directories.

34. "Program Error" means a reproducible error or defect in an Item that results in its failure to operate in substantial conformity to descriptions of such operation in the Documentation Manuals. For the avoidance of doubt, operation of an Item that is not inconsistent with its operation as described in the Documentation Manuals will not constitute a Program Error.

35. "Program Property" means, for each Item, the Code, Documentation, Updates, and other modifications provided to You under this Agreement and described as included in the Item's Documentation Manuals. If You would like to license additional functionality, additional fees will apply.

36. "Program Property License Fee" is the amount specified on Exhibit 1 as the "Program Property License Fee".

37. "Programming Points Code" means code external to the source Code that is executable, in accordance with Epic's instructions, at designated places in the Code.

38. "Project Plan" is the project plan agreed to and periodically revised as agreed by the parties' implementation teams. A sample is attached as Exhibit 2 (Sample Project Plan).

39. "Proprietary Data Schema" means metadata describing the specific location, arrangement, or structure of the data elements used in the Program Property, excluding publicly available standard HL7 formats or other Epic-published exchange formats.

40. "Reasonable Workaround" means a workaround of a Program Error that does not materially

decrease the general utility of the Program Property.

41. "Substantive Program Error" means a Program Error that materially and adversely affects Your operations.

42. "Support Materials" are content, formats, forms, data, software, configuration, tools, and other materials created for use with the Program Property and made available through the Community Library or otherwise by Epic (e.g., in starter sets and the Foundation System), such as: report formats, SmartForms, SmartSets, SmartText, SmartPhrases, pathways, decision support rules, selection lists, flowsheets, care plans, patient education, handouts and letter forms, after visit summary forms, preference lists, reference master files, category lists and other reference tables. [redacted]

43. "Third Party Product" means equipment, software, data, code sets, or other information or material used with, by or in the Program Property, whether or not supplied by Epic.

44. "Third Party Software and Data" means the items of software and content specified in the Third Party Software and Data section of Exhibit 1, or as otherwise may be added by amendment or an Epic-prepared form signed by You.

45. "Uncontested Amount" means an amount charged by Epic to You that is not a Contested Amount.

46. "Update" means a release of or patch to an Item (with error corrections, enhancements, or extensions) that Epic generally makes available free of charge to its similarly situated customers under the Maintenance Program, including applicable Documentation Manuals. Updates are limited to functionality and features described as included in an Item in its Documentation Manuals. If You would like to license additional functionality, additional fees will apply.

47. "Volume" means the actual level of use of the Program Property determined under Exhibit 1 and Subsection 11(b) (Single Licensee).

48. "Warranty Period" means, for each Item, the period beginning on delivery and ending [redacted] days after First Live Use.

49. "Workstation Code" means the components of the object Code designed to operate on personal computers for the purpose of accessing the object Code on Your server(s).

50. "Your Confidential Information" means, except as provided below, (a) all Protected Health Information as described in Exhibit 5 (Business Associate Exhibit), and (b) Your confidential information concerning Your business strategies, operations, and finances. "Your Confidential Information" excludes information that: (a) is generally available to the public without fault by Epic; (b) is rightfully known by Epic non-confidentially before Epic's first access to such information from You; (c) is independently developed by Epic without use of any Your Confidential Information; (d) is rightfully obtained by Epic from a third party with the right to disclose it non-confidentially; (e) relates to the identity of the Program Property licensed by You, the types and configuration of hardware or operating systems running the Program Property, the identity of software or hardware with which the Program Property interfaces for You, the sites where Epic is implementing, interfacing or maintaining the Program Property (or expects to do so), or development relating to the Program Property; or (f) concerns software, data structures, medical content (excluding Protected Health Information, as defined in Exhibit 5 (Business Associate Exhibit)), internet portals or technology, or related development, implementation, maintenance, or other services.

51. "Your Data" means (a) Your Confidential Information to which Epic has access, and (b) Performance and Use Data.

52. “Your Personnel” means You and Your Affiliates, all of Your and their employees and agents, and all persons involved in any way with the Program Property.

Confidential.

List of Exhibits

EXHIBIT	DESCRIPTION
1	Program Property, Third Party Software and Data; Additional Terms and Billing Information
2	Sample Project Plan
3	[redacted]
4	Epic's Current Standard Hourly Rates
5	Business Associate Exhibit
6	Epic's Support Policies
7	Epic Error Correction Services
8	Epic Travel Policies
[redacted]	
Addendum	Care Everywhere Addendum
Addendum	Carequality Addendum
Addendum	Cosmos Addendum
Addendum	Epic Cognitive Computing Addendum
Addendum	Payer Platform Addendum
Addendum	InterSystems Software Addendum
Addendum	SQL Addendum
Addendum	CPT Addendum
Addendum	ACC-NCDR® Registry Communication Module Addendum
Addendum	Schmitt Pediatric Content Addendum
Addendum	Thompson Adult Medical Content Addendum

Exhibit 1

Epic Program Property:	Initial Monthly Maintenance Fee:	Comments:
EpicCare Ambulatory Electronic Health Record Suite	[redacted]	
EpicCare Inpatient Electronic Health Record Suite [redacted]		
Chart with Art		
Beacon Oncology		
Beaker Laboratory [redacted]		
Beans Dialysis		
Behavioral Health		
Blood Administration [redacted]		
Bones Orthopaedics		
Cupid Cardiology		
Dorothy Home Care [redacted]		
EpicCare Link Affiliated Provider Portal		
Fertility		
Forward Clinical Trial Management System		
Gallery Document Management System		
Kaleidoscope General Ophthalmology		
Long-Term Care		
Lumens Endoscopy		
Occupational Medicine		
OpTime Operating Room Management System [redacted]		
Phoenix Transplant [redacted]		
Radiant Radiology		
Rehab		
Research		
Stork Obstetrics		

Epic Program Property:	Initial Monthly Maintenance Fee:	Comments:
Willow Ambulatory Pharmacy [redacted]	[redacted]	
Willow Home Infusion Suite [redacted]		
Wisdom General Dentistry [redacted]		
Resolute Hospital Billing		
Resolute Professional Billing		
Cadence Enterprise Scheduling		
Teamwork Staff Scheduling		
Teamwork Time & Attendance		
Cheers CRM for Healthcare [redacted]		
Grand Central Patient Flow [redacted]		
Prelude Registration [redacted]		
Nurse Triage		
Cogito ergo sum Analytics [redacted]		
Cognitive Computing Cloud Models		
Cognitive Computing Developer Platform		
Cognitive Computing Machine Learning Model Library		
Base Payer Platform Network for Providers		
Bridges EDI Developer's License		
Charge Router		

Epic Program Property:	Initial Monthly Maintenance Fee:	Comments:
Haiku, Canto, and Rover for mobile device access, and Limerick for Apple Watch	[redacted]	
Healthy Planet Patient Wellness		
Identity Embedded Master Person Index		
Pulse		
Push Notifications		
System Pulse		

Licensed Volume:

[redacted]

License Fee Schedule:
Program Property License Fee: $35,664,000

[redacted]

Other Program Property
(not included in Program Property License Fee)

Epic Program Property:	License Fee:	Initial Monthly Fee:	Comments:
ACC-NCDR® Registry Communication Module	[redacted]		

Epic Program Property:	License Fee:	Initial Monthly Fee:	Comments:
Automated Wound Measurements	[redacted]		
Care Everywhere [redacted]			
Care Management & Value-Based Care [redacted]			
Cosmos			
Epic Video Client			

Epic Program Property:	License Fee:	Initial Monthly Fee:	Comments:
Guesthouse Contracted Vendor Portal	[redacted]		
Hello World Multichannel Communication Platform			

Epic Program Property:	License Fee:	Initial Monthly Fee:	Comments:
MyChart Patient Experience Platform - Personalized [redacted]	[redacted]		
Nebula Cloud Platform			
Secure Chat			
Standard Interfaces and Data Connectors			
Value-Based Performance Management			
VoIP for Clinicians			

Notes and Assumptions for Program Property:

- Each Item of Program Property is licensed solely for use in a single Production Directory in accordance with the Documentation Manuals and with the other Items of Program Property included in this Exhibit 1 at the Licensed Volume specified for the Program Property. If any Licensed Volume increases or additional Epic software or Production Directories are licensed, additional fees will apply.

[redacted]

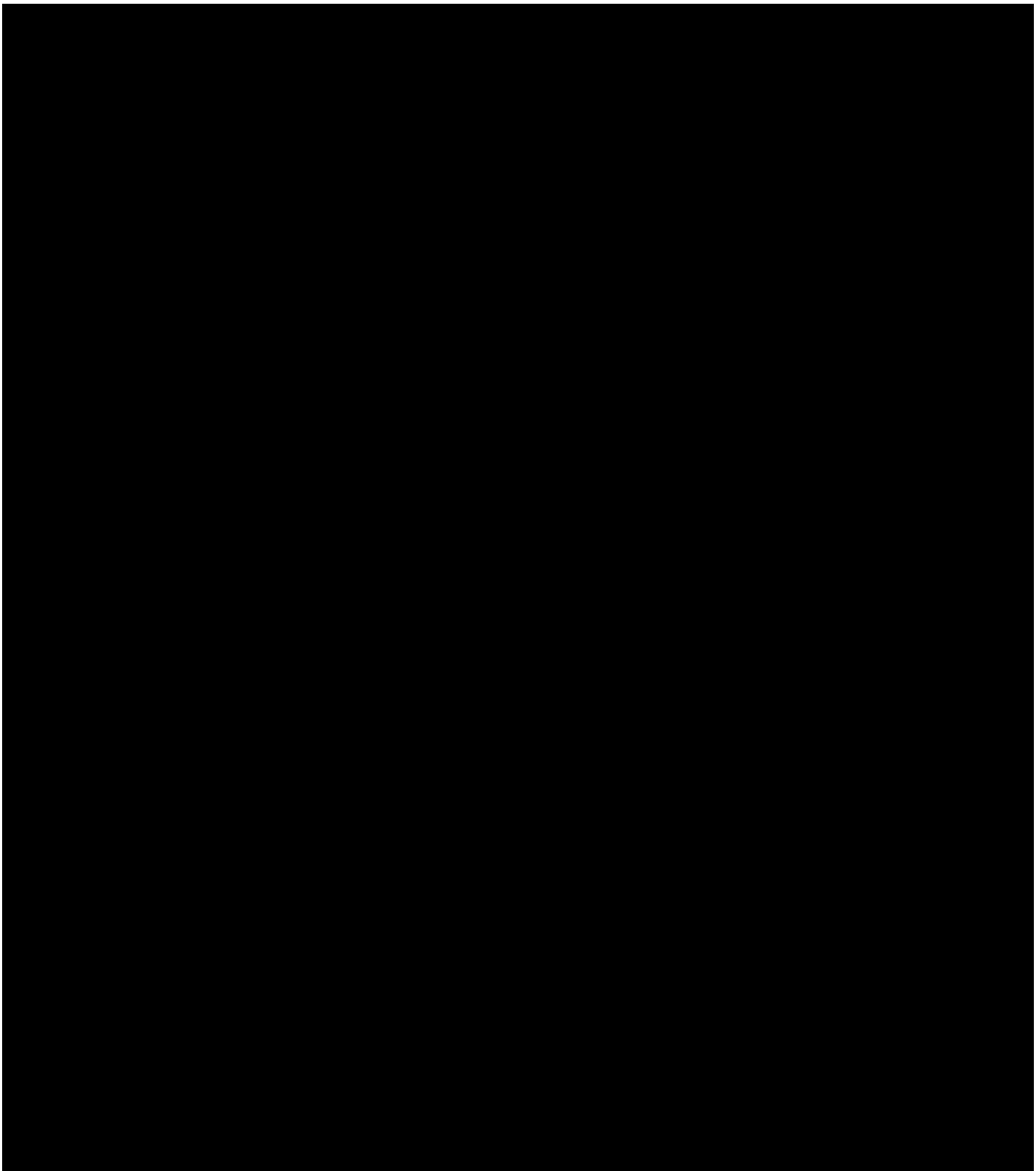
- Subscription rates for Subscription Items, including base fees and usage fees, are as of the date of this Agreement and subject to change.
- If You extend use of applications that do not count towards Your Licensed Volumes, additional fees may apply.

[redacted]

- Initial monthly maintenance fees listed are before any annual or other increases (e.g., changes in Licensed Volume or additional Program Property). Maintenance fees for each application begin upon First Live Use. See Subsection 4(j) (Maintenance Fees) of this Agreement.
- Additional functionality that You have not licensed as of the date of this Agreement, including functionality that Epic develops in the future as a separately licensed application, may be added to Exhibit 1 through a completed software order or license amendment.
- ONC Certification Details

Product-Specific Notes for Program Property:

[redacted]



Third Party Software and Data

Third Party Software and Data (not Program Property)	License Fee	Initial Monthly Maintenance Fee	Comments/Licensed Levels
InterSystems IRIS – Production Licenses	[redacted]		See InterSystems Software Addendum to this Agreement. [redacted]
InterSystems IRIS – Small Non-Production License	[redacted]		See InterSystems Software Addendum to this Agreement. [redacted]
KB Systems SQL	[redacted]		See SQL Addendum to this Agreement. [redacted]
CPT Code License – Online Certification Environments only	[redacted]		See CPT Addendum to this Agreement. [redacted]
Third Party Infrastructure for Nebula Cloud Platform	[redacted]		[redacted]

Third Party Software and Data (not Program Property)	License Fee	Initial Monthly Maintenance Fee	Comments/Licensed Levels
Dr. Schmitt's Pediatric Telephone Triage Protocols – Office Hours Version	[redacted]		See Schmitt Pediatric Content addendum to Agreement. [redacted]
Dr. Schmitt's Pediatric Telephone Triage Algorithms – After Hours Version	[redacted]		See Schmitt Pediatric Content addendum to Agreement. [redacted]
Dr. Thompson's Adult Telephone Triage Protocols – Office Hours Version	[redacted]		See Thompson Adult Medical Content addendum to Agreement. [redacted]
Dr. Thompson's Adult Telephone Triage Algorithms – After Hours Version	[redacted]		See Thompson Adult Medical Content addendum to Agreement. [redacted]
Certain Third-Party Foundation System Content [redacted]	[redacted]		[redacted]

Notes and Assumptions for Third Party Software and Data:

- Licensed levels for Third Party Software and Data are designated above in Comments/Licensed Levels column. Each item of Third Party Software and Data is licensed solely for use in a single Production Directory at the specified licensed levels and with the Items of Program Property included in this Exhibit 1 at the Licensed Volume specified for the Program Property. Additional fees will apply if any license levels or Licensed Volumes increase or if applications are added.
- Third party software fees are current as of the date of this Agreement and subject to change. Maintenance on most third party applications begins thirty (30) days after delivery of the software; trial licenses are available in some cases.

Certain Other 3rd Party Software and/or Data

Certain Other 3rd Party Software and/or Data (not Program Property) (not Third Party Software and Data)	**License Fee**	**Initial Monthly Maintenance Fee**	**Comments/Licensed Levels**
Intelligent Medical Objects – Personal Health Terminology – Advanced Option	[redacted]		Requires separate agreement with vendor. [redacted] For use in conjunction with this item, You likely will also want to obtain a (currently free) license for SNOMED CT® in its native format through the National Library of Medicine. Information and SNOMED CT® in its native format can be found at: http://www.nlm.nih.gov/research/umls/Snomed/snomed_main.html
UpToDate – Core	[redacted]		Requires separate agreement with vendor. [redacted]
UpToDate – Core, Image/Imprint, IMM English, and English Warning Labels	[redacted]		Requires separate agreement with vendor. [redacted]
Experian Health - LCD/NCD	[redacted]		Requires separate agreement with vendor. [redacted]
Experian Health - Correct Coding Initiative Rules	[redacted]		Requires separate agreement with vendor. [redacted]

Notes and Assumptions for Certain Other 3rd Party Software and/or Data:

- Certain Other 3rd Party Software and/or Data is not sublicensed to You by Epic. You must sign a license agreement directly with the applicable third party vendor. Epic will provide You with a copy of the vendor's form agreement and the vendor's contact information.
- Licensed levels are designated above in Comments/Licensed Levels column and/or in and subject to the separate agreements. This Certain Other 3rd Party Software and/or Data is licensed solely for use in a single Production Directory at the specified licensed levels and with the Items of Program Property included in this Exhibit 1 at the Licensed Volume specified for the Program Property. Additional fees will apply if any license levels or Licensed Volumes increase or if applications are added.
- Third party software fees are current estimates as of the date of this Agreement and subject to change. Maintenance on most third party applications begins thirty (30) days after delivery of the software; trial licenses are available in some cases.

Attachment A

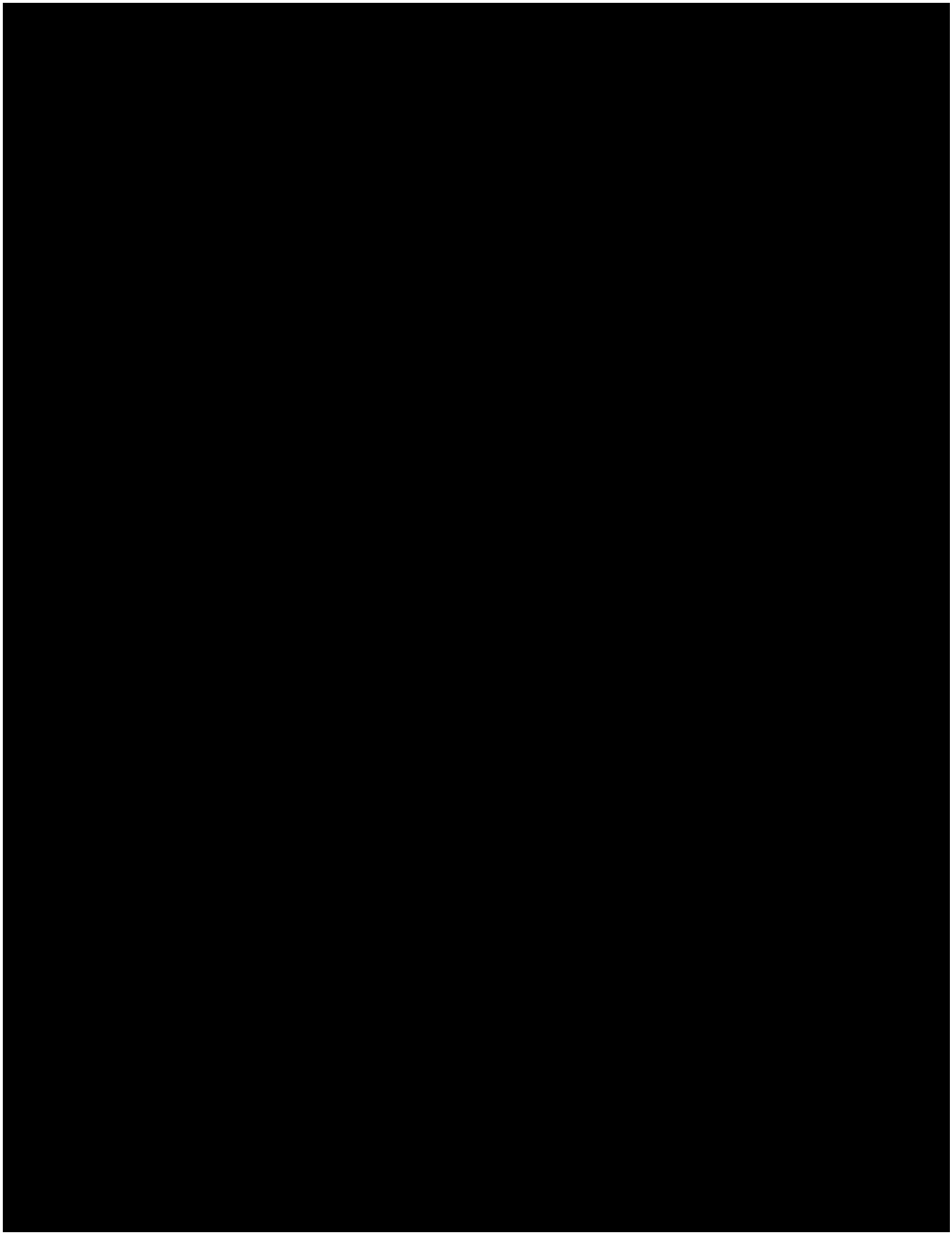
Enterprise Volume Definitions

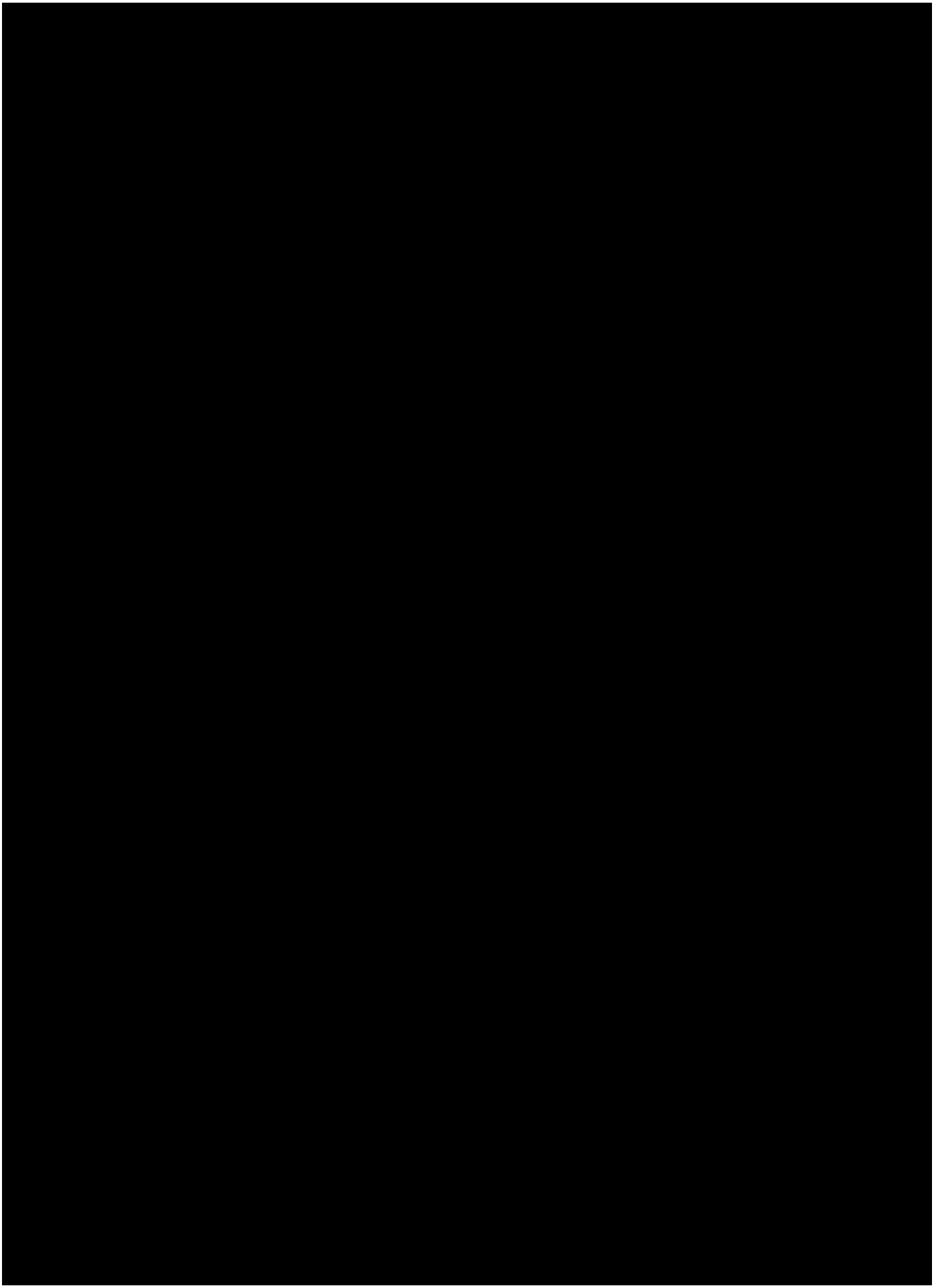
[redacted]

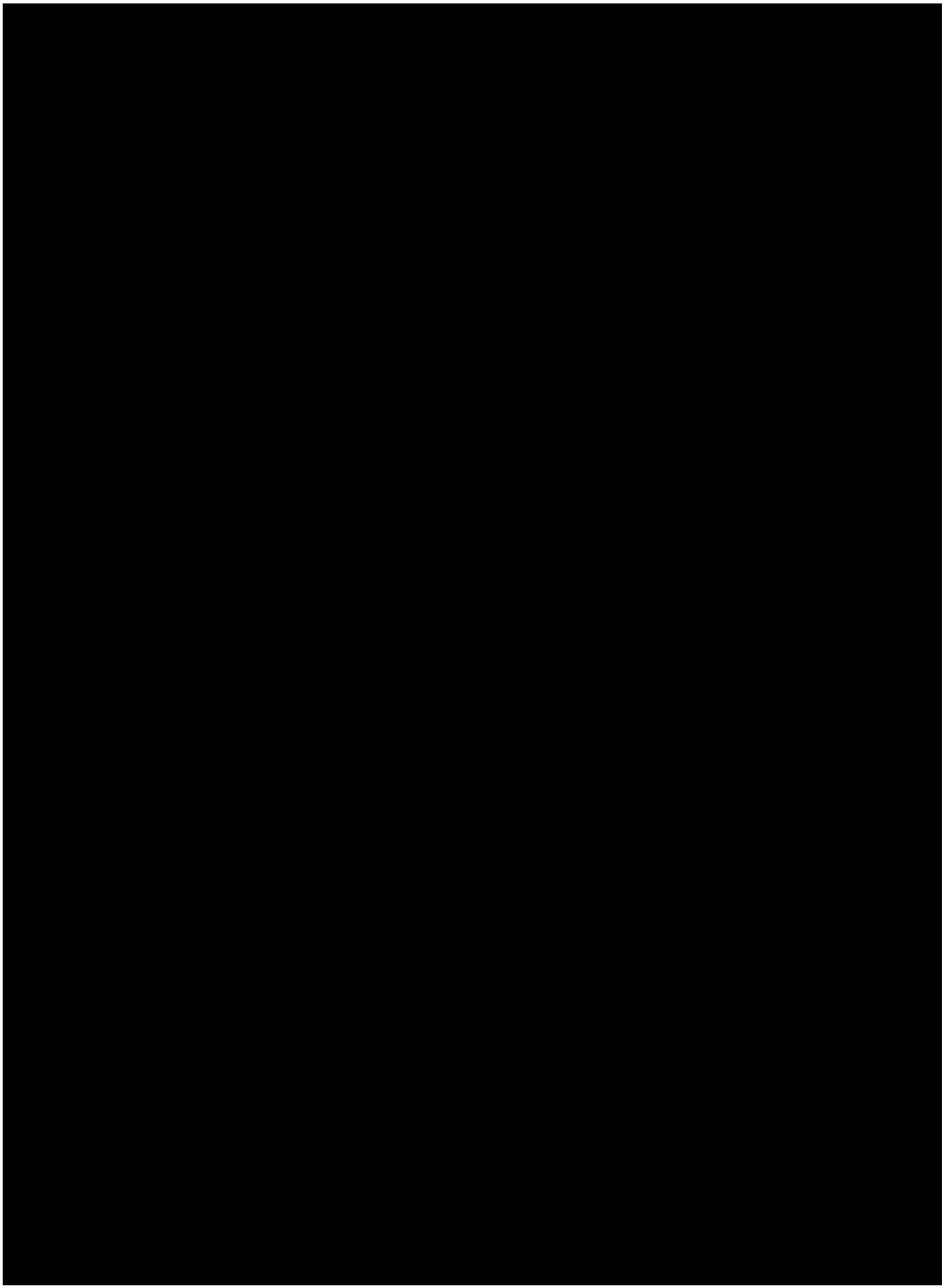


Attachment B

Current Copy of Hello World Pricing Details









Attachment C

[redacted]

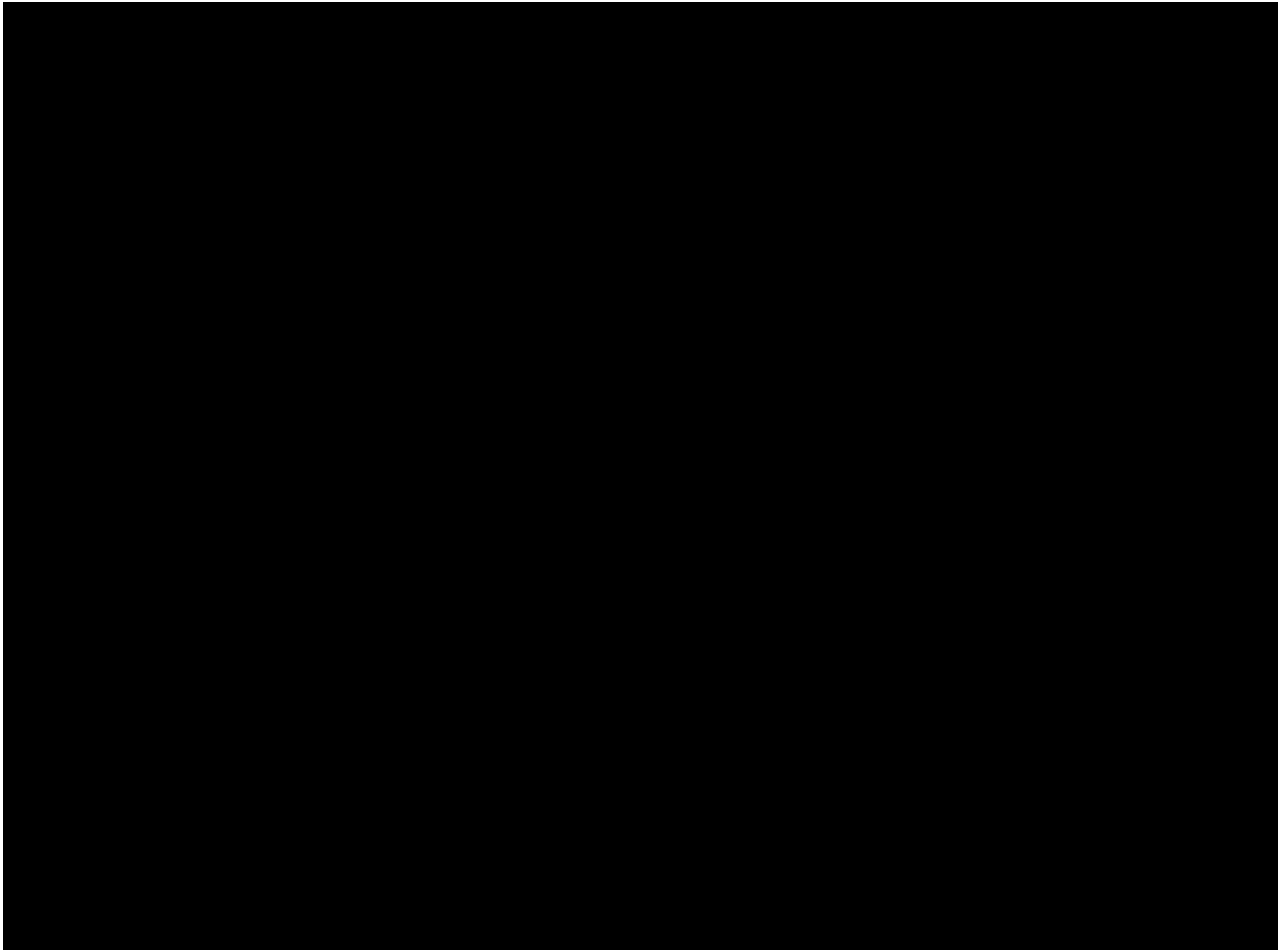
[redacted]



Exhibit 2

Sample Project Plan

Confidential.



Confidential.

EXHIBIT 4

EPIC HOURLY RATES



Confidential.

[redacted]

Confidential.

Exhibit 5

Business Associate Exhibit

BACKGROUND

A. You ("Covered Entity") and Epic ("Business Associate") have entered into a License and Support Agreement (inclusive of this Exhibit, the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.

B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("HITECH") and the regulations promulgated thereunder by the United States Department of Health and Human Services, and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA, HITECH and the Regulations.

C. Business Associate will have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to Covered Entity.

D. This Exhibit also includes provisions that constitute Covered Entity's and Business Associate's Qualified Service Organization Agreement to protect "Patient Identifying Information" and "Records" as defined by 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records ("Part 2"), to the extent that Covered Entity operates a "Program" as defined by Part 2.

TERMS

1. Definitions. All capitalized terms used but not otherwise defined in this Exhibit have the same meaning as those terms in the Regulations.

a. Breach. For purposes of Sections 2(d) and 2(k) of this Exhibit only, "Breach" has the meaning set forth in § 164.402 (including all of its subsections) of the Regulations; with respect to all other uses of the word "breach" in this Exhibit (e.g., Section 4 (Termination)), the word has its ordinary contract meaning.

b. Individual. "Individual" has the same meaning as the term "individual" in § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with § 164.502(g) of the Regulations.

c. Protected Health Information. "Protected Health Information" and "PHI" each have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

d. Regulations. "Regulations" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, as in effect on the effective date of the Agreement.

e. Required By Law. "Required By Law" has the same meaning as the term "required by law" in § 164.103 of the Regulations.

f. Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or their designee.

2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Exhibit, the Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 of the Regulations with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Exhibit or the Agreement.

c. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Exhibit.

d. Except with regard to Breaches of Unsecured Protected Health Information (which shall be governed by Section 2(k) below), Business Associate agrees to report to Covered Entity any Security Incident respecting electronic PHI in Business Associate's possession or control, and any use or disclosure of the PHI not provided for by the Agreement, of which Business Associate becomes aware [redacted]. Notwithstanding the foregoing, this provision shall constitute notice of any unsuccessful Security Incident, including pings and other broadcast scans, unsuccessful log-on attempts, denial of service attacks and any combination thereof (provided such unsuccessful Security Incidents do not result in the unauthorized access, use or disclosure of PHI).

e. Business Associate agrees to ensure that, in accordance with §§ 164.502(e)(1)(ii) and 164.308(b)(2) of the Regulations, any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to comply with the same or similar restrictions and conditions that apply to Business Associate with respect to such information.

f. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity [redacted] and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under § 164.524 of the Regulations.

g. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity [redacted]

h. To the extent Business Associate is to carry out any of Covered Entity's obligations under Subpart E of 45 CFR 164 of the Regulations, Business Associate will comply with the requirements of Subpart E of 45 CFR 164 of the Regulations that apply to Covered Entity in the performance of such obligations.

i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.

j. Accounting of Disclosures.

1. Business Associate agrees to document such disclosures by Business Associate of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with § 164.528 of the Regulations.

2. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(j)(1) of this Exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with § 164.528 of the Regulations.

k. Notifications Regarding Breaches of Unsecured PHI. Following Business Associate's discovery of a Breach of Unsecured PHI, Business Associate will notify Covered Entity of such Breach in accordance with §§ 164.410 and 164.412 of the Regulations and without unreasonable delay, but in no event, unless precluded because of a law enforcement delay as specified in § 164.412 of the Regulations. [redacted]

l. Restriction against Sale of PHI. Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI except as permitted by this Exhibit, the Agreement or federal law.

m. Business Associate will use reasonable efforts to cooperate with Covered Entity so that Covered Entity may comply with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to California law, and to mitigate any potential harm caused by an Incident.

n. Minimum Necessary. When using or disclosing Protected Health Information, or when requesting Protected Health Information from Covered Entity, Business Associate agrees to use reasonable efforts to limit Protected Health Information to the minimum necessary to perform the Business Associate's obligations under the Agreement or this Exhibit.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise expressly limited in this Exhibit, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the Agreement and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation, maintenance and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.

b. Except as otherwise expressly limited in this Exhibit, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

c. Except as otherwise expressly limited in this Exhibit, Business Associate also may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the disclosure is Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of

any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise expressly limited in this Exhibit, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by § 164.504(e)(2)(i)(B) of the Regulations.

e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Regulations.

4. Termination.

a. Termination for Cause.

1. By Covered Entity. Upon Covered Entity's knowledge of a material breach by Business Associate of this Exhibit:

A. Covered Entity may provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access PHI; or

B. If Business Associate has breached a material term of this Exhibit and cure is not possible, Covered Entity may immediately terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access PHI.

2. By Business Associate. Upon Business Associate's knowledge of a material breach by Covered Entity of this Exhibit:

A. Business Associate may provide a reasonable opportunity for Covered Entity to cure the material breach or end the material violation and if Covered Entity does not cure the material breach or end the material violation within a reasonable time, Business Associate may terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access PHI; or

B. If Covered Entity has breached a material term of this Exhibit and cure is not possible, Business Associate may immediately terminate this Exhibit and the provisions of the Agreement that require or permit Business Associate to access PHI.

b. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Exhibit, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate will extend the protections of this Exhibit to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

3. If the provisions of the Agreement that require or permit Business Associate to access PHI are terminated pursuant to any provision in Section 4(a) (Termination for Cause) above, then the maintenance program under the Agreement will also terminate. Upon such termination, Business Associate will refund any maintenance fees previously paid by Covered Entity to Business Associate with respect to the unused portion of the maintenance program for the future. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access PHI will not affect the parties' other obligations or rights under the Agreement.

5. Miscellaneous.

a. Changes to Regulations. If the Regulations are amended, including by way of anticipated regulations yet to be promulgated as provided in HITECH, in a manner that would alter the obligations of Business Associate as set forth in this Exhibit 5 (Business Associate Exhibit), then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this Exhibit 5 (Business Associate Exhibit).

b. Survival. The respective rights and obligations of Business Associate under Section 4 (Termination) of this Exhibit survive the termination of this Exhibit.

c. Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the Regulations.

d. Unencrypted PHI. Covered Entity will not send unencrypted PHI to Business Associate in any form, including via email or on mobile devices such as USB drives. Should Covered Entity do so, Business Associate is not responsible for any damages arising out of or relating to unencrypted PHI that Covered Entity sends to Business Associate in any form.

e. Application of Civil and Criminal Penalties. Business Associate acknowledges that pursuant to §§ 13401(b) and 13404(c) of HITECH:

1. in the case Business Associate violates any security provision specified in § 13401(a) of HITECH, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner such sections apply to a covered entity that violates such security provision; and

2. in the case Business Associate violates any provision of 13404(a) or 13404(b) of HITECH, the provisions of sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

[redacted]



h. Notice. Any notice required to be given to Covered Entity pursuant to this Exhibit shall be sent to Covered Entity in accordance with Section 15 (Notice) of the Agreement.

Exhibit 6

Epic Support Policies

Support Available 24 x 7
Epic provides telephone consultation and assistance support to You through its technical services staff at any time, twenty-four (24) hours per day and seven (7) days per week.

Where to Call
For all calls, whether during the Daytime Support Hours or the Nighttime Support Hours, call Epic's general telephone number at (608) 271-9000. The "Daytime Support Hours" are 7:00 a.m. to 8:00 p.m., Monday through Friday, Central Time, excluding holidays (currently New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve). "Nighttime Support Hours" are all other times.



Exhibit 7

Epic Error Correction Services

A description of Epic's error correction services is below. [redacted]

[redacted]

Exhibit 8

Epic Travel Policies

General

Before traveling to Your facilities, Epic must receive written authorization from You for the travel as provided in the Agreement. Epic will complete a travel authorization form which, unless agreed otherwise, will include the names of everyone who will be billing his or her travel expenses to You, the on-site dates for the personnel, and an estimate for all expenses. At Your option, You may approve a blanket travel authorization rather than an individual travel authorization for each trip. A blanket travel authorization includes a range of trips, reducing the number of travel authorizations submitted to You for approval. Epic will, where possible and in coordination with You, use reasonable efforts to plan its trips in sufficient enough time as available to pre-book fourteen (14) days in advance to use economy flights. This document outlines Epic's current guidelines that it may revise from time to time, provided that any change to its current guidelines will be consistently applied to similarly situated Epic customers.

Certain Reimbursable Expenses

Transportation:

Air: Economy-class seats (i.e., Standard Economy, Main Cabin, or similar) generally are to be booked. Optional upgrades will not be reimbursed. Flights are chosen based on price and schedule. Epic will choose the most cost effective flight that otherwise satisfies its booking criteria (e.g. avoidance of double connections, fits any reasonable time constraints). If a charter would be of equal cost to or less expensive than commercial airfare due to the number of traveling staff, Epic may use a charter.

Ground: You will reimburse Epic for tolls, parking fees, a standard amount for mileage to and from the outbound airport, airport shuttle service, public transportation, taxis, and ride-sharing services (e.g., Uber and Lyft). Personal car mileage is based on the IRS set rate. Epic will normally rent cars from a national car rental chain to take advantage of its national discounted rates whenever feasible. Generally, Epic rents cars that will comfortably accommodate 2 or 3 employees with luggage and laptop computers rather than renting vehicles for each employee. Epic employees will make reasonable efforts to refuel rental cars prior to returning the cars.

Accommodations: You will reimburse Epic for the single occupancy cost of a standard room at an Epic standard hotel. If You have corporate discounts with preferred hotels that meet Epic standard hotel accommodations, Epic's travel department will work with You to explore whether the hotel will be able to accommodate Epic staff. In the event lodging at such a hotel or any other approved hotel is not available, travelers are expected to make reasonable efforts to utilize lodging with similar amenities and rates. Epic standard hotels are hotels that serve business travelers with suitable internet connections, business centers, safety (internally and in the surrounding locale), cleanliness, on-site or nearby food service, and on-site or nearby gathering areas to accommodate groups for work-related meetings, as well as short commuting distances and sufficient vacancies to accommodate the Epic staff on that trip.

Meals and Incidental Expenses. Epic's current internal policies prohibit reimbursement for alcohol. Business-related expenses such as meals, cabs, tips, tolls, vending, phone, Internet, etc. will be reviewed by Epic's accounting department for accuracy and be reimbursable. Employees are expected to exercise good judgment when leaving tips.

Non-Reimbursable Expenses

You will not reimburse Epic for the following expenses:

- Hotel movies

- Entertainment
- Sightseeing
- Alcoholic beverages
- Child or pet care
- Damages to an employee's personal vehicle
- Lost or stolen funds or personal property
- Parking tickets, speeding tickets, etc.
- Travel insurance
- Insurance in connection with personal automobiles
- Hotel health club memberships
- Laundry service (unless Epic staff is on site for six (6) consecutive days or more)
- Personal services and personal supplies
- Meals in Madison or the Madison area (other than at the Madison airport)
- Any expense which is not bona fide for federal income tax purposes

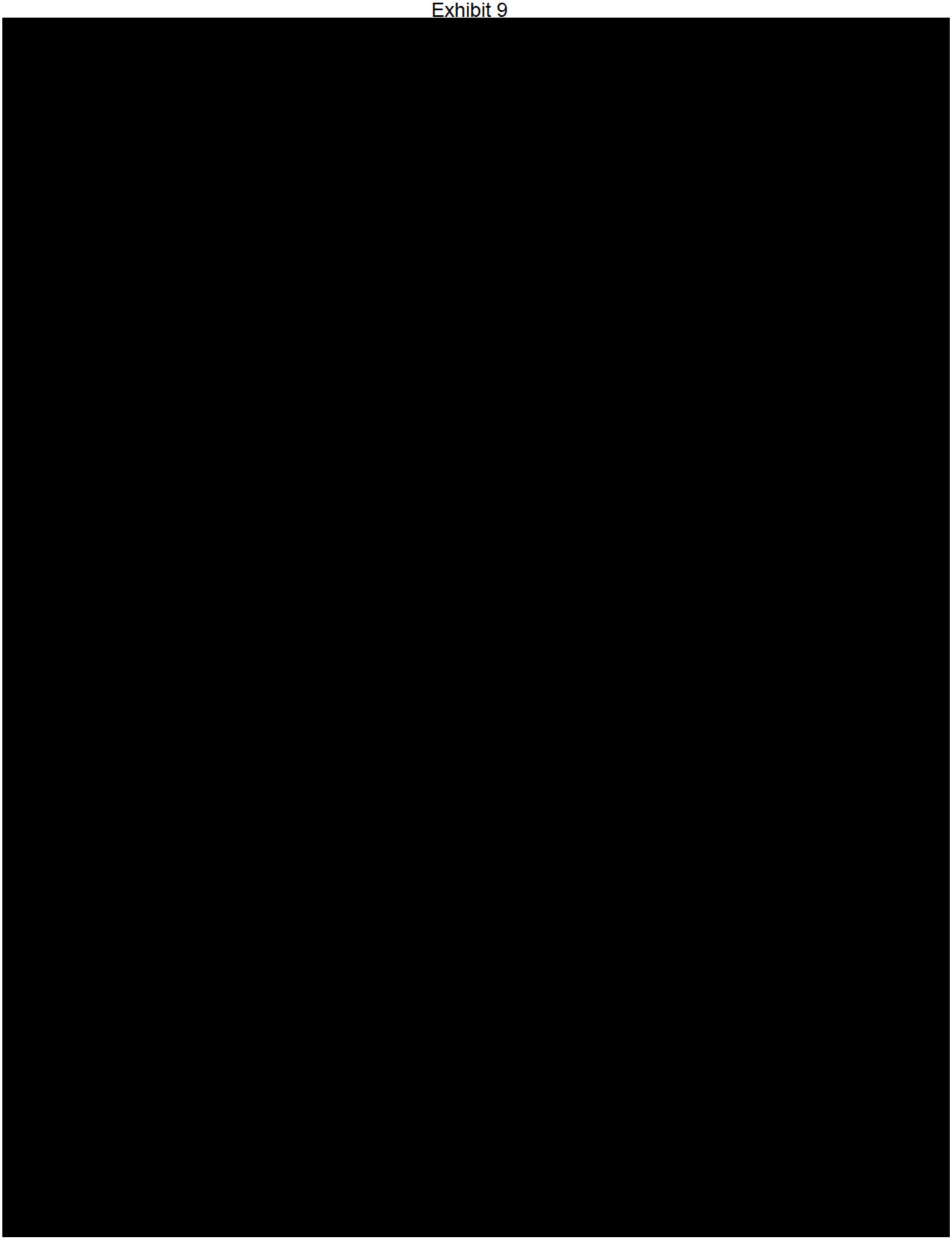
Documentation of Travel Expenses

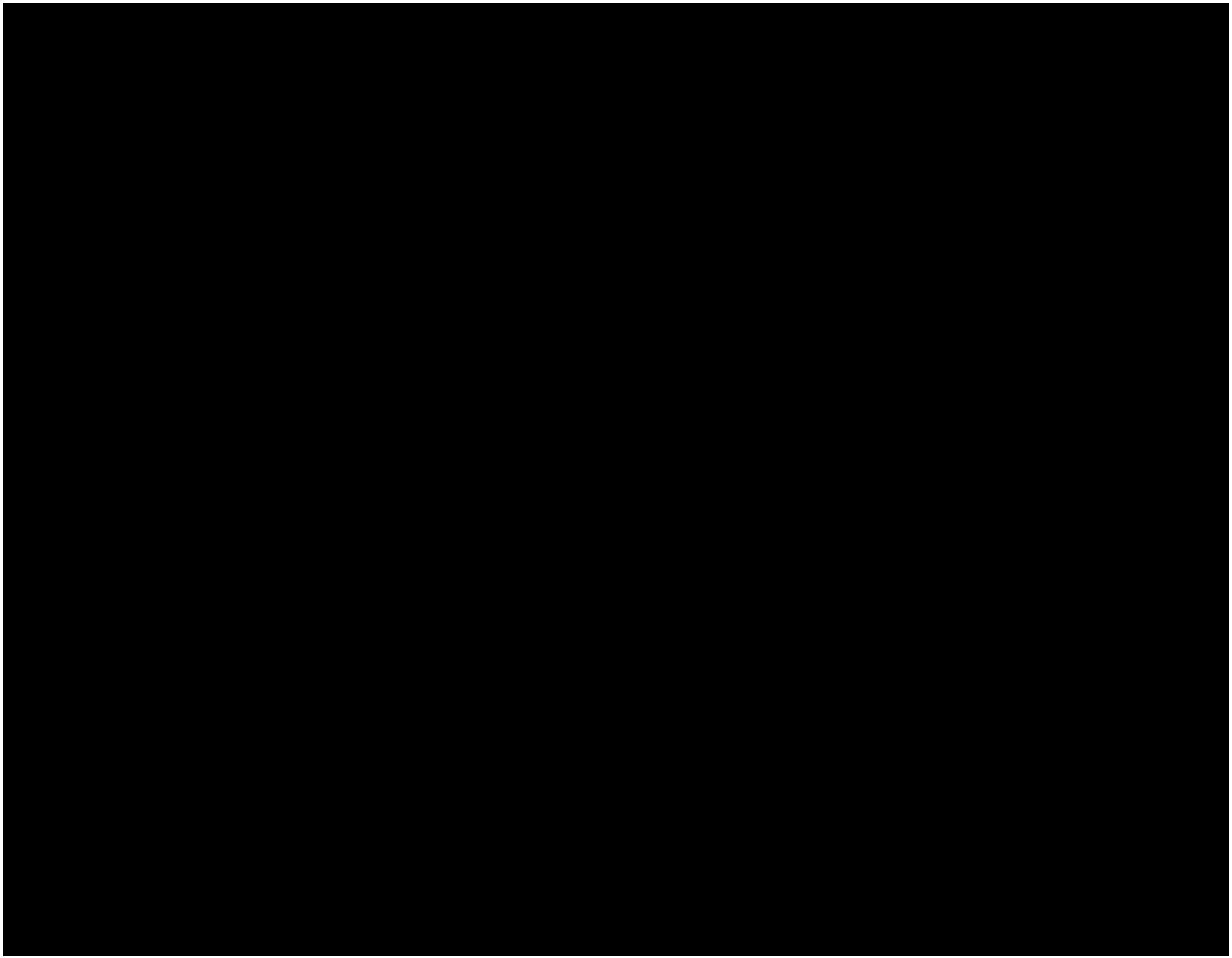
Epic travelers generally are required to provide Epic with receipts for their travel expenses. Lodging receipts should include the name and location of the lodging, dates of stay and separate amounts for charges such as meals. On the occasion a receipt is lost or misplaced, Epic's accounting department will obtain documentation from the traveler for the applicable expenses. Epic's accounting department will monitor these instances to help keep them to a minimum.

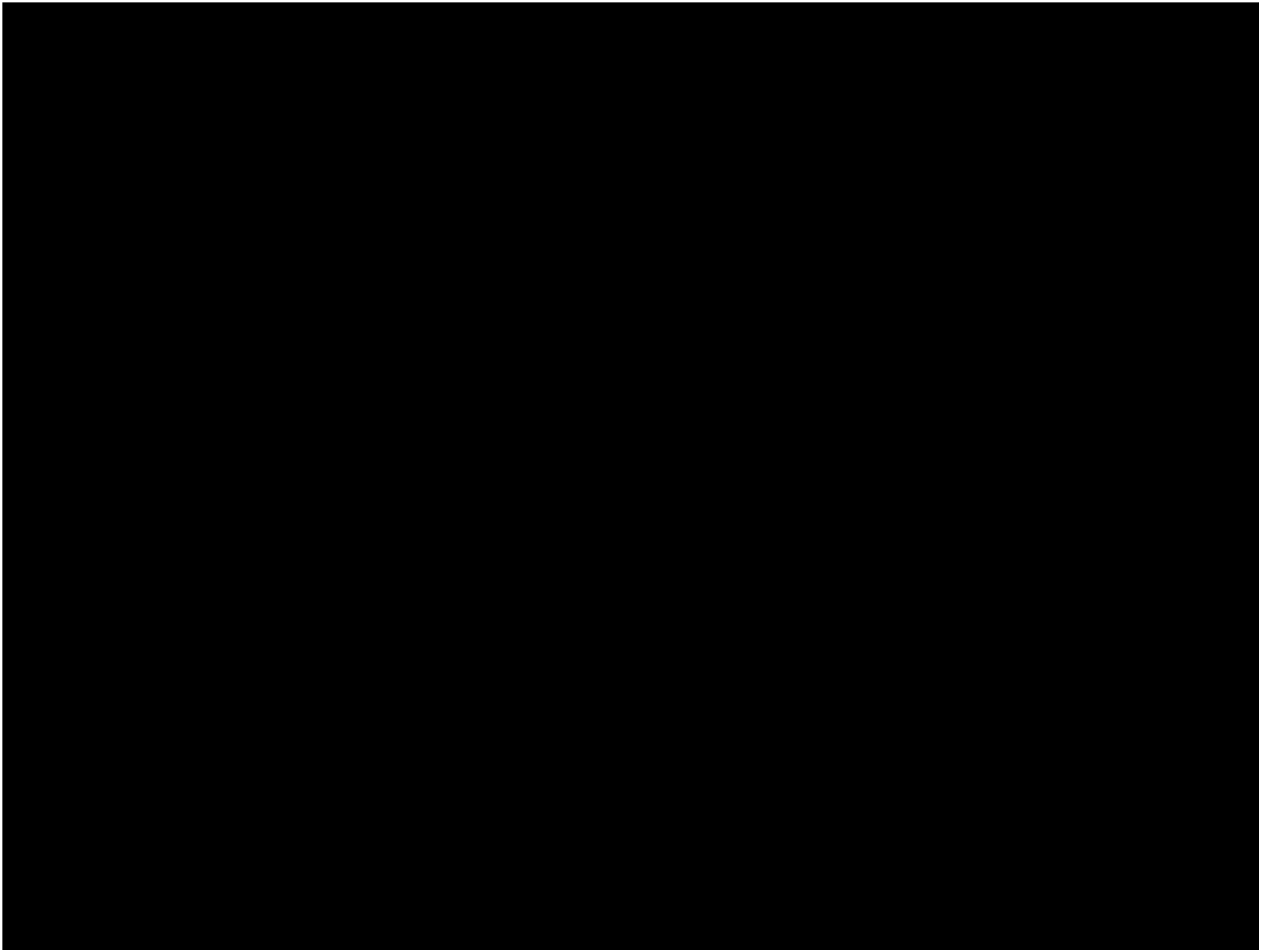
Sharing Expenses with Other Organizations

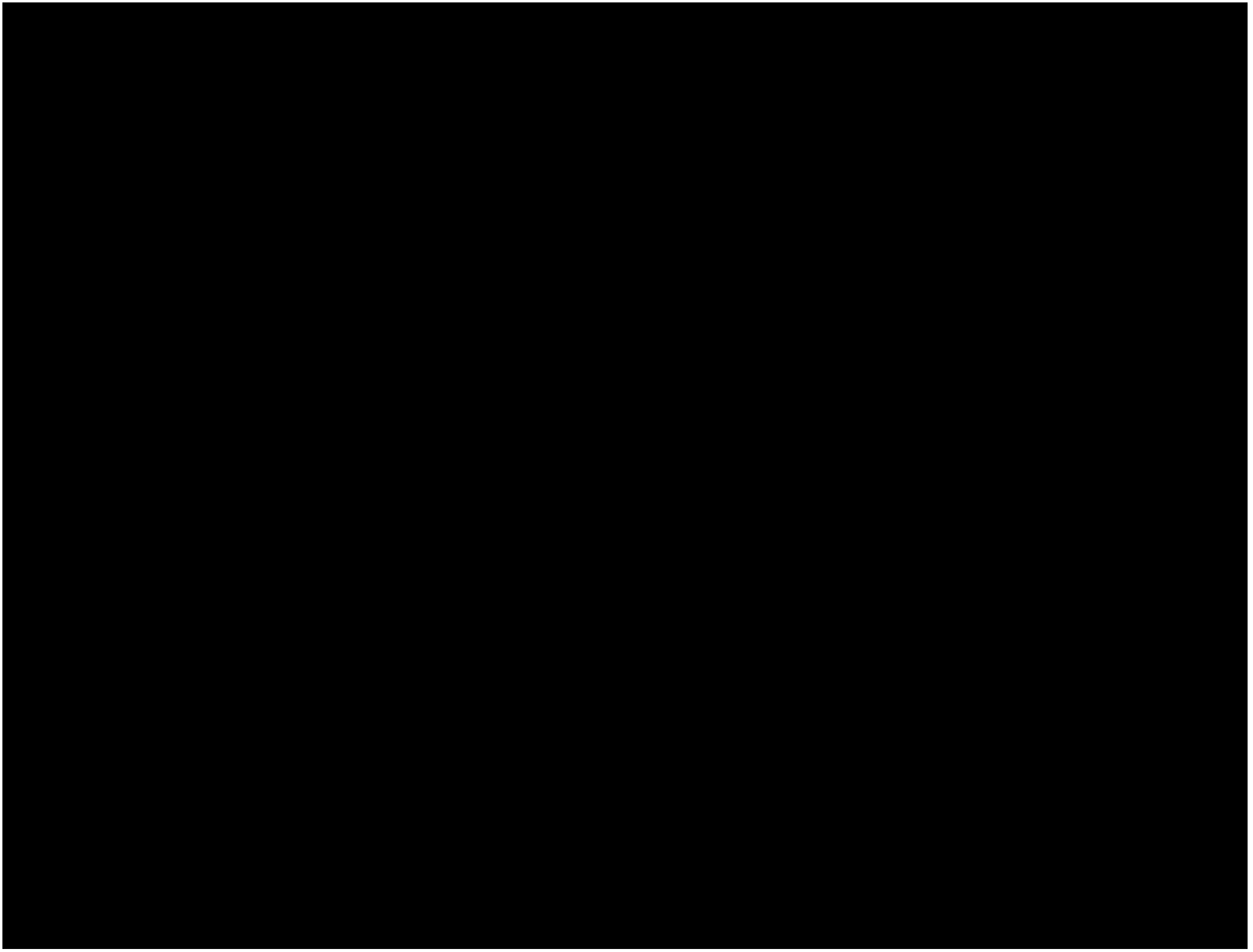
Occasionally, it may be possible to combine travel to Your site with travel to or from another Epic customer site, and in such case, expenses can be shared with the other organizations. If an Epic employee is taking a trip payable jointly by You and another entity, You will reimburse Your share of the actual expenses necessary for Your business. In no case may the reimbursement to the Epic employee from all sources exceed the total expenses incurred by the employee.

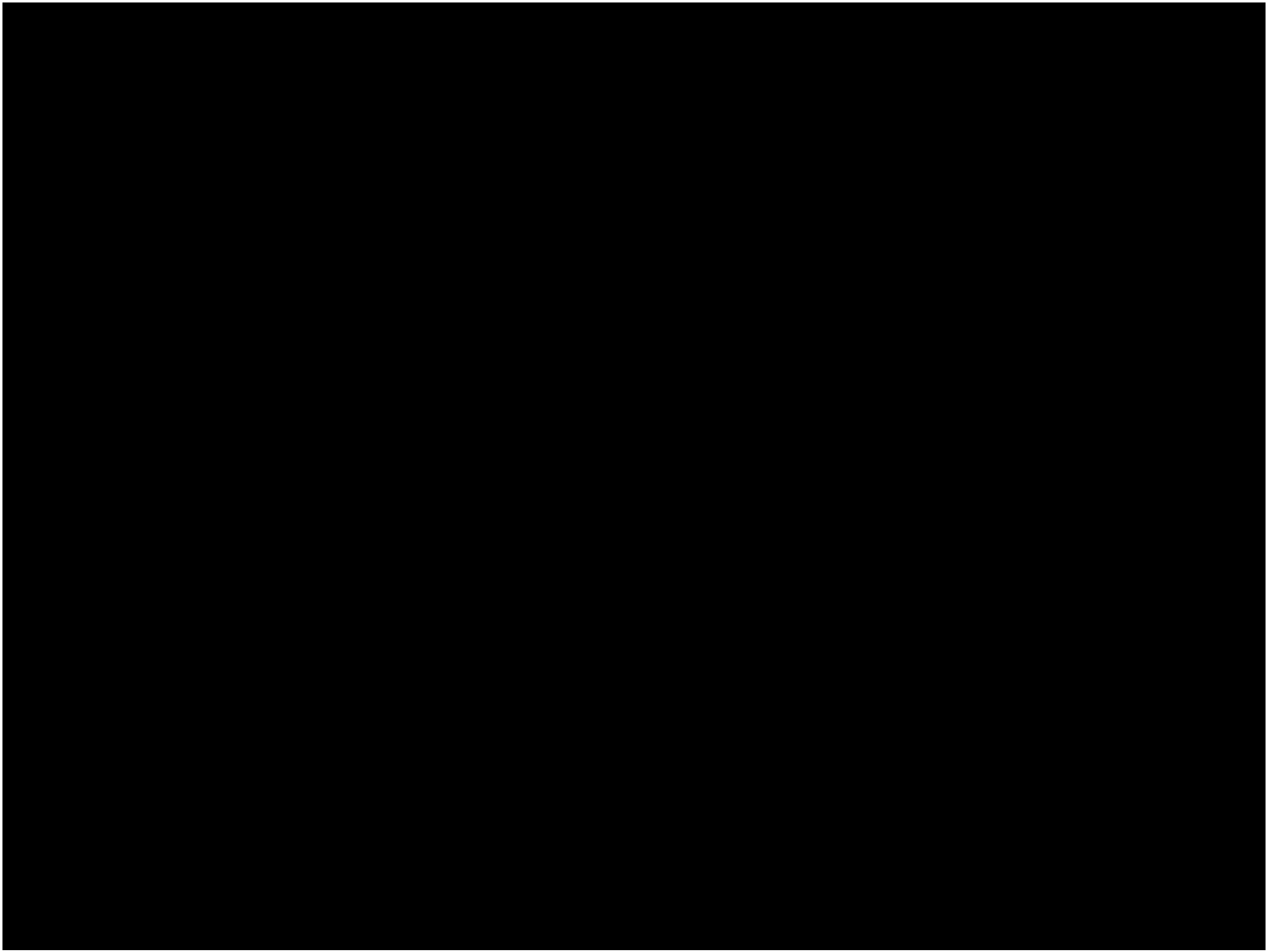
Exhibit 9

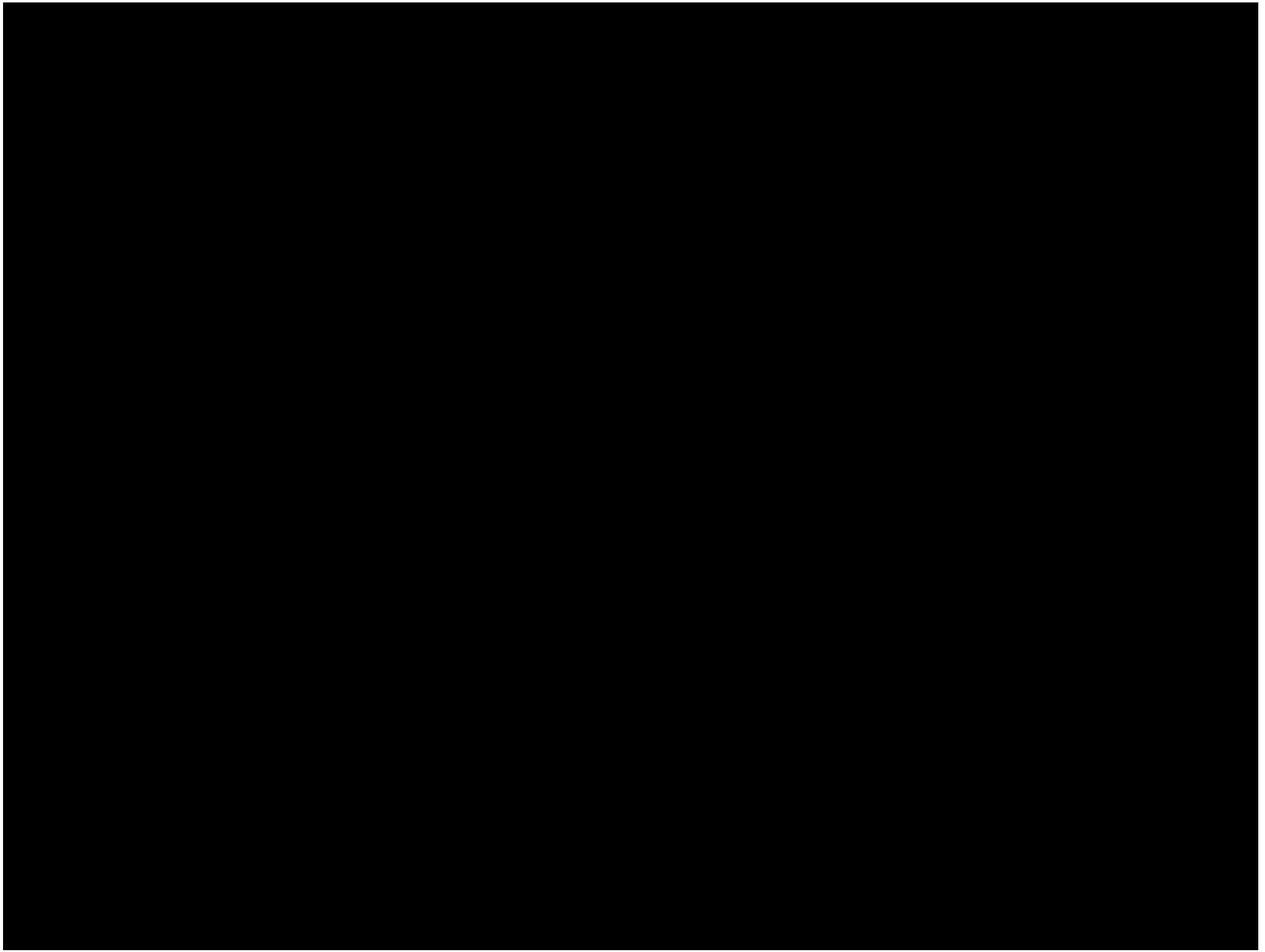


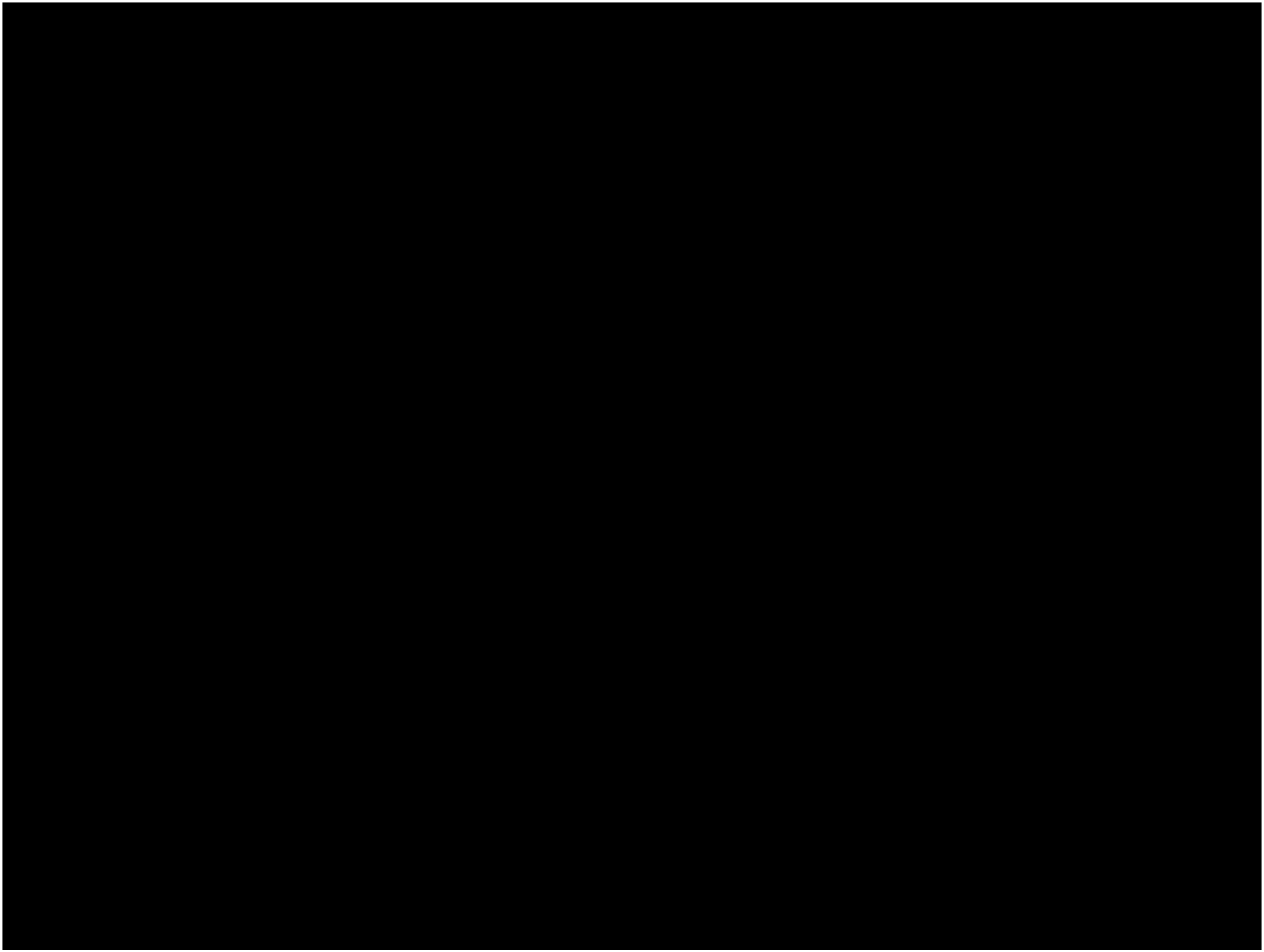


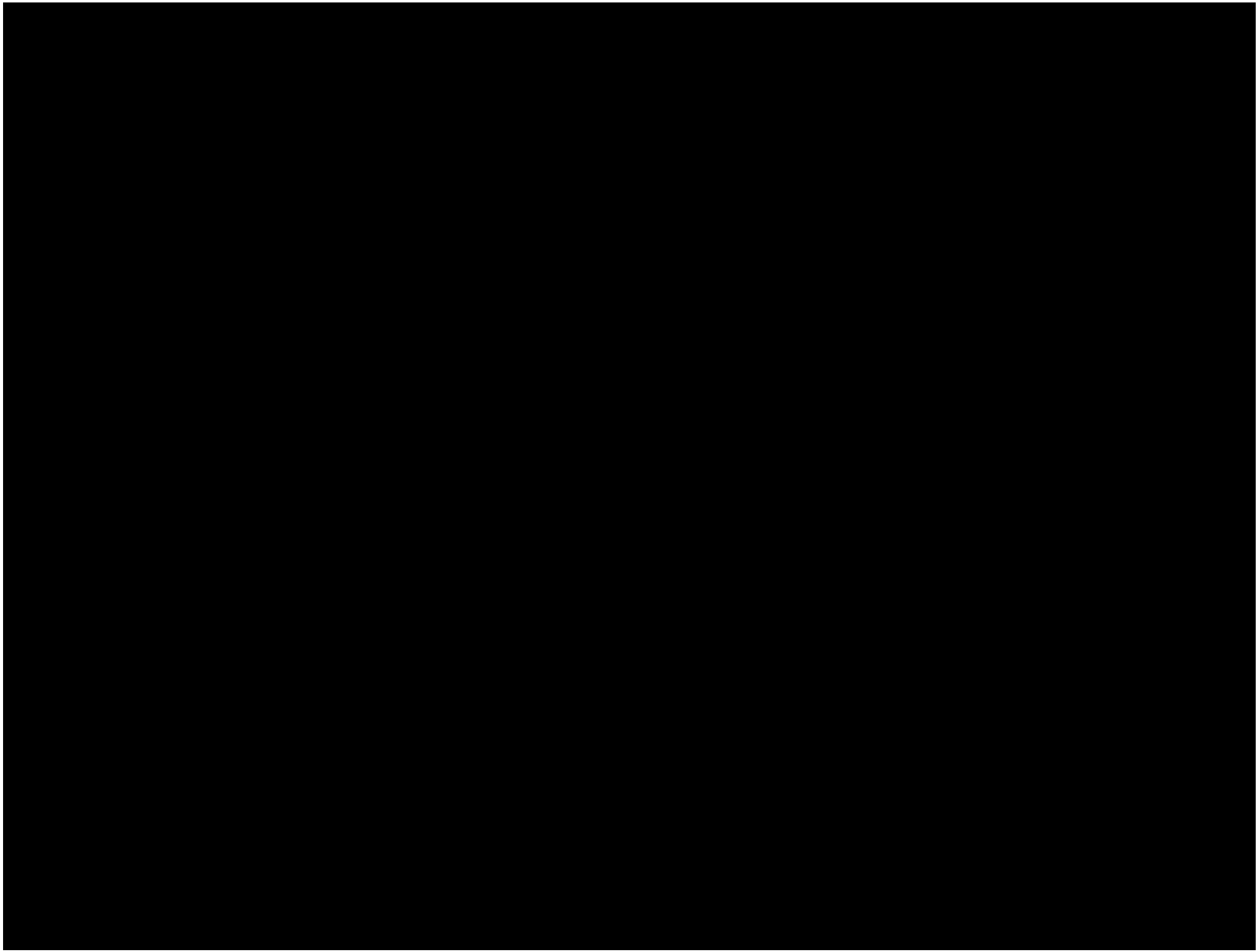


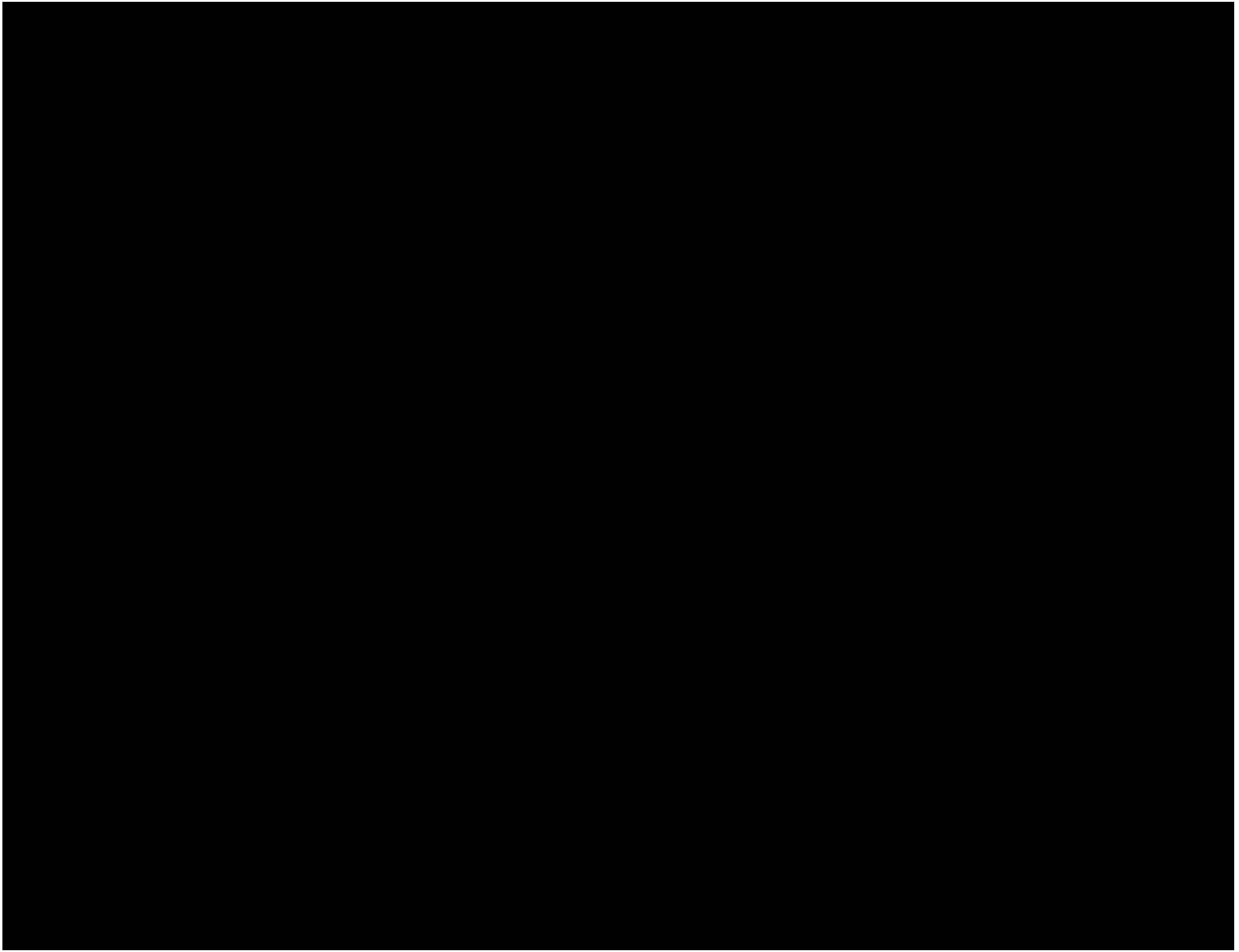


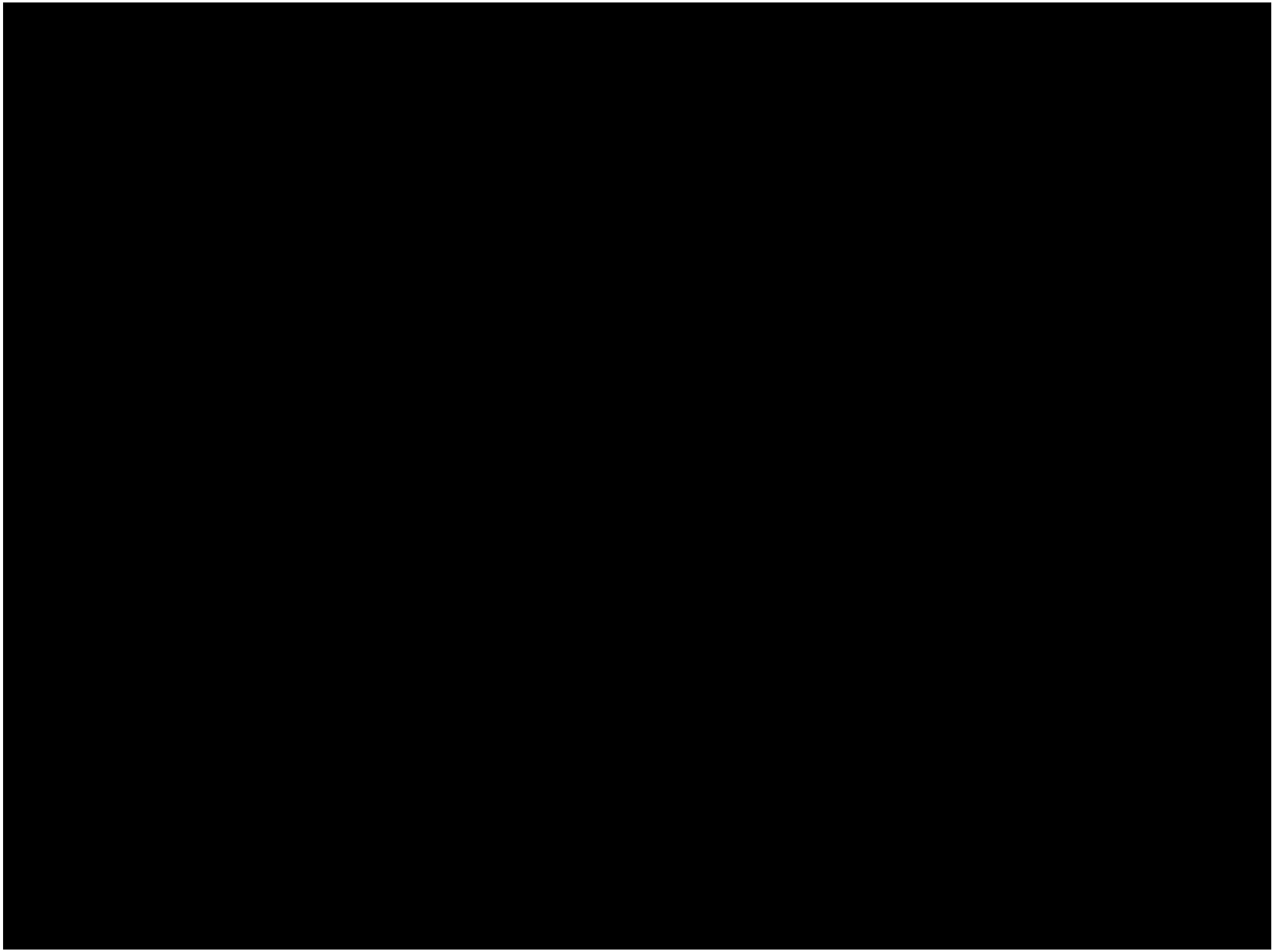


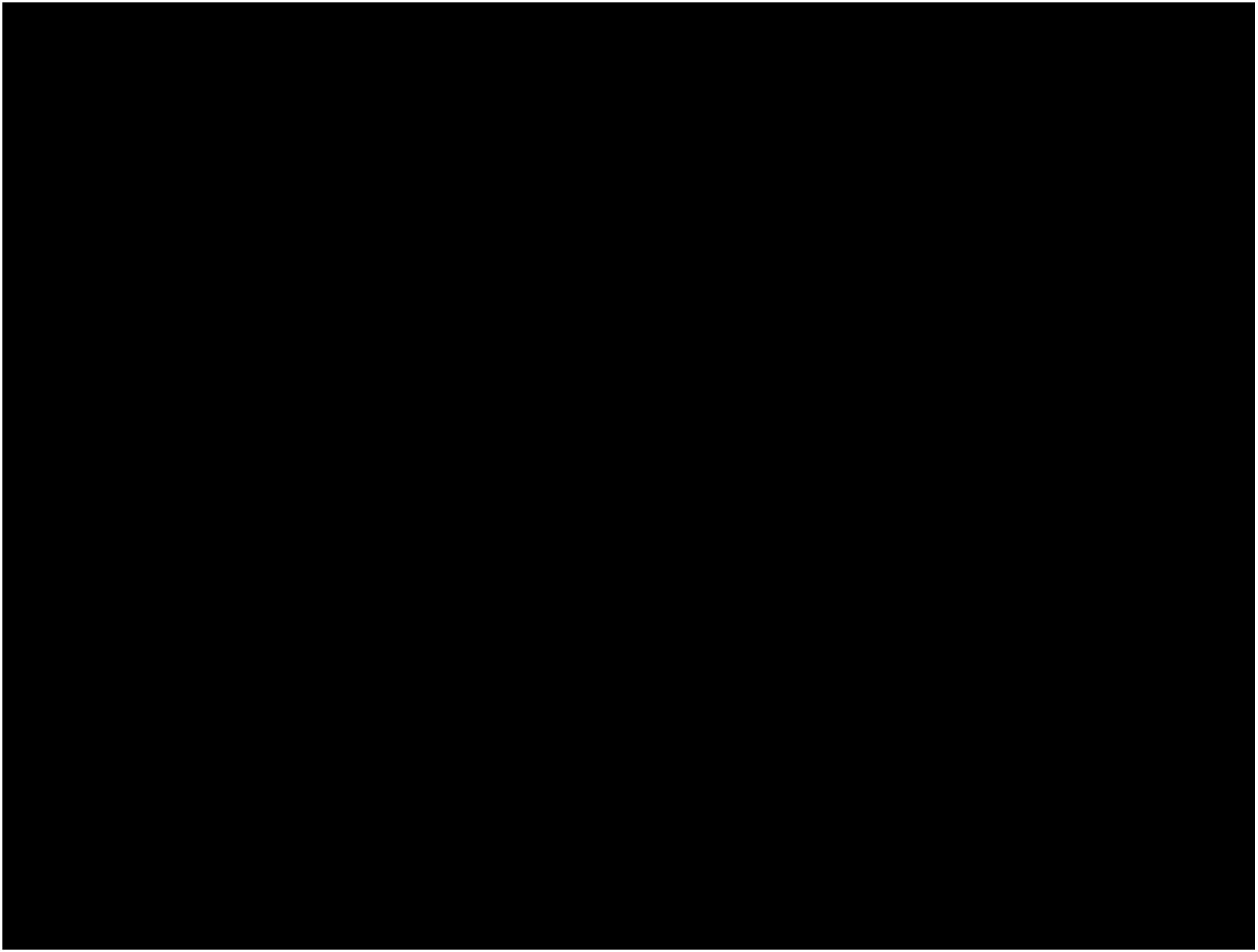


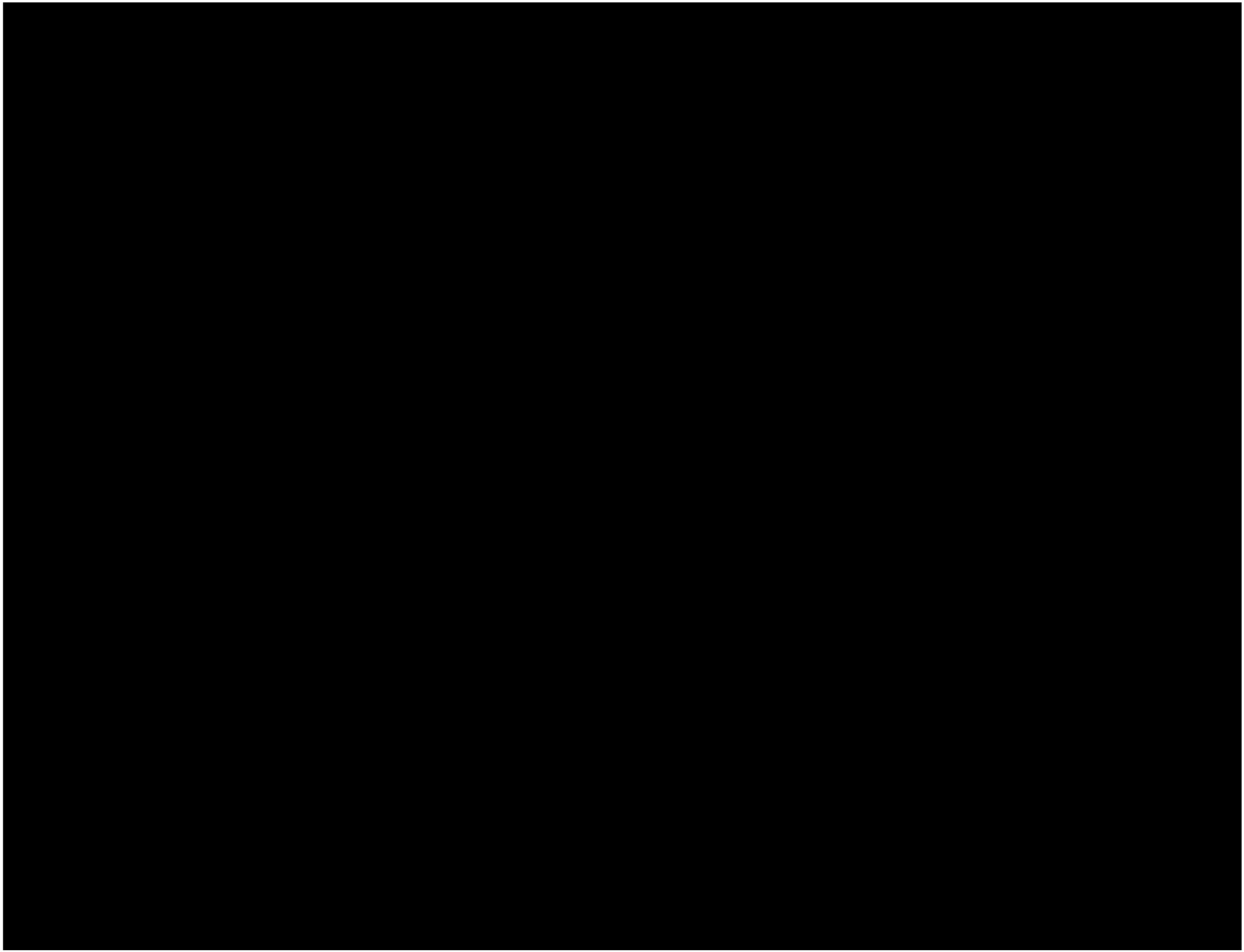


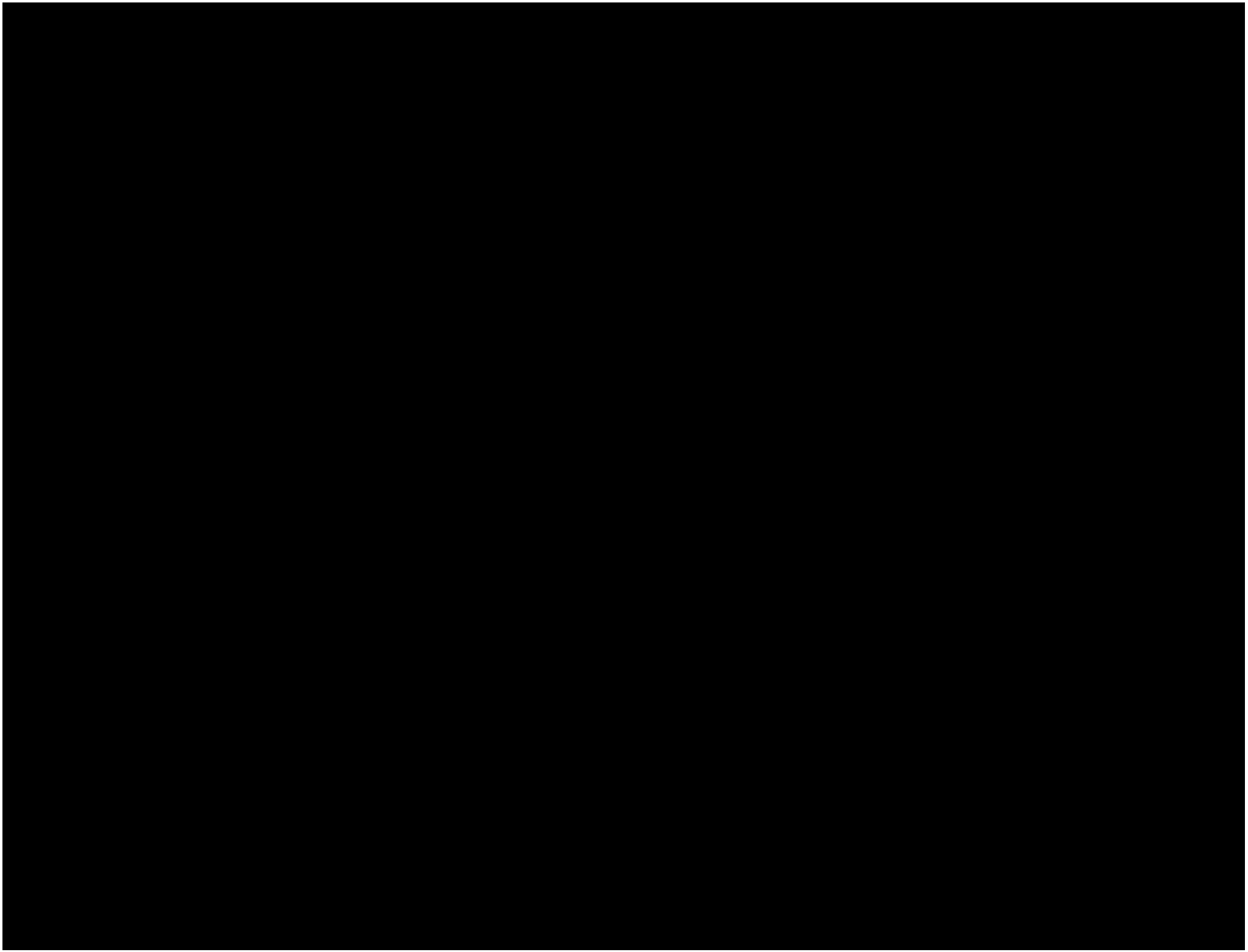


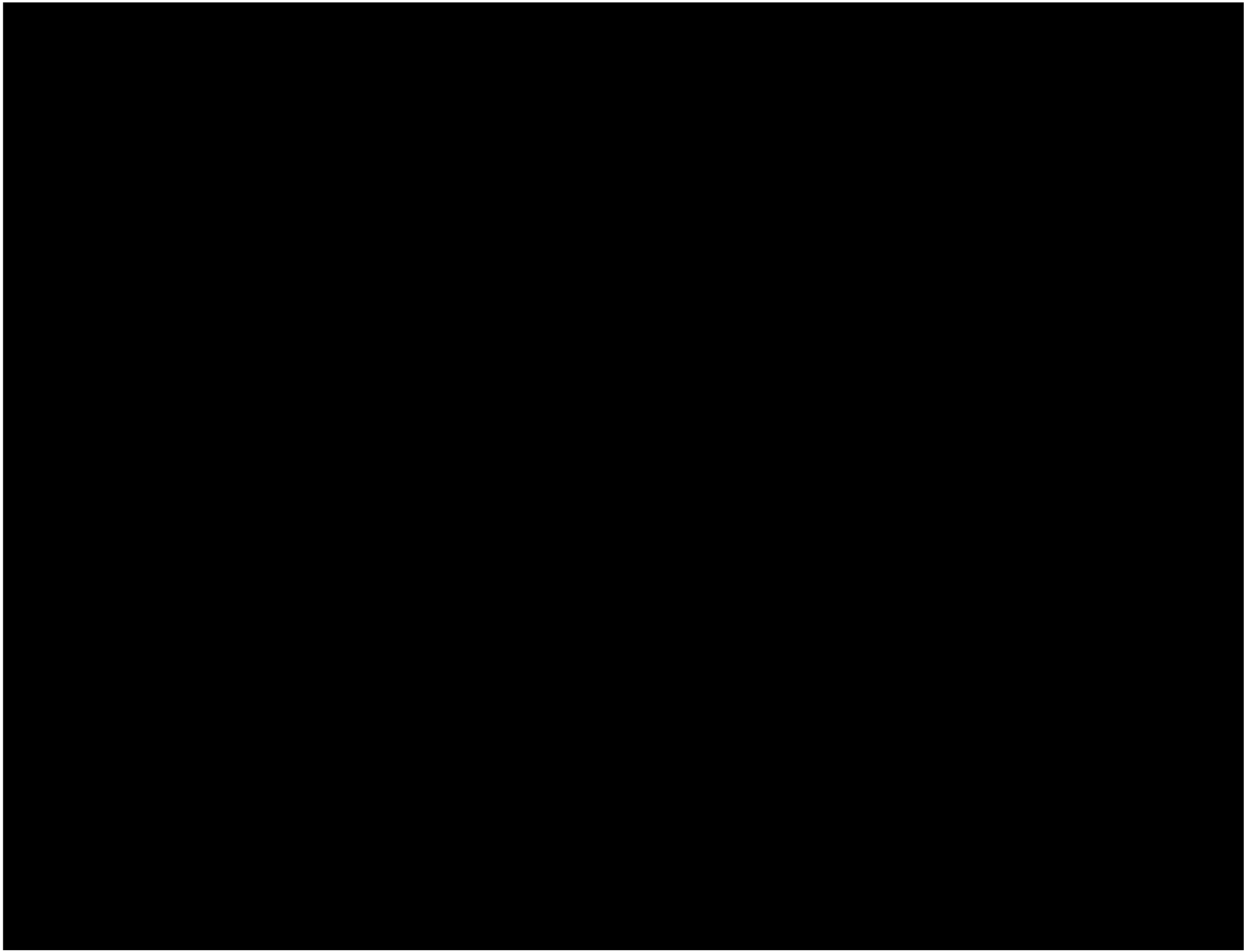


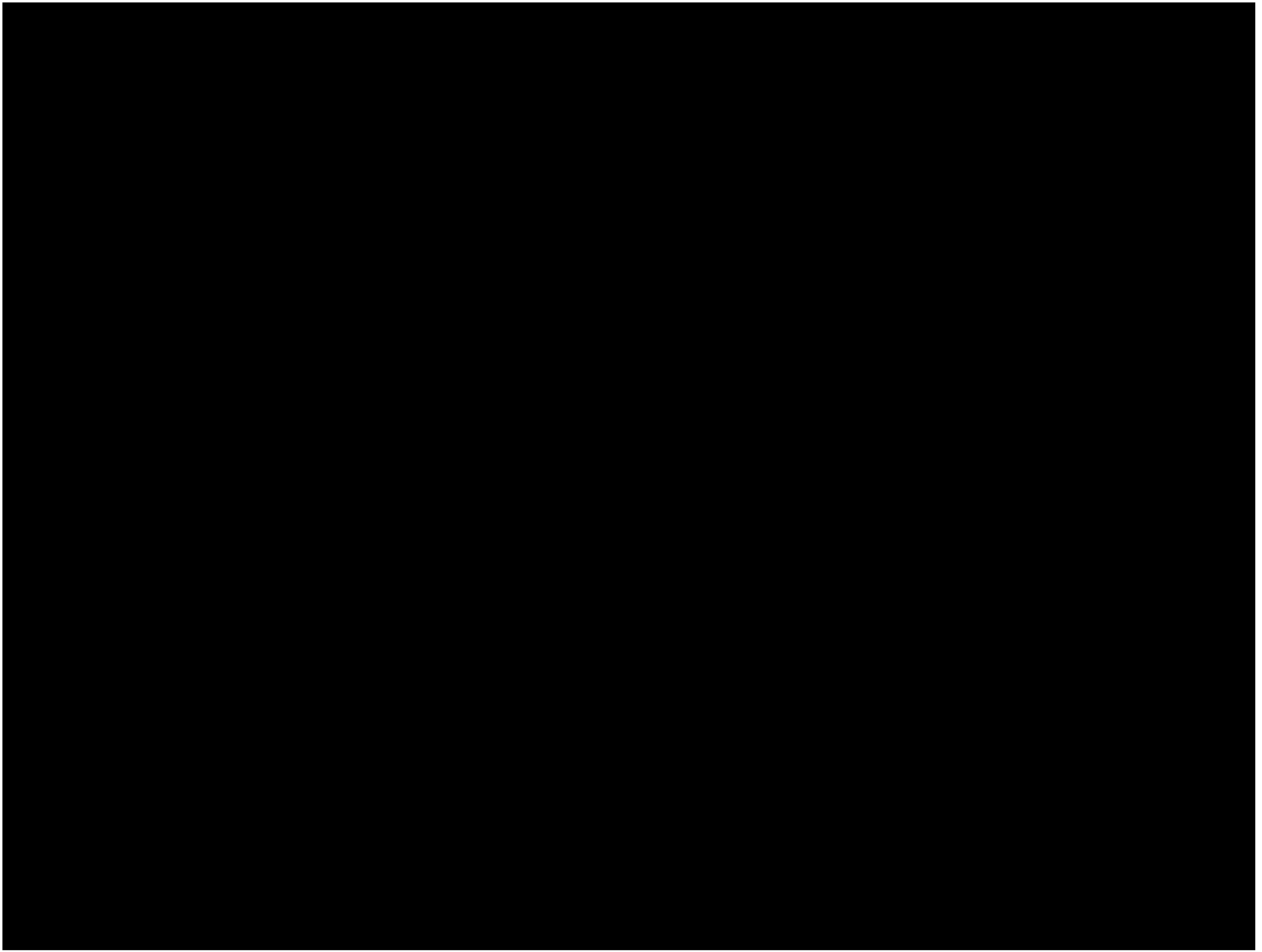


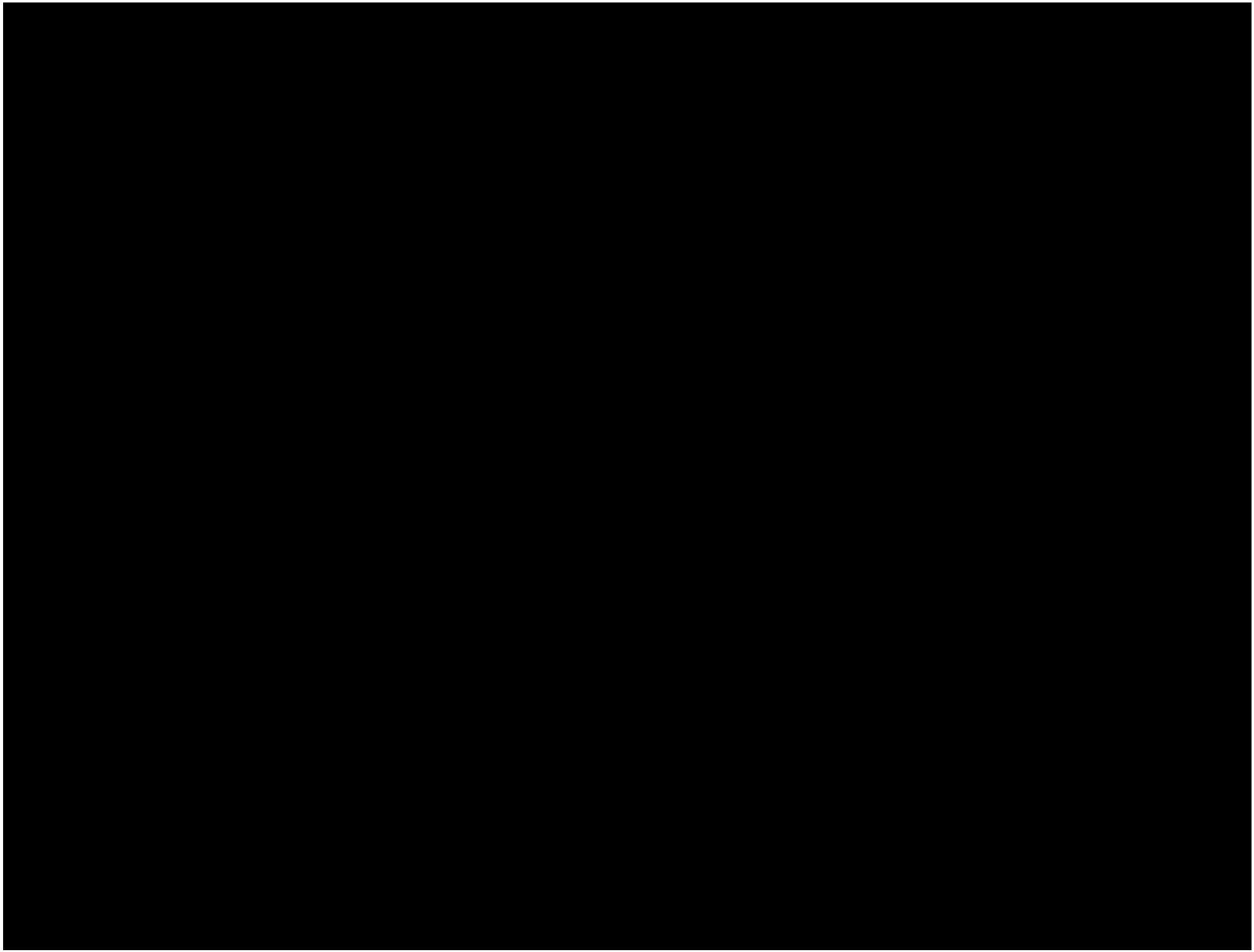


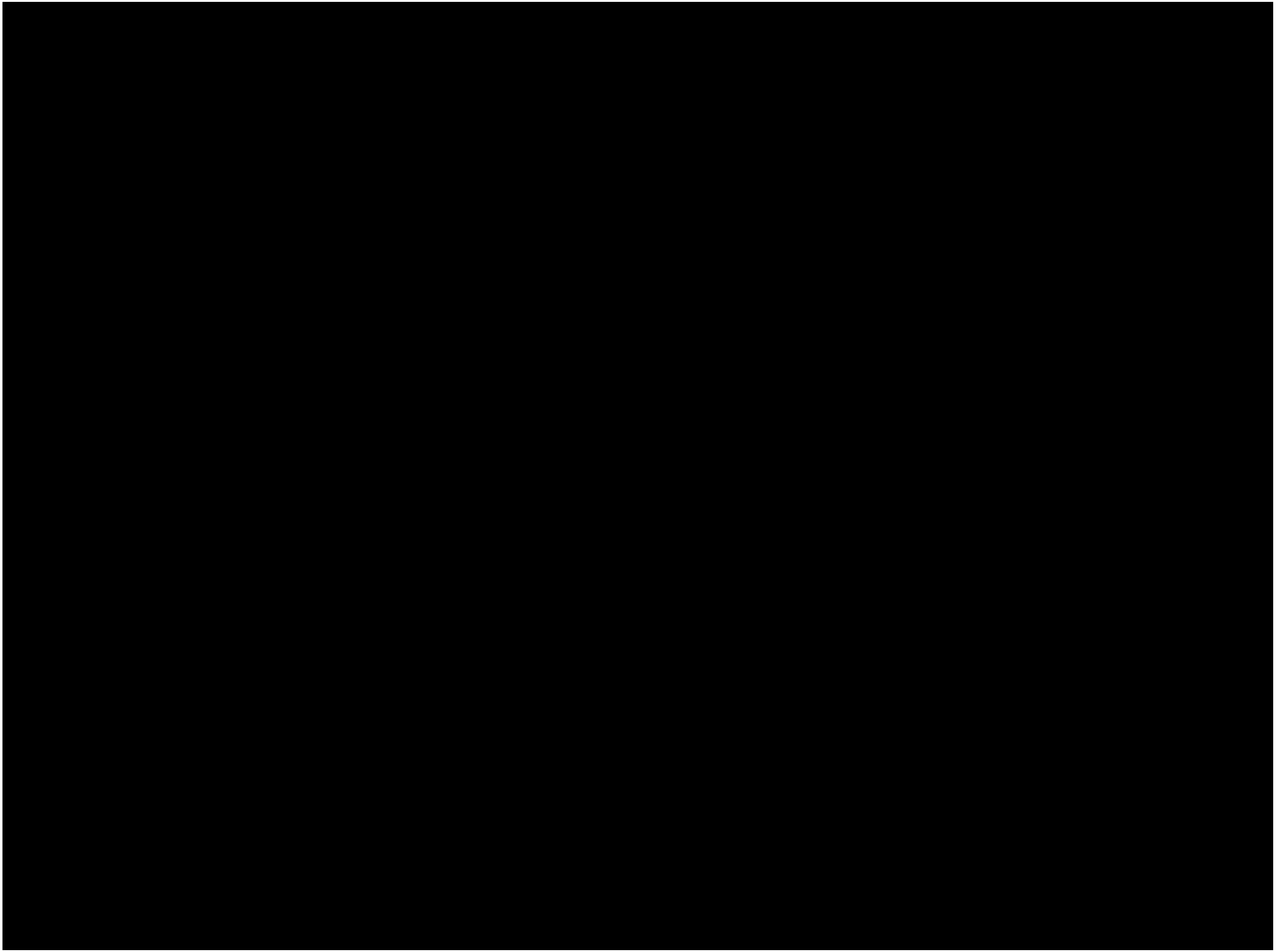


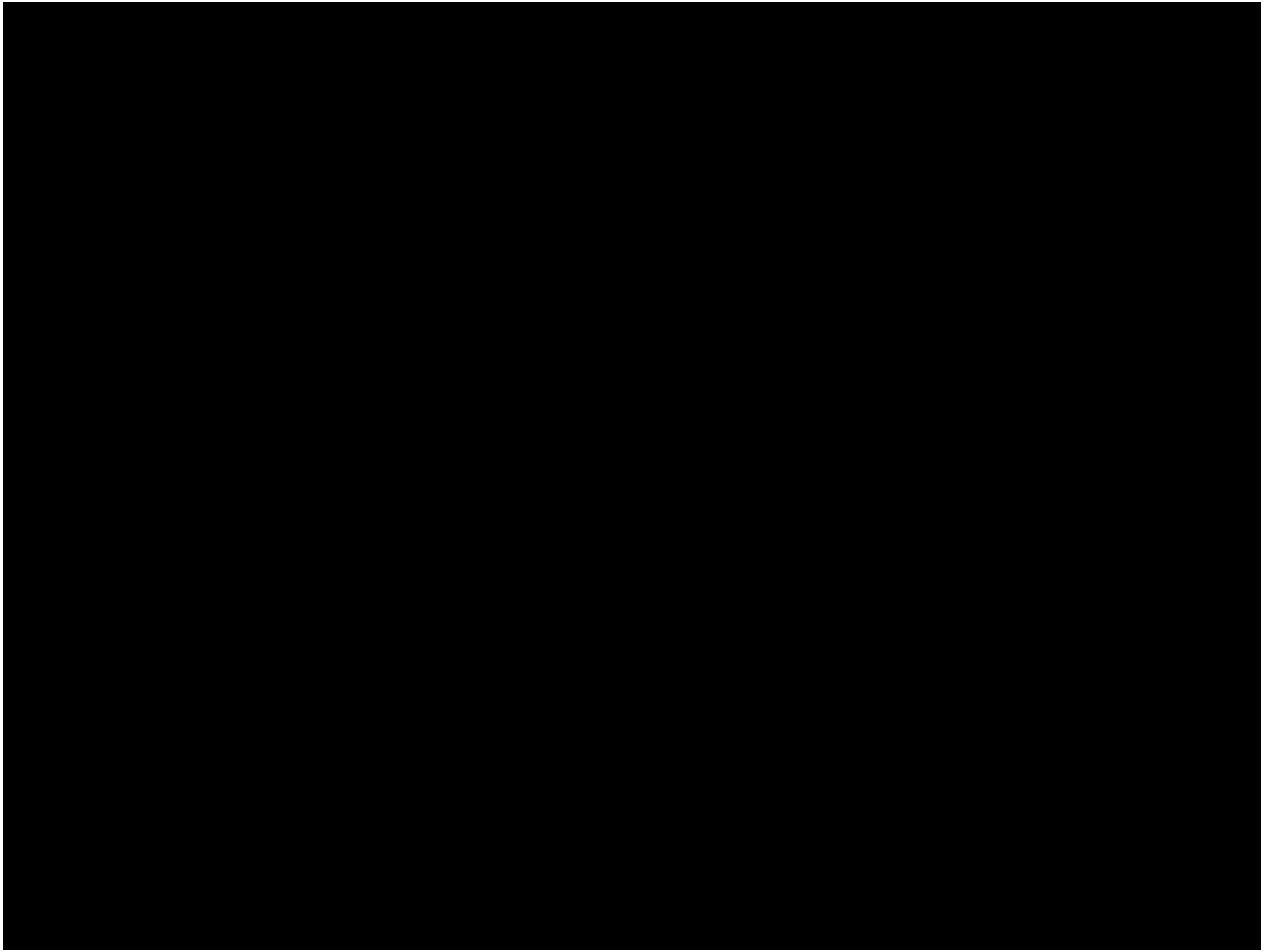


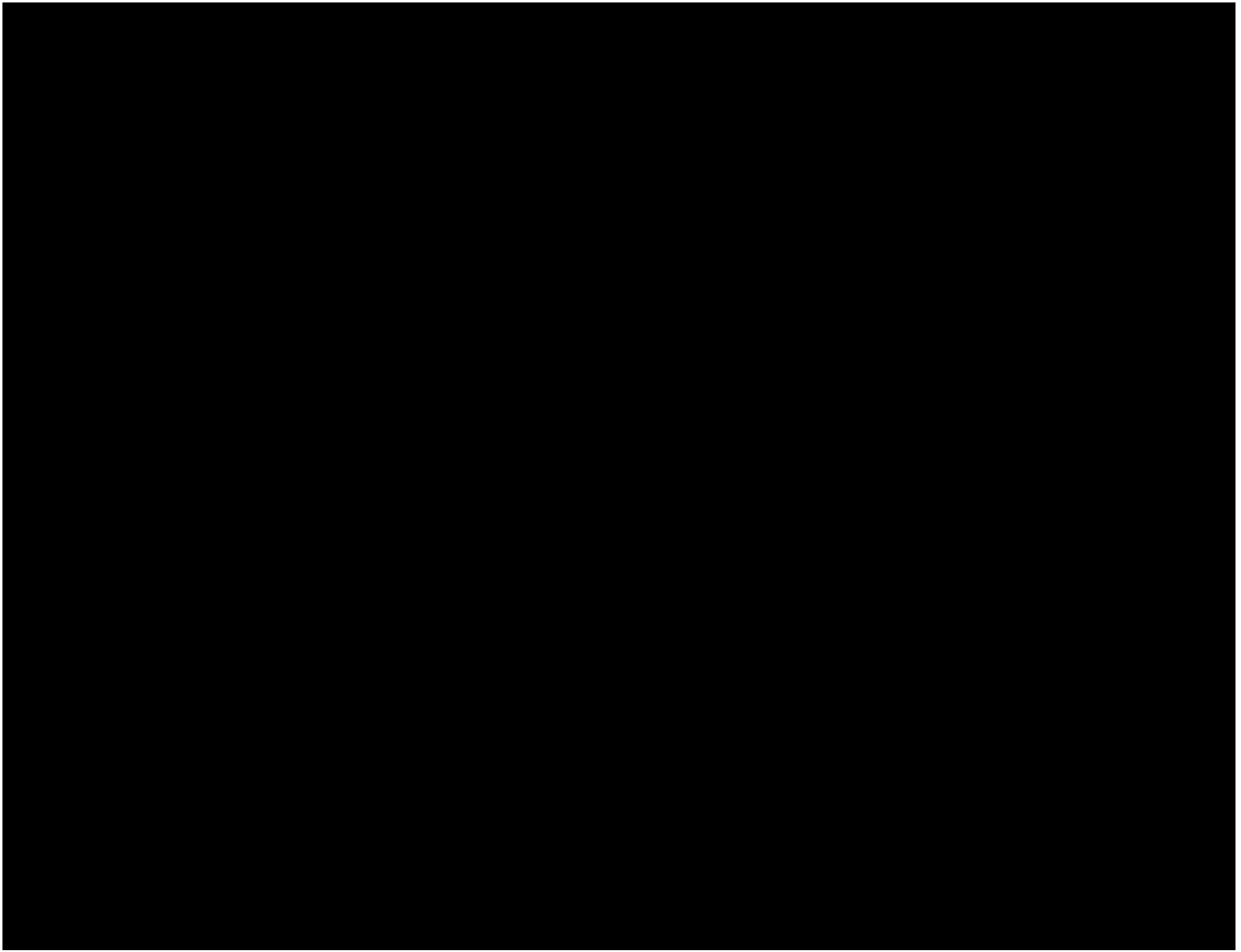


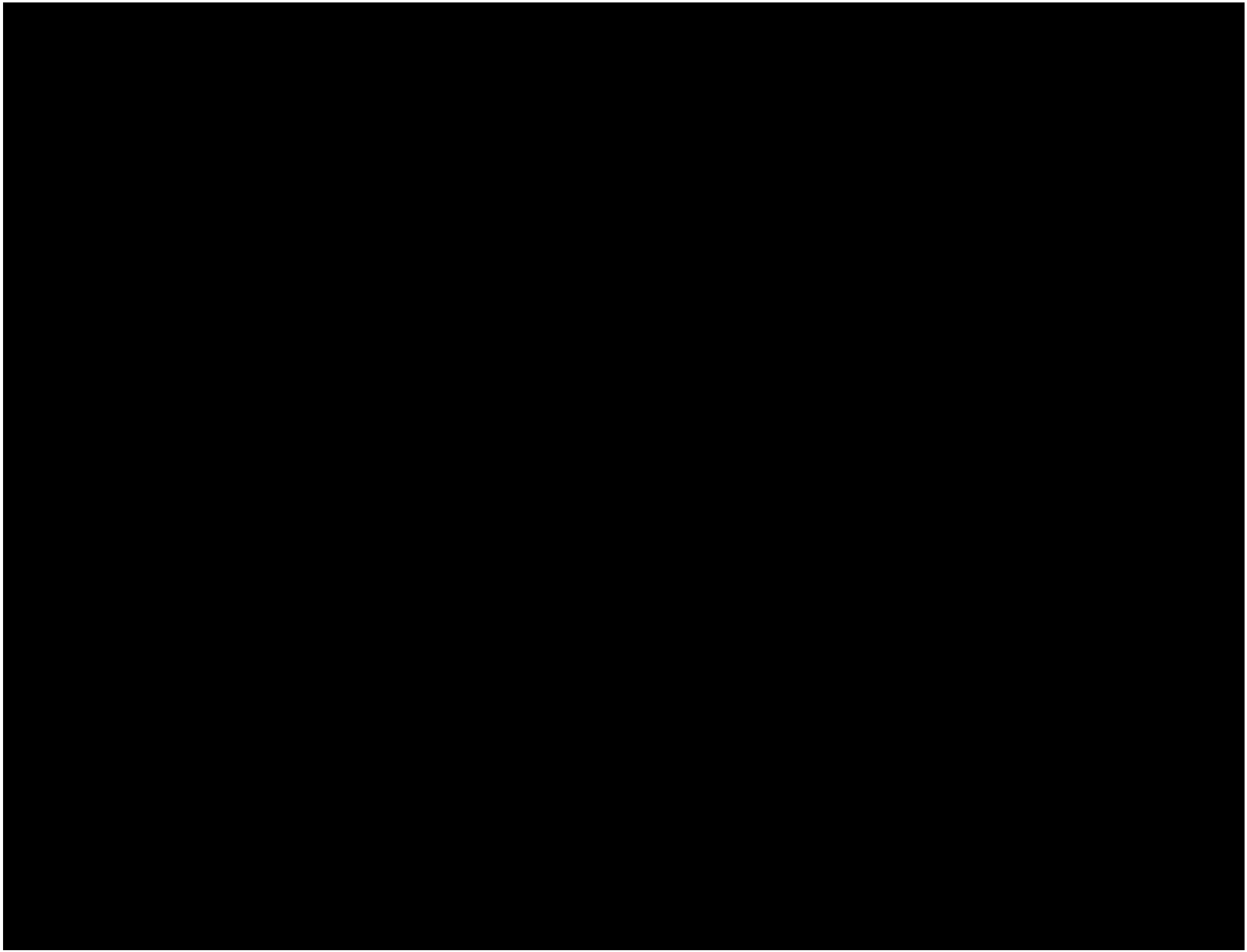


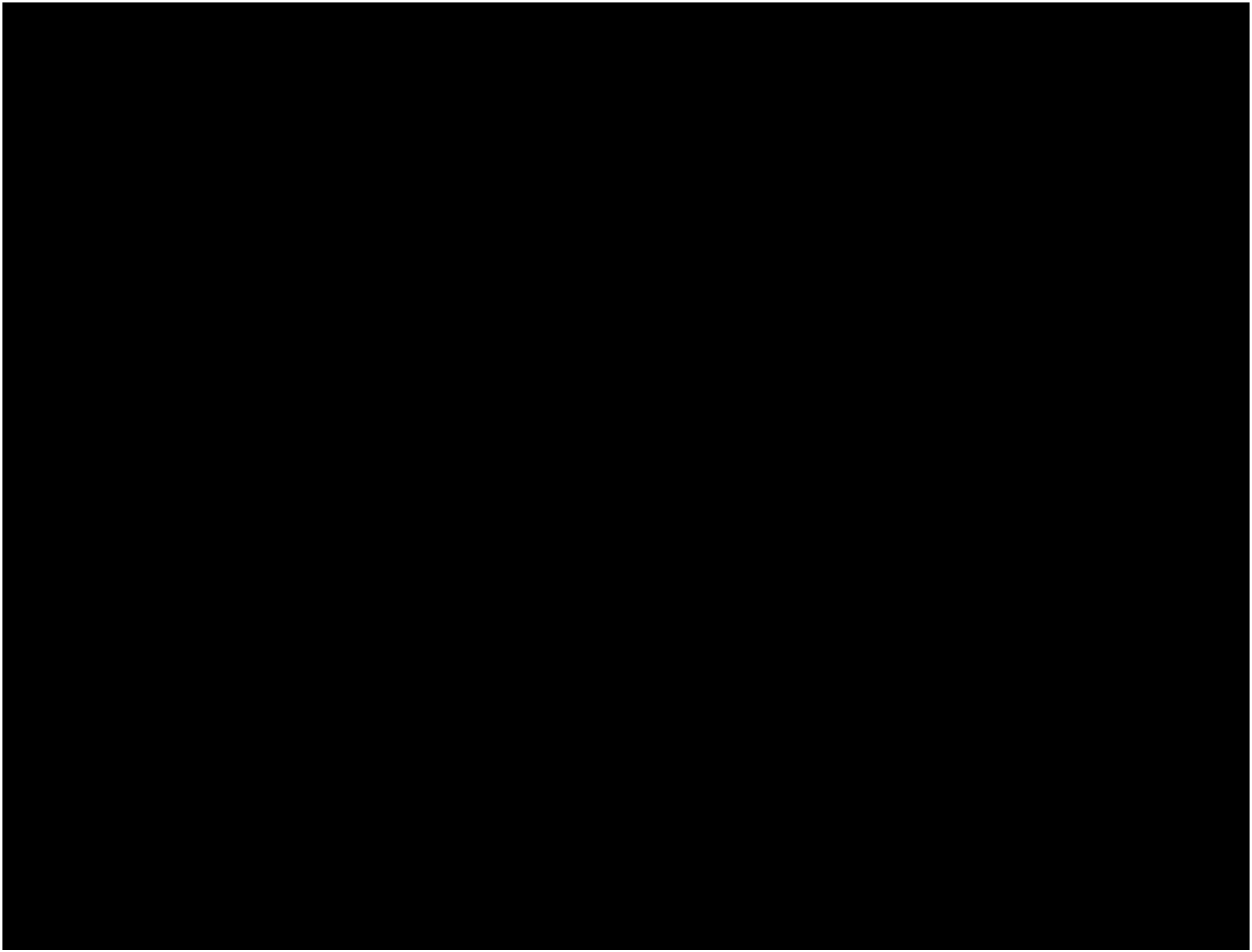


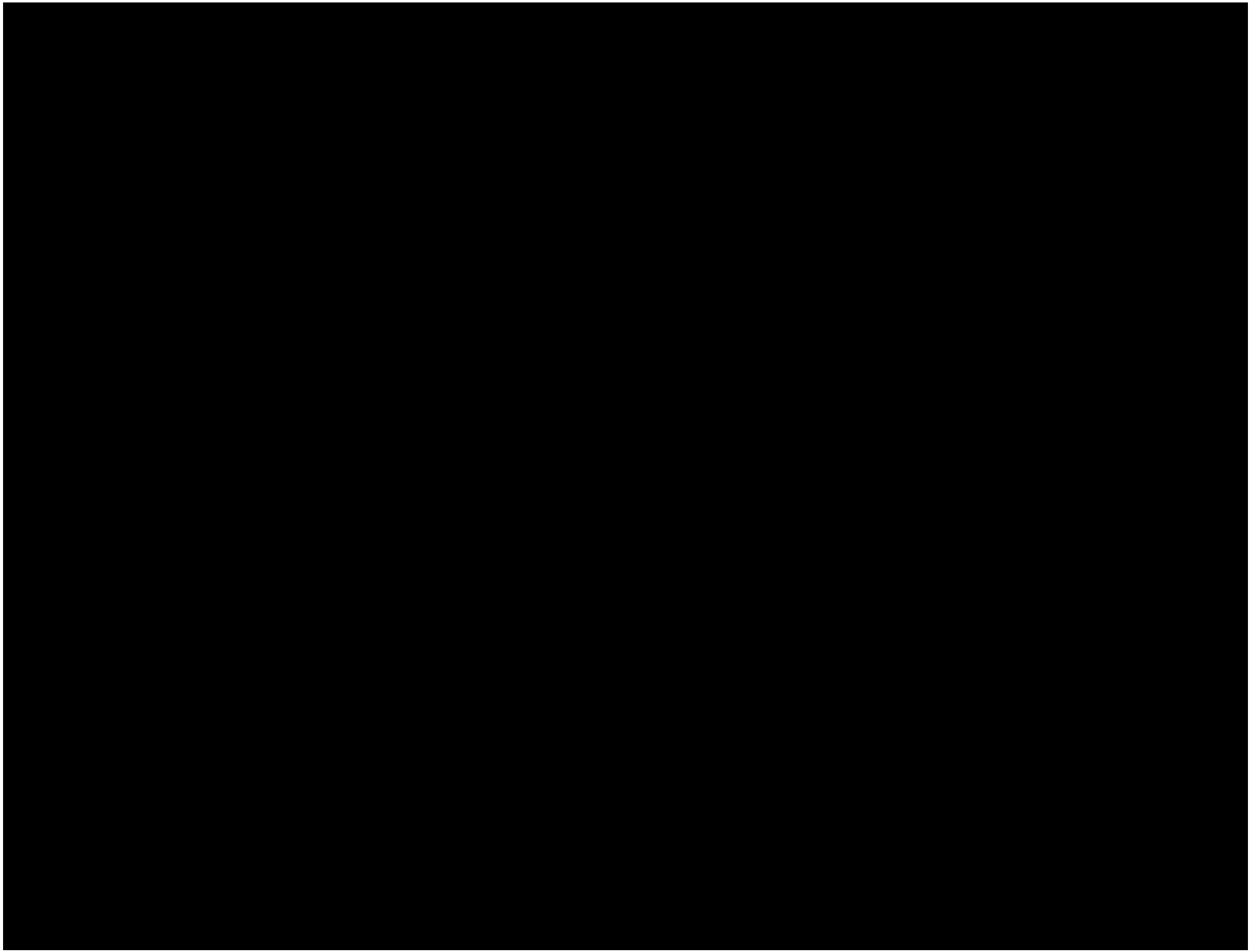


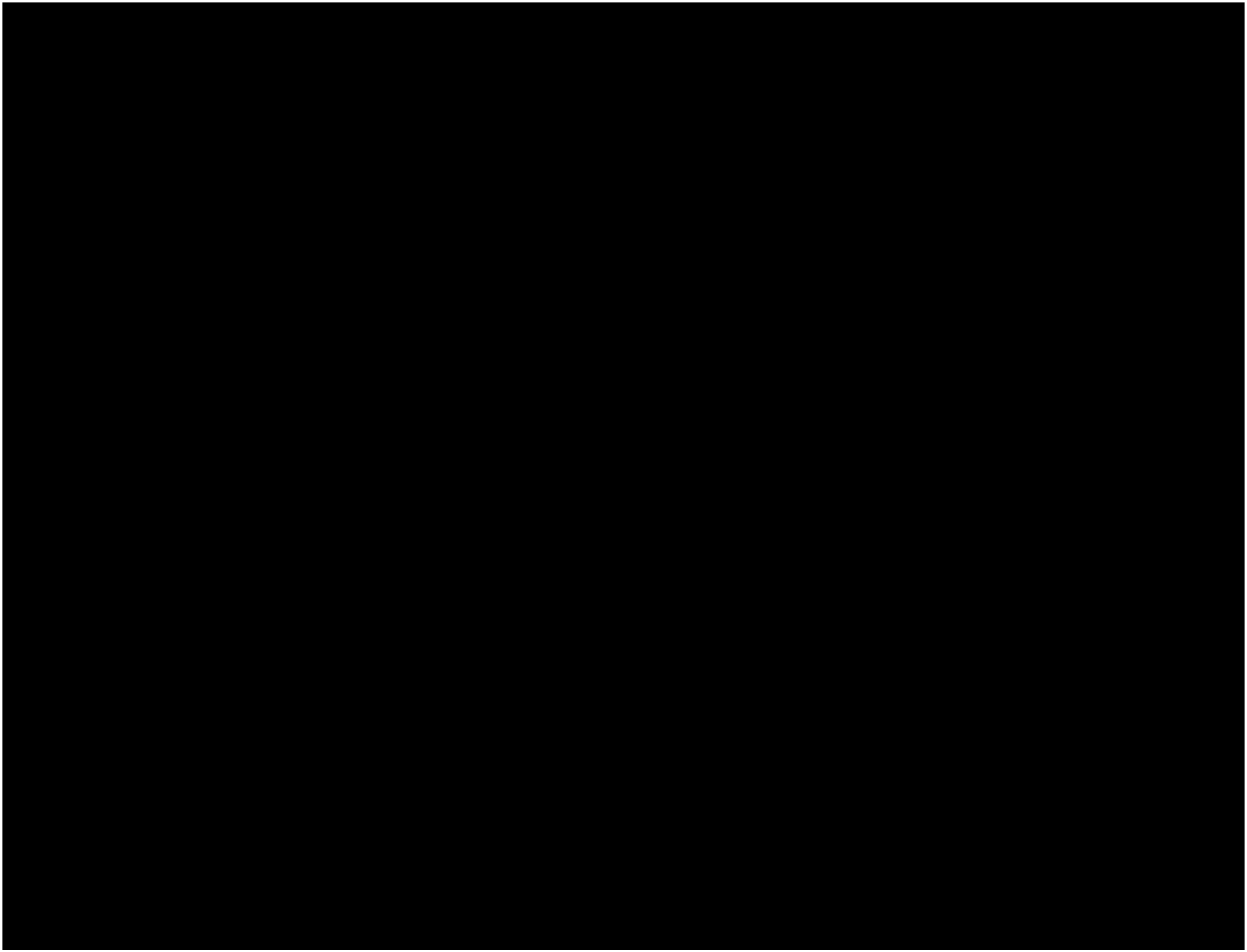












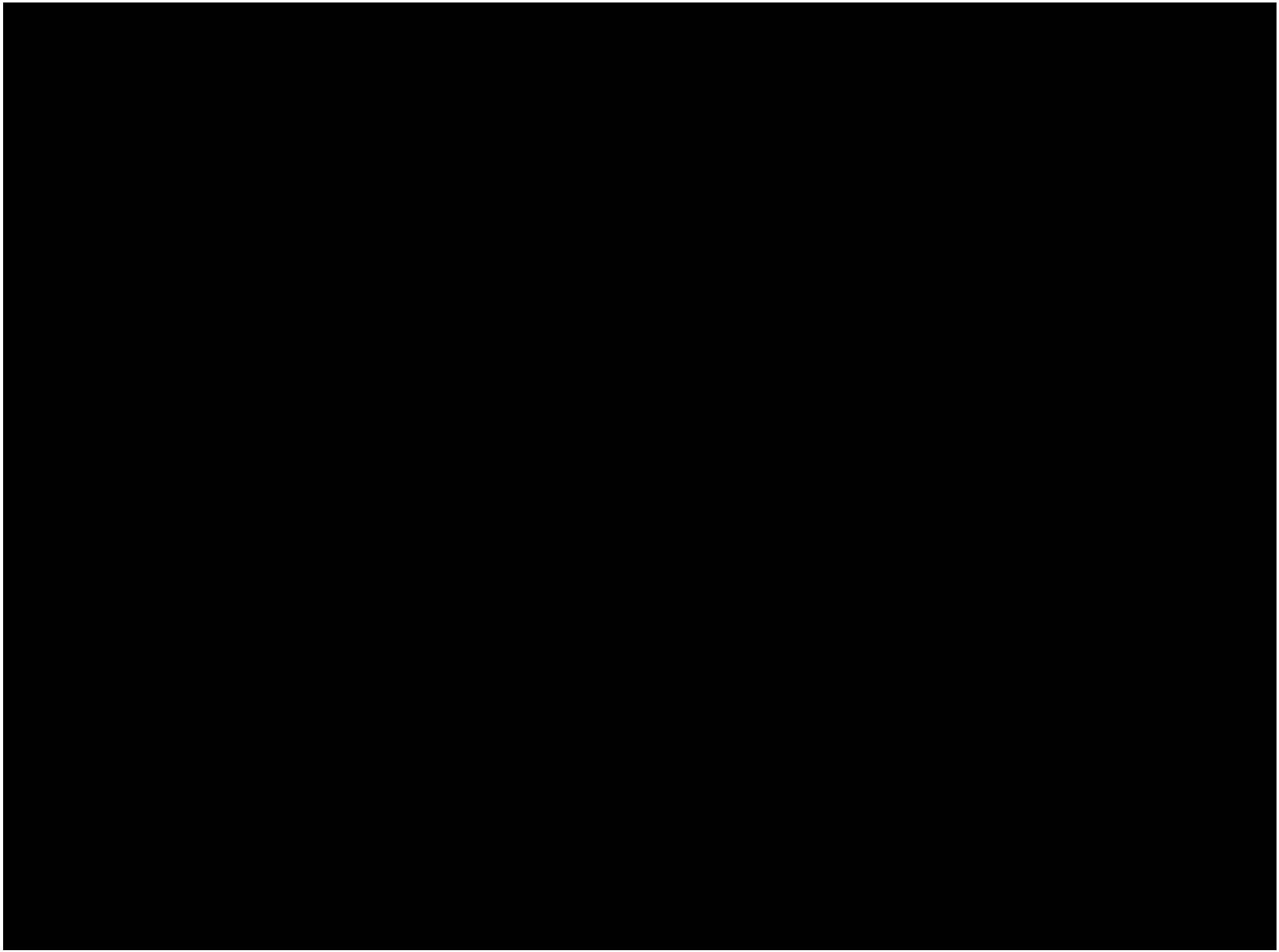
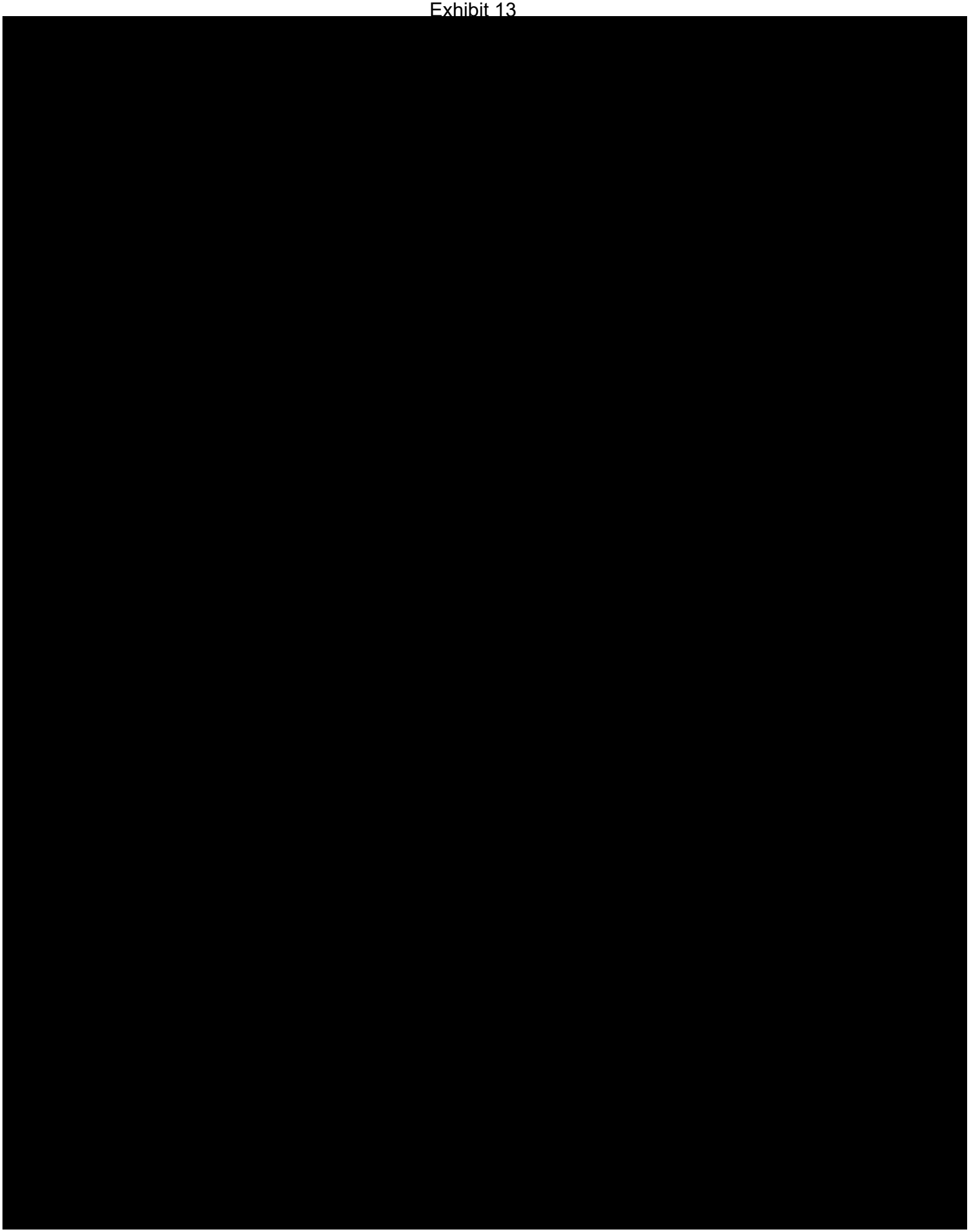


Exhibit 13



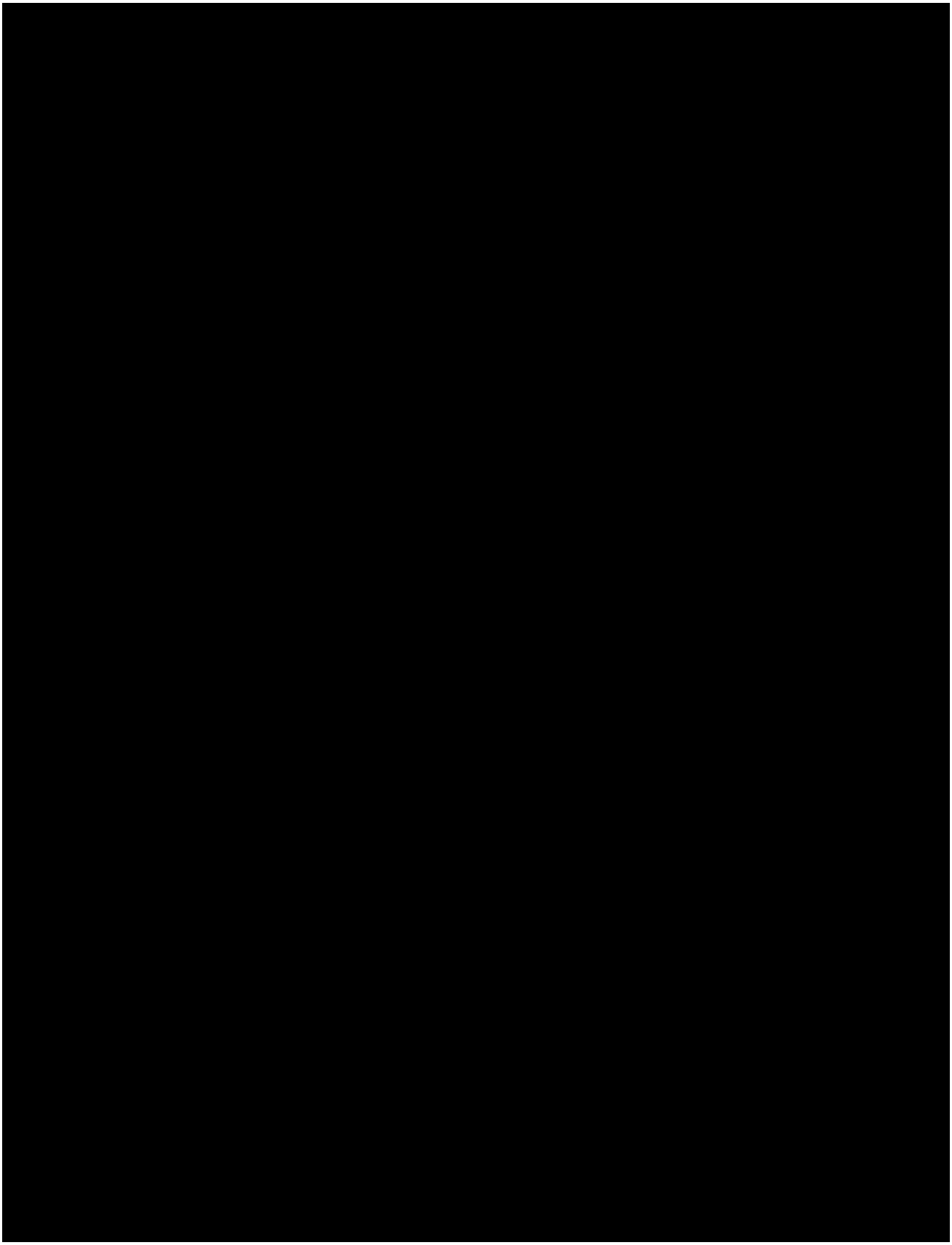
Care Everywhere Addendum

The following provisions apply to Your use of Care Everywhere to exchange patient information with Epic systems of other Epic customers who also license Care Everywhere ("Care Everywhere Customers" or "Care Epic Customers") and to exchange basic continuity of care information meeting the supported form with non-Epic systems, except as otherwise noted below. For the sake of clarity, the subset of Care Everywhere functionality supporting such exchanges between Epic systems was previously referred to as "Care Epic" and the subset of Care Everywhere functionality supporting such exchanges between Epic and non-Epic systems was previously referred to as "Care Elsewhere." References to Care Epic or Care Elsewhere in the Rules of the Road and Governing Council Procedures will be read in that context.

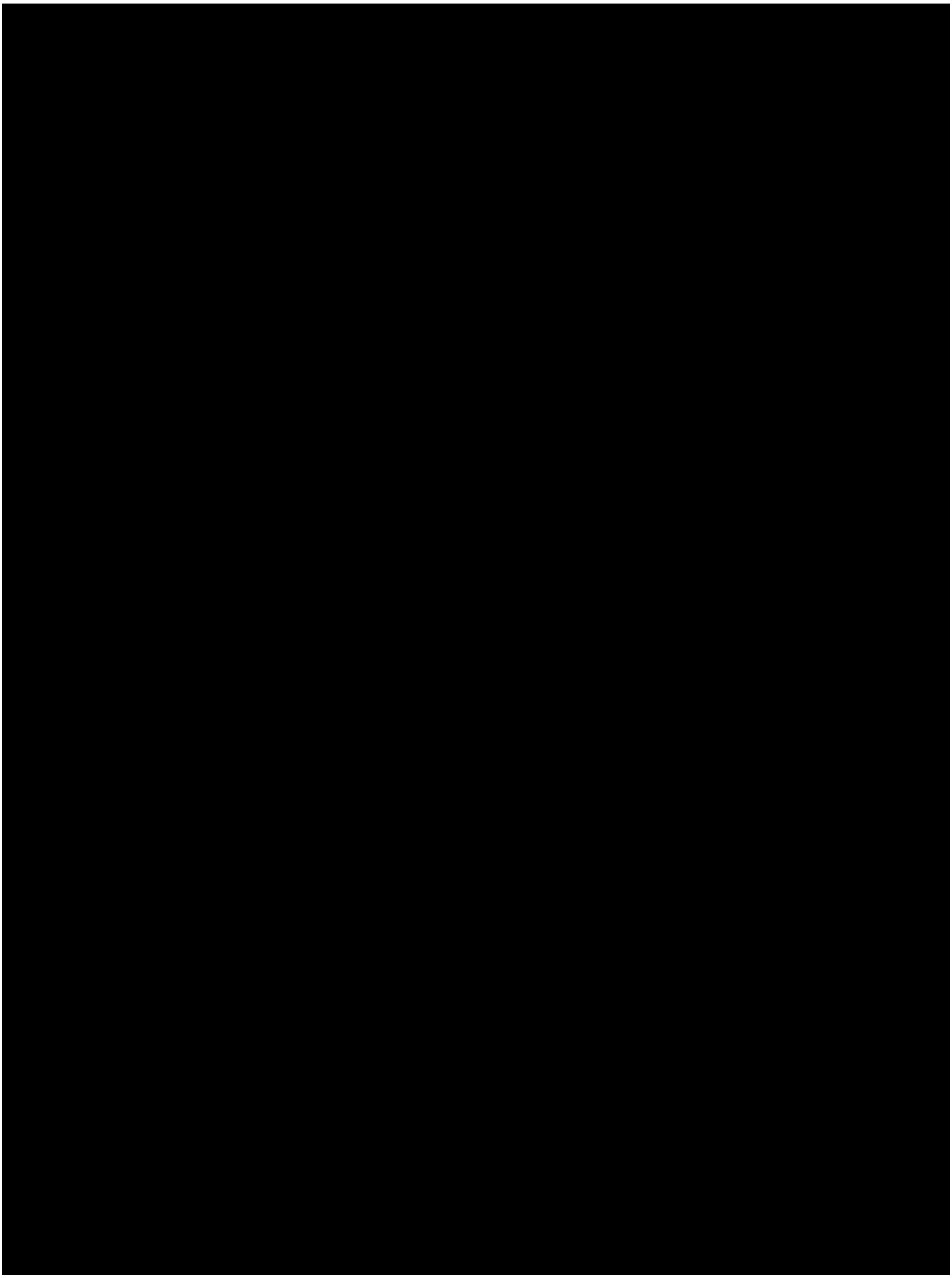
1. Termination. You may at any time disconnect from the Care Everywhere Network (referred to in the Governing Council Procedures as the CE Network or Network) or from any specific connection with a non-Epic system (each, a "Non-Network Connection"), thereby discontinuing all communications with all other Care Everywhere Customers and all Non-Network Connections or with that Non-Network Connection, respectively, and You will inform Epic of such disconnection as soon as possible under the circumstances, but in no event more than one (1) business day thereafter.



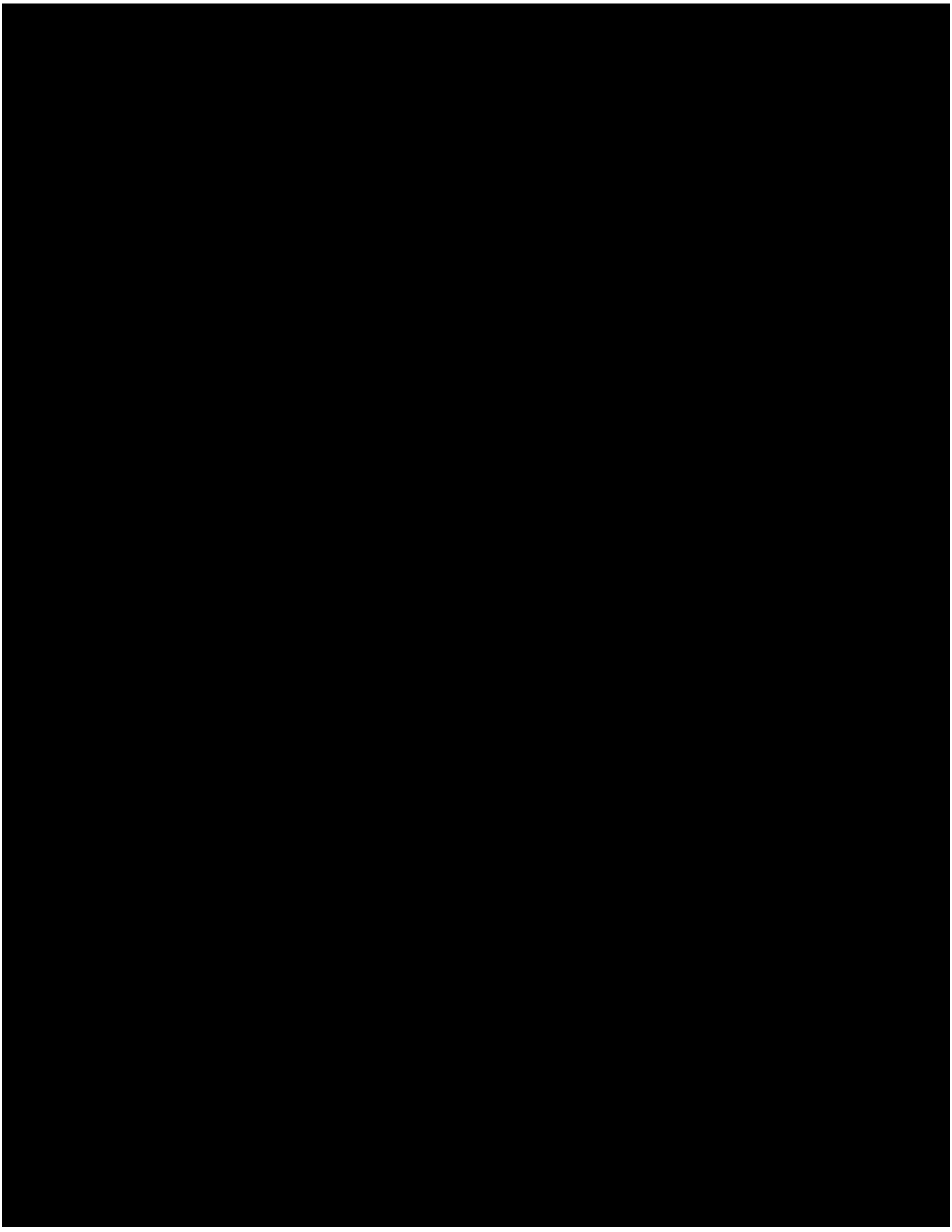
Confidential.



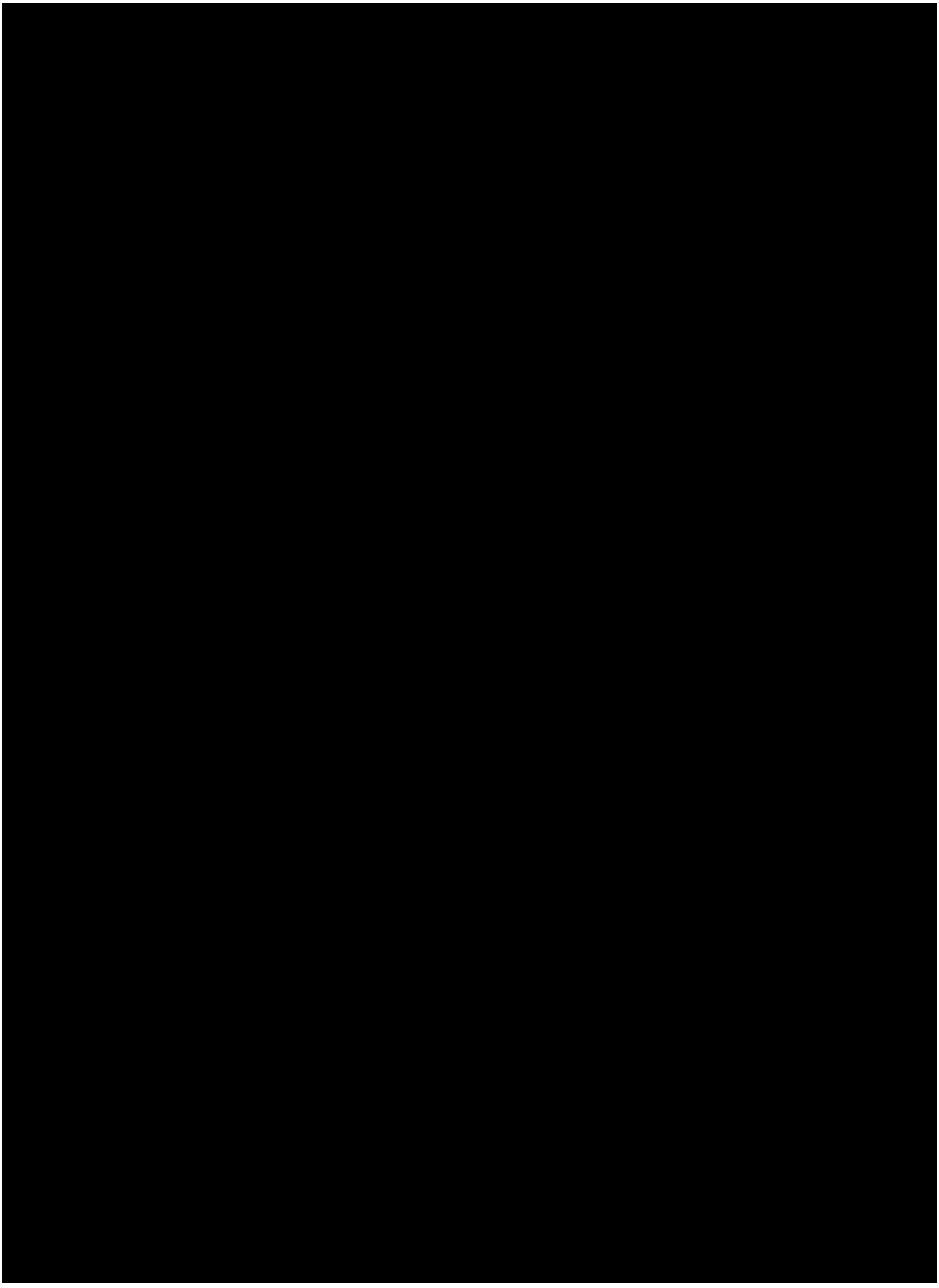
Confidential.



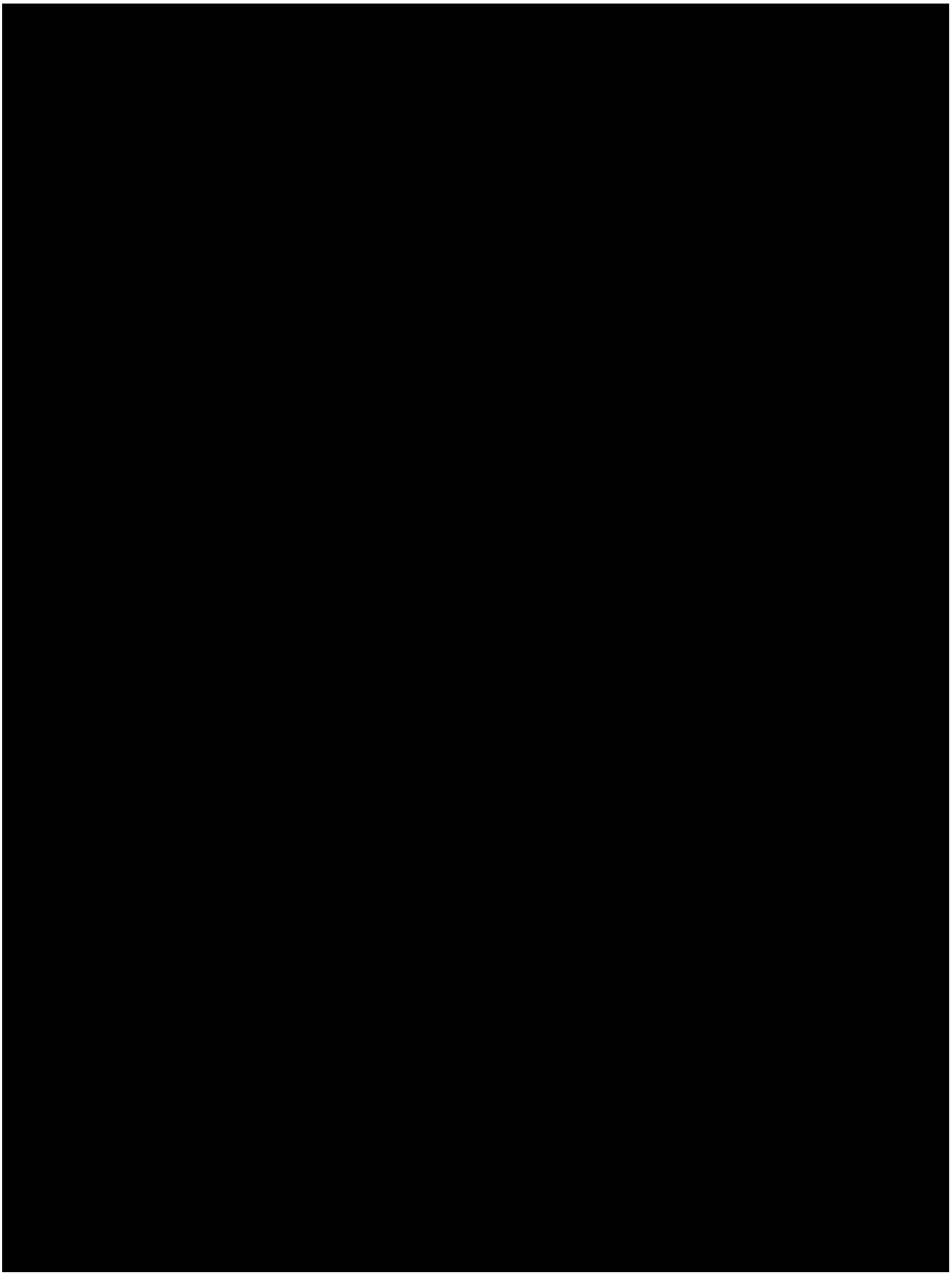
Confidential.



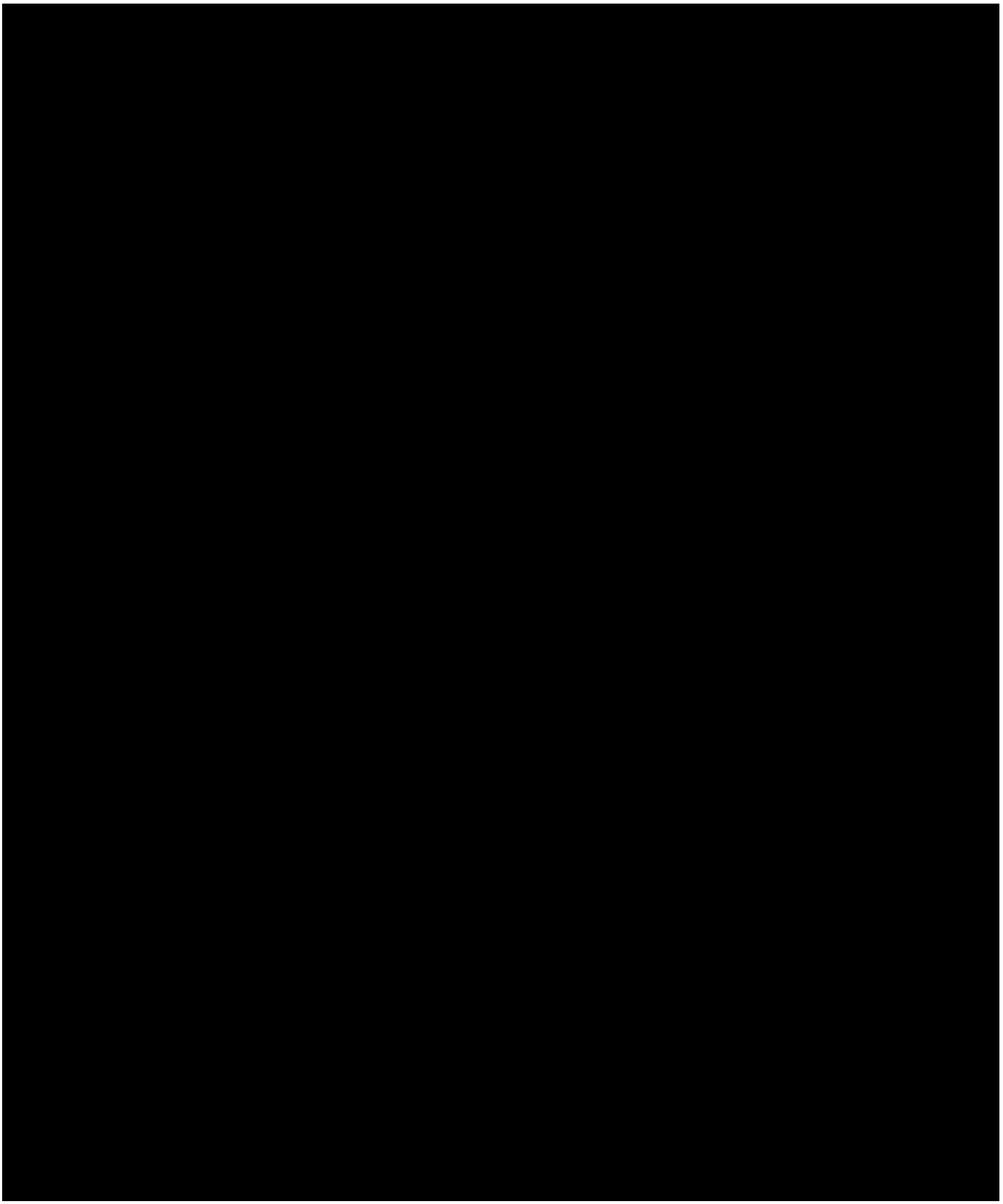
Confidential.



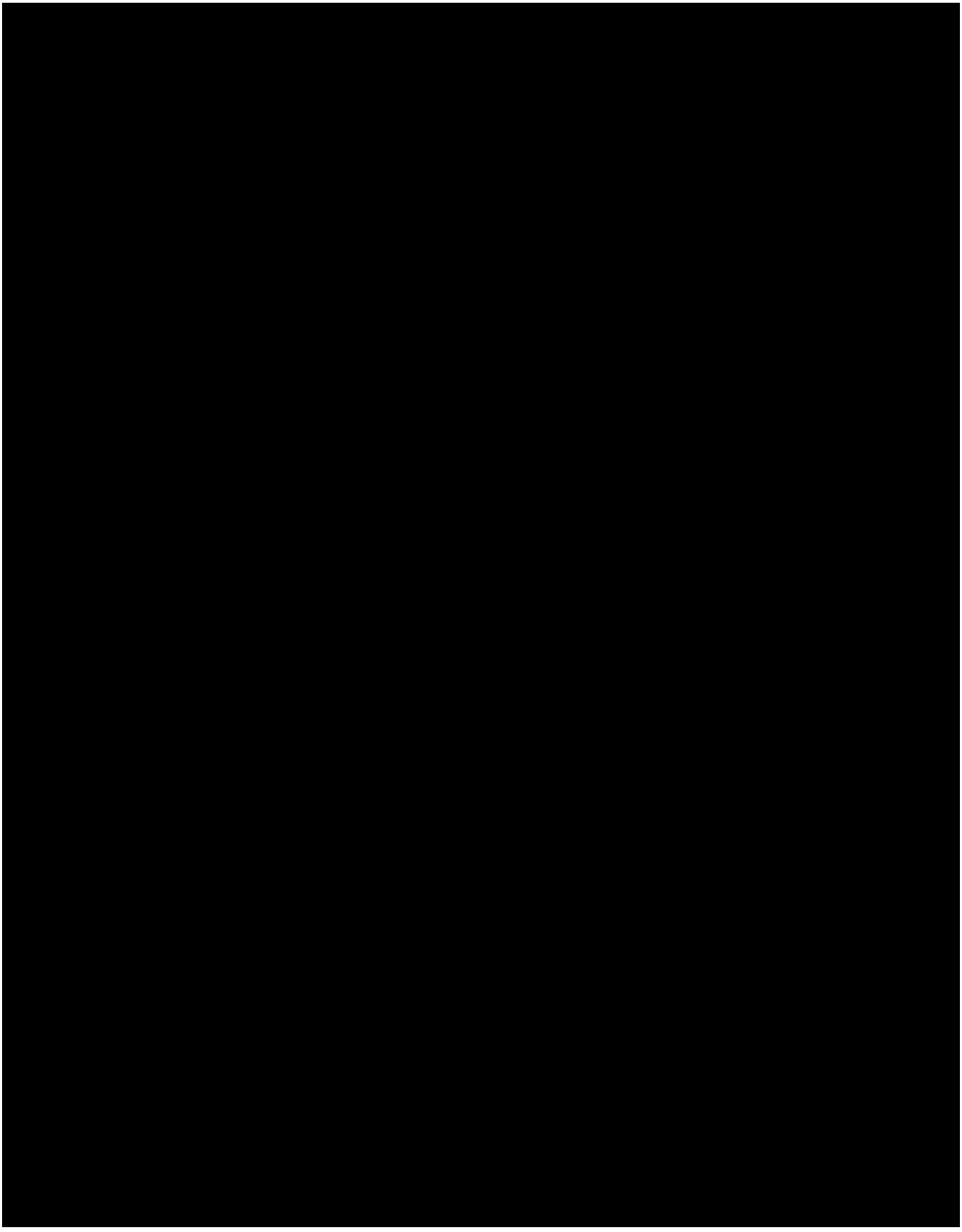
Confidential.



Confidential.



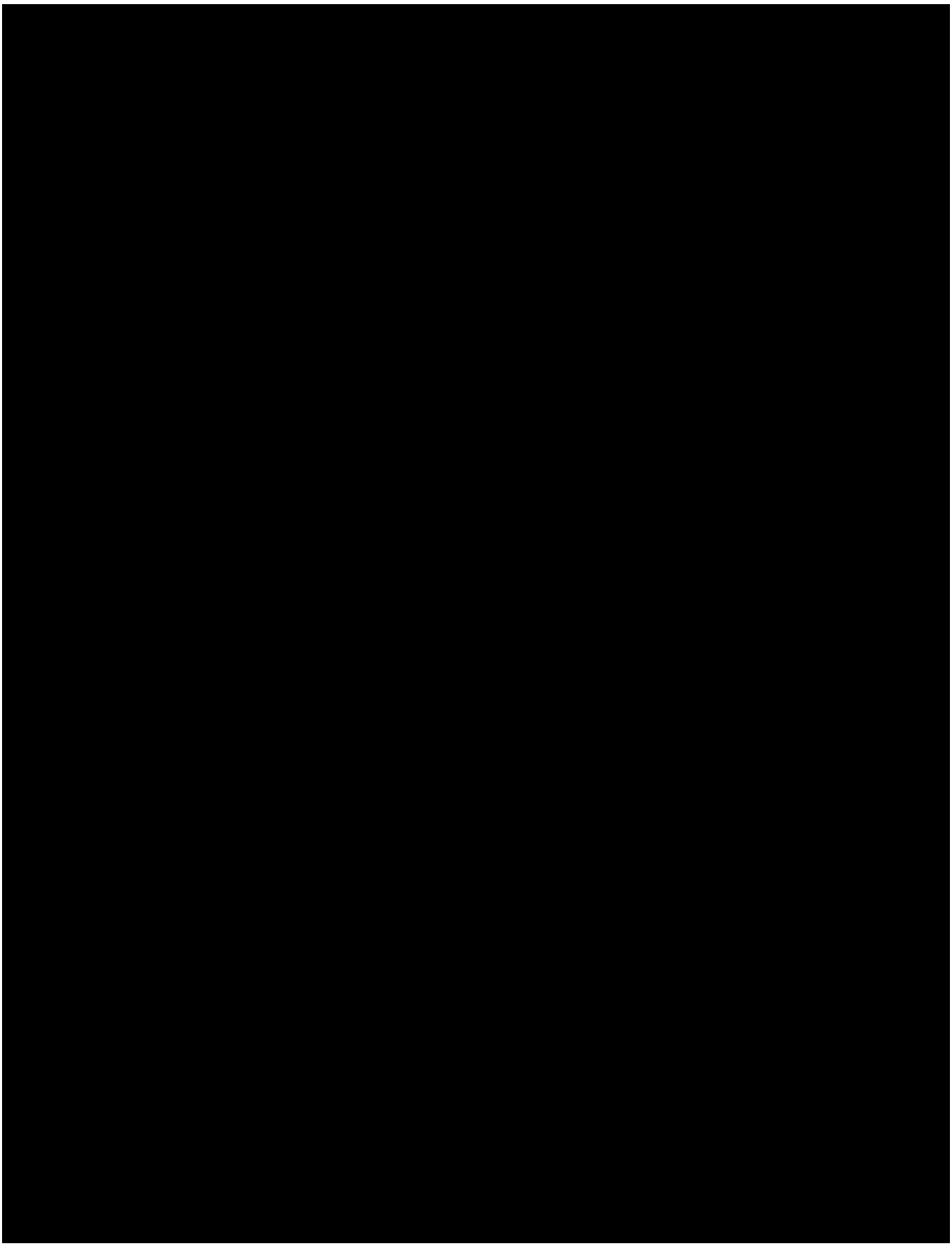
Confidential.



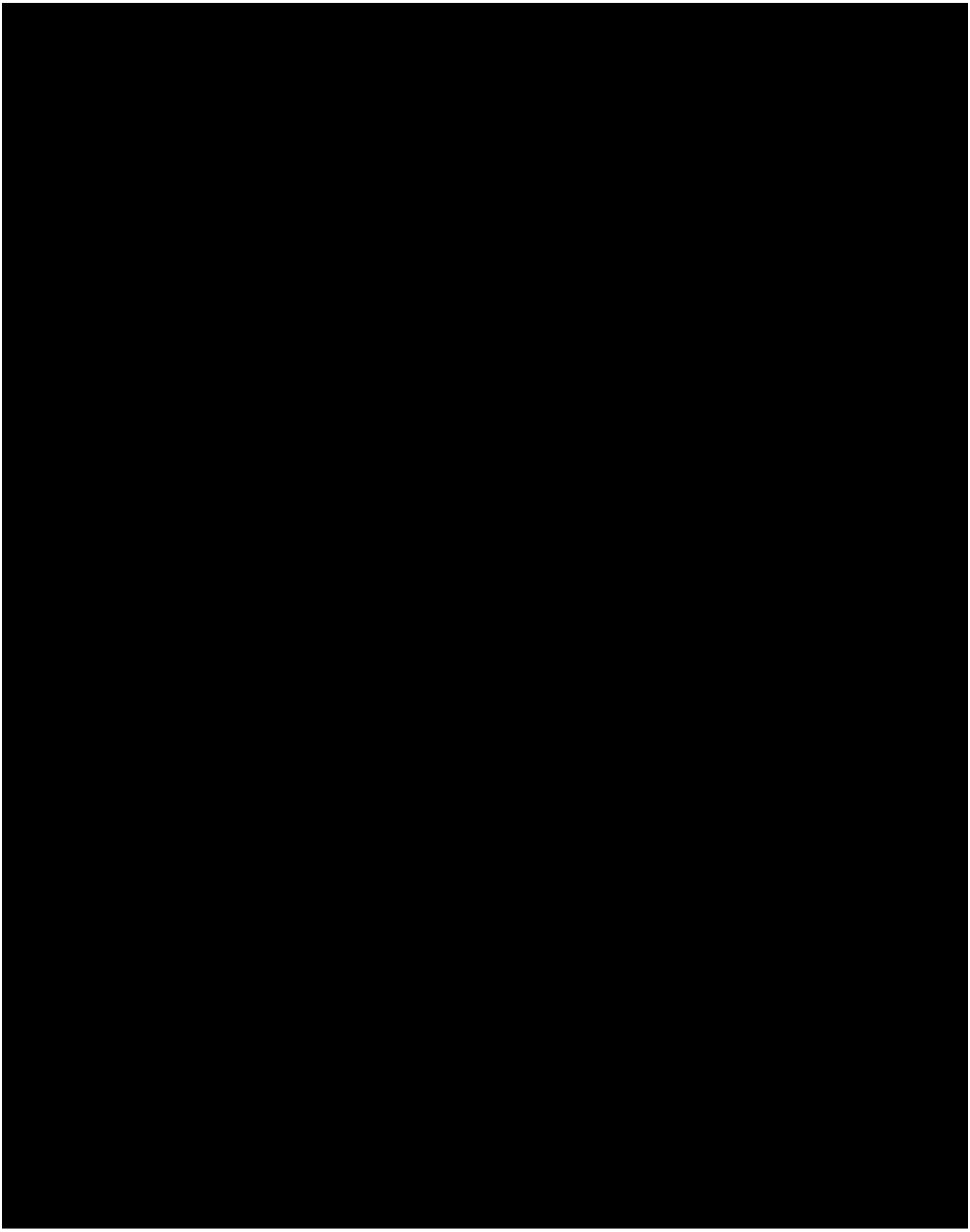
Confidential.



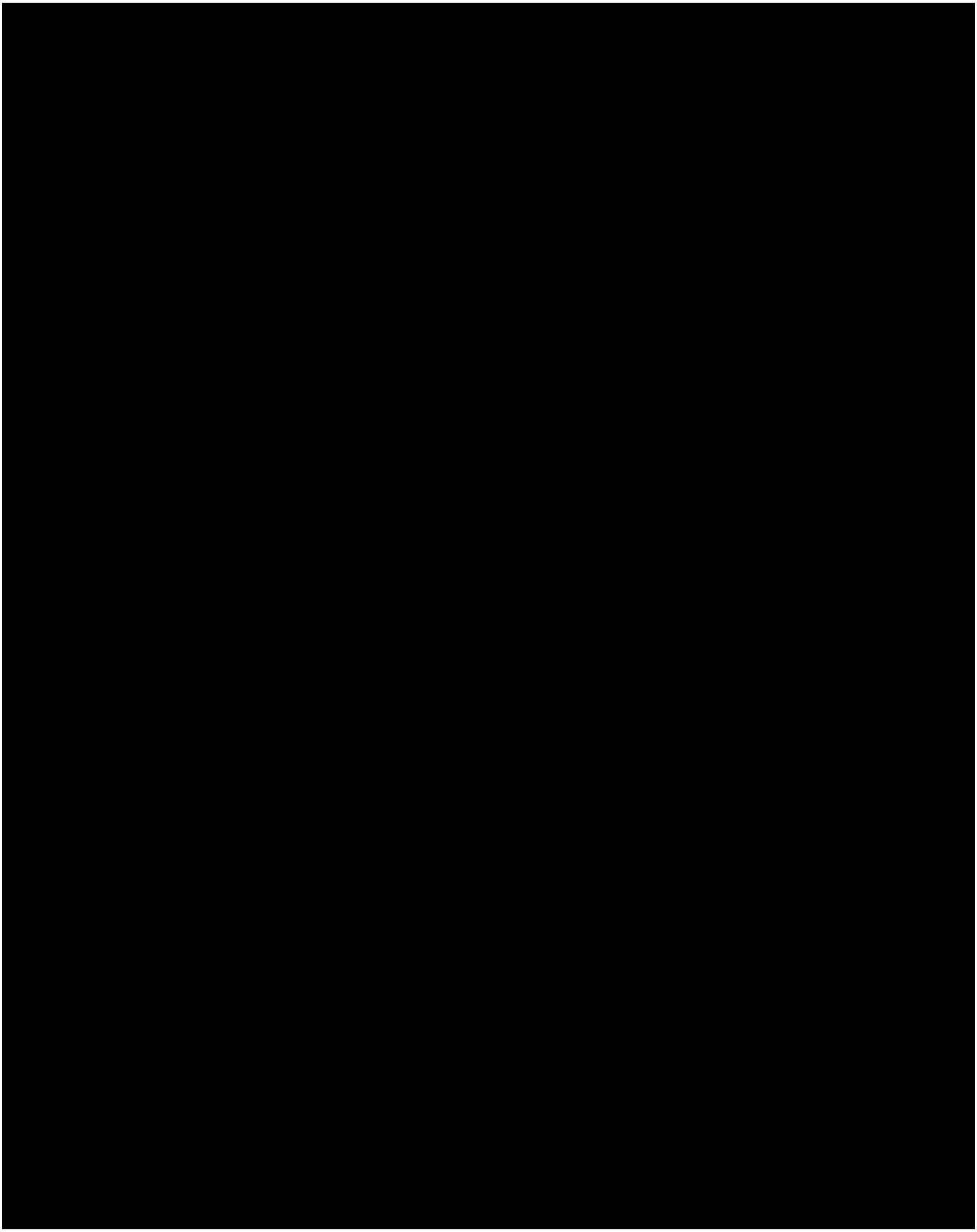
Confidential.



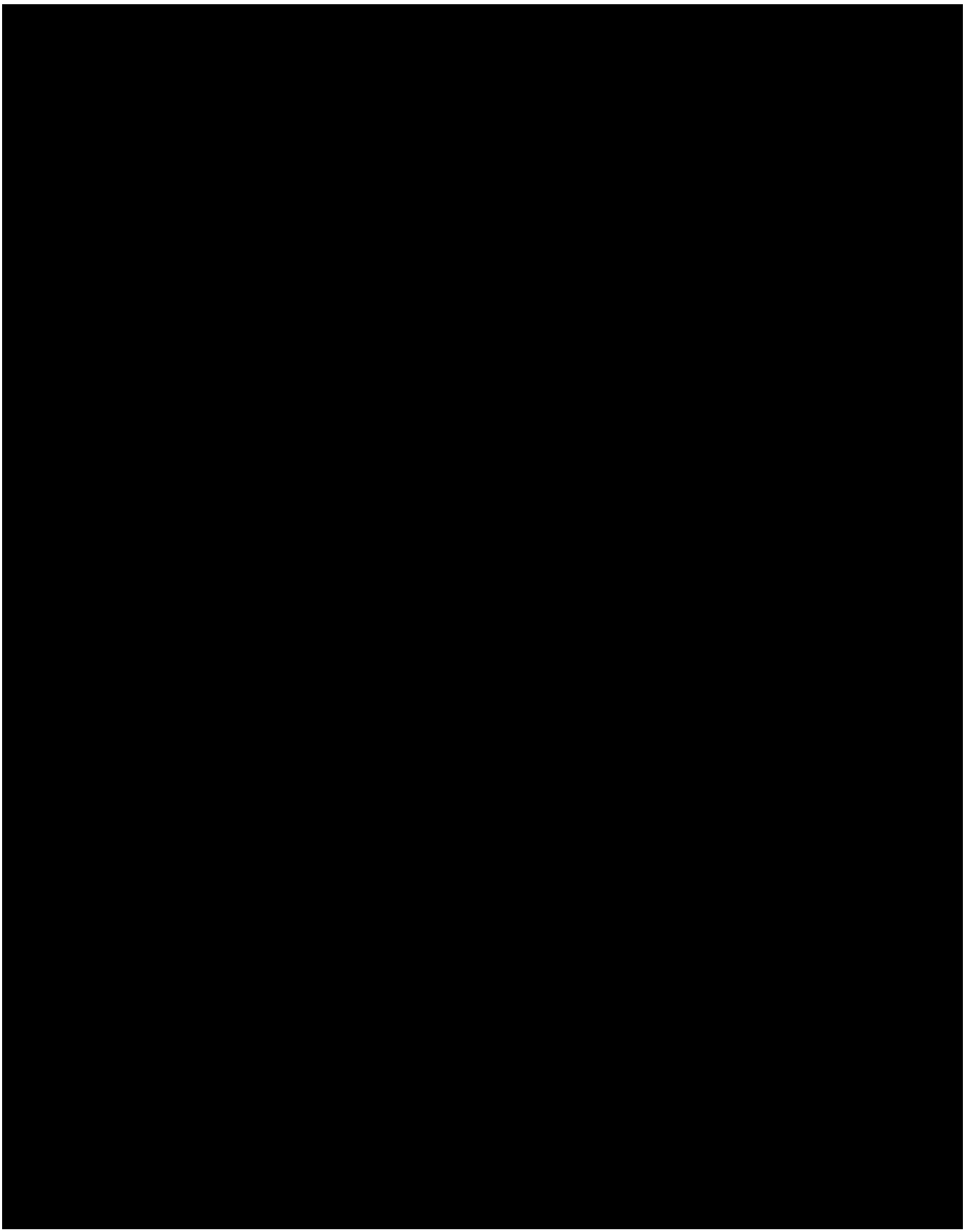
Confidential.



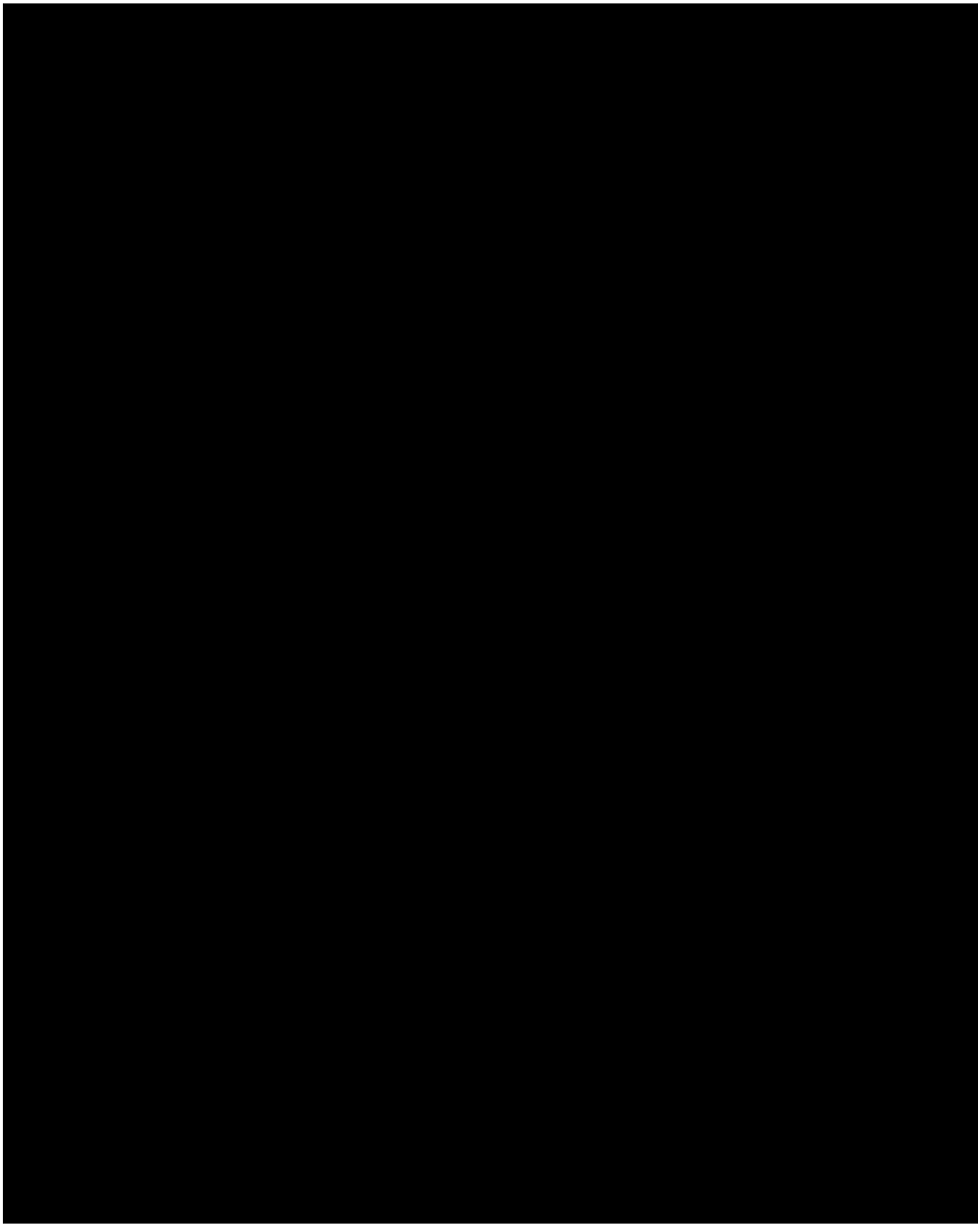
Confidential.



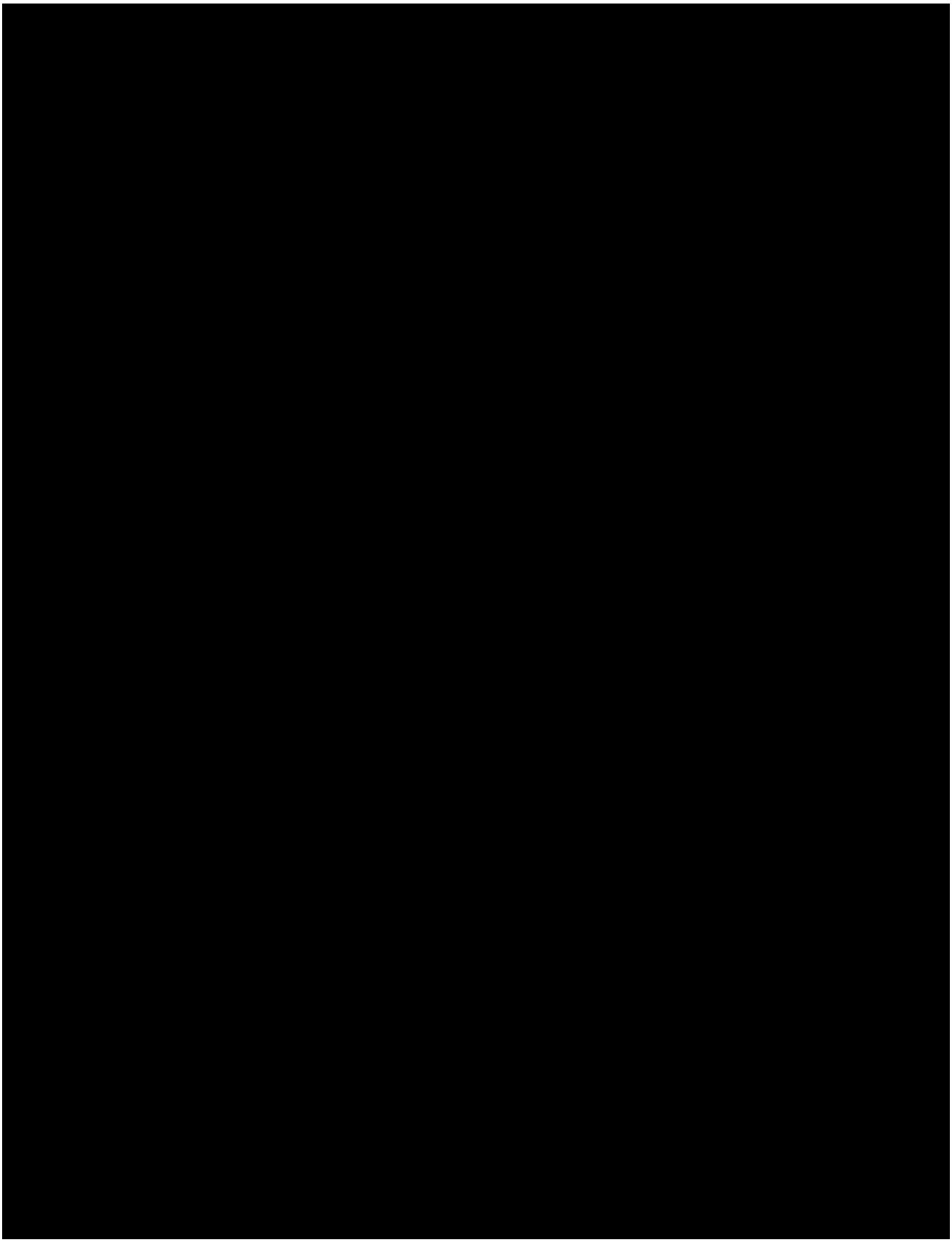
Confidential.



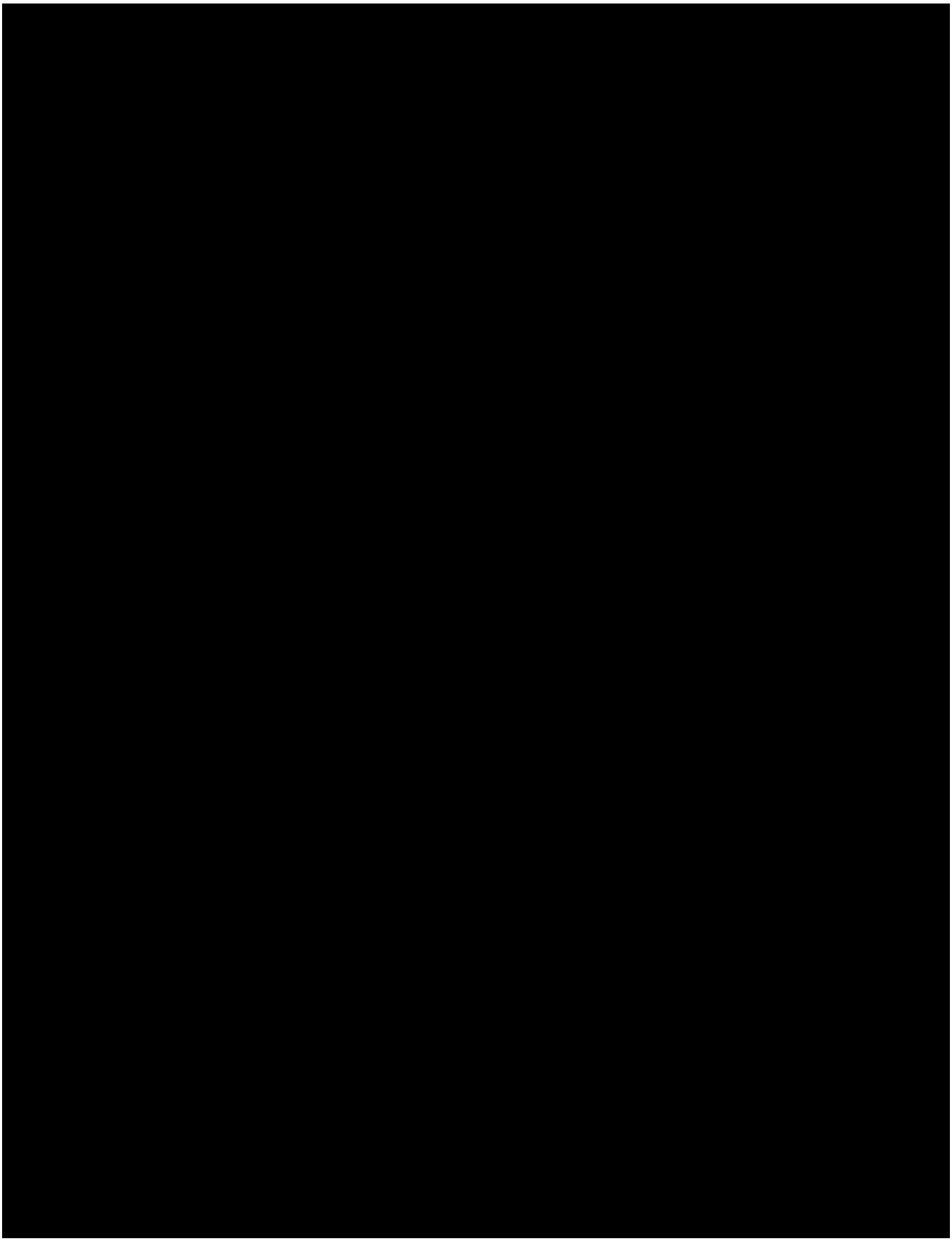
Confidential.



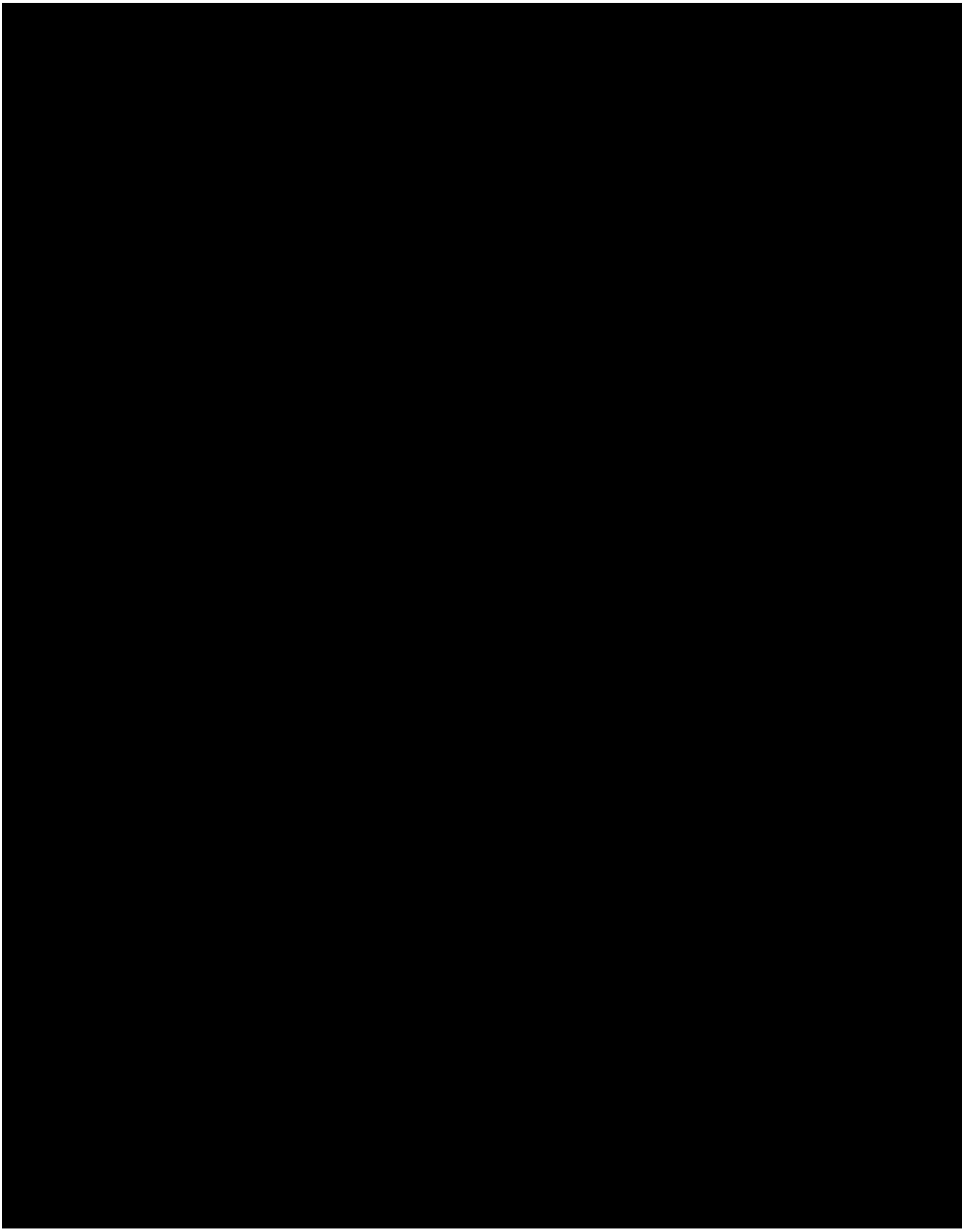
Confidential.



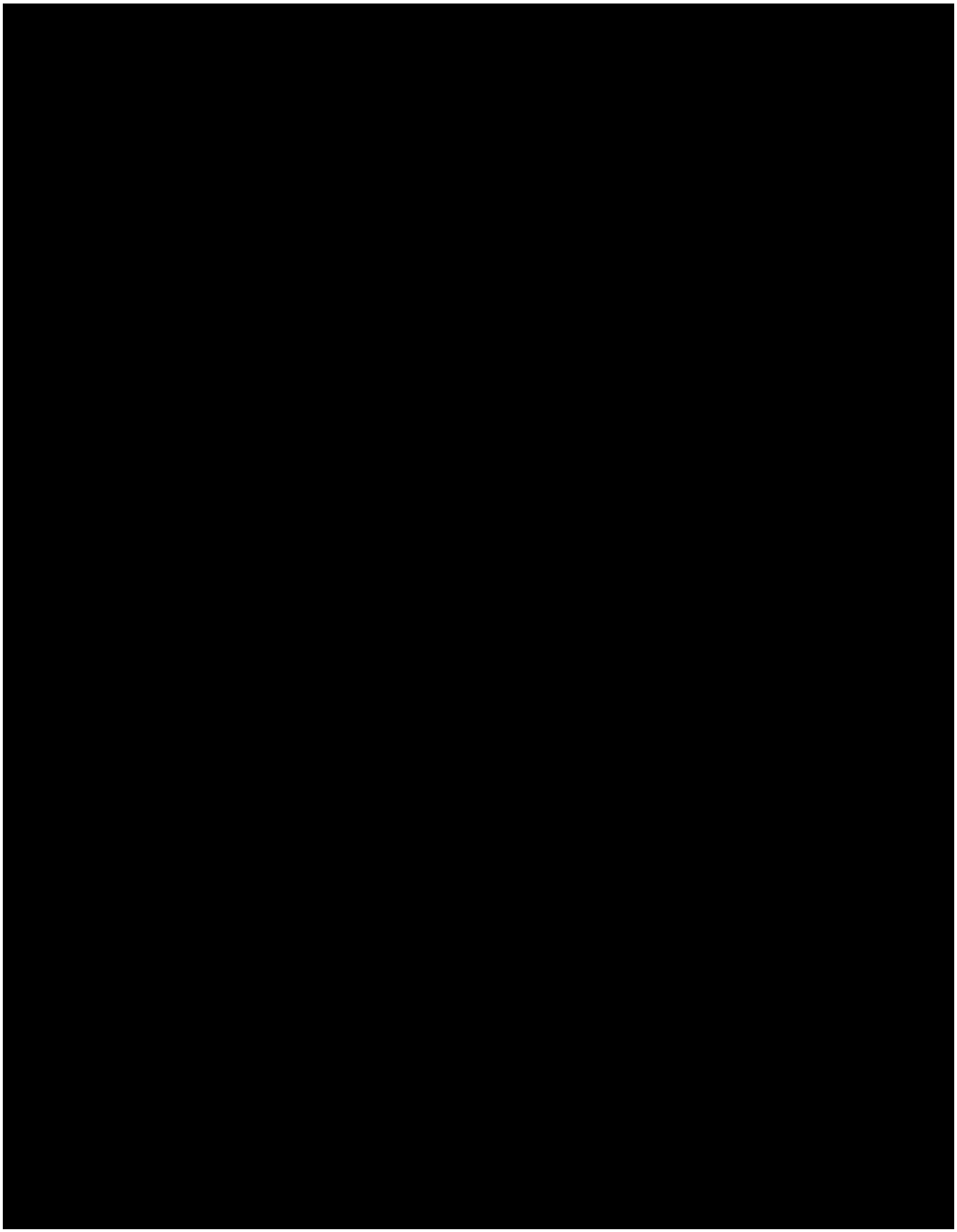
Confidential.



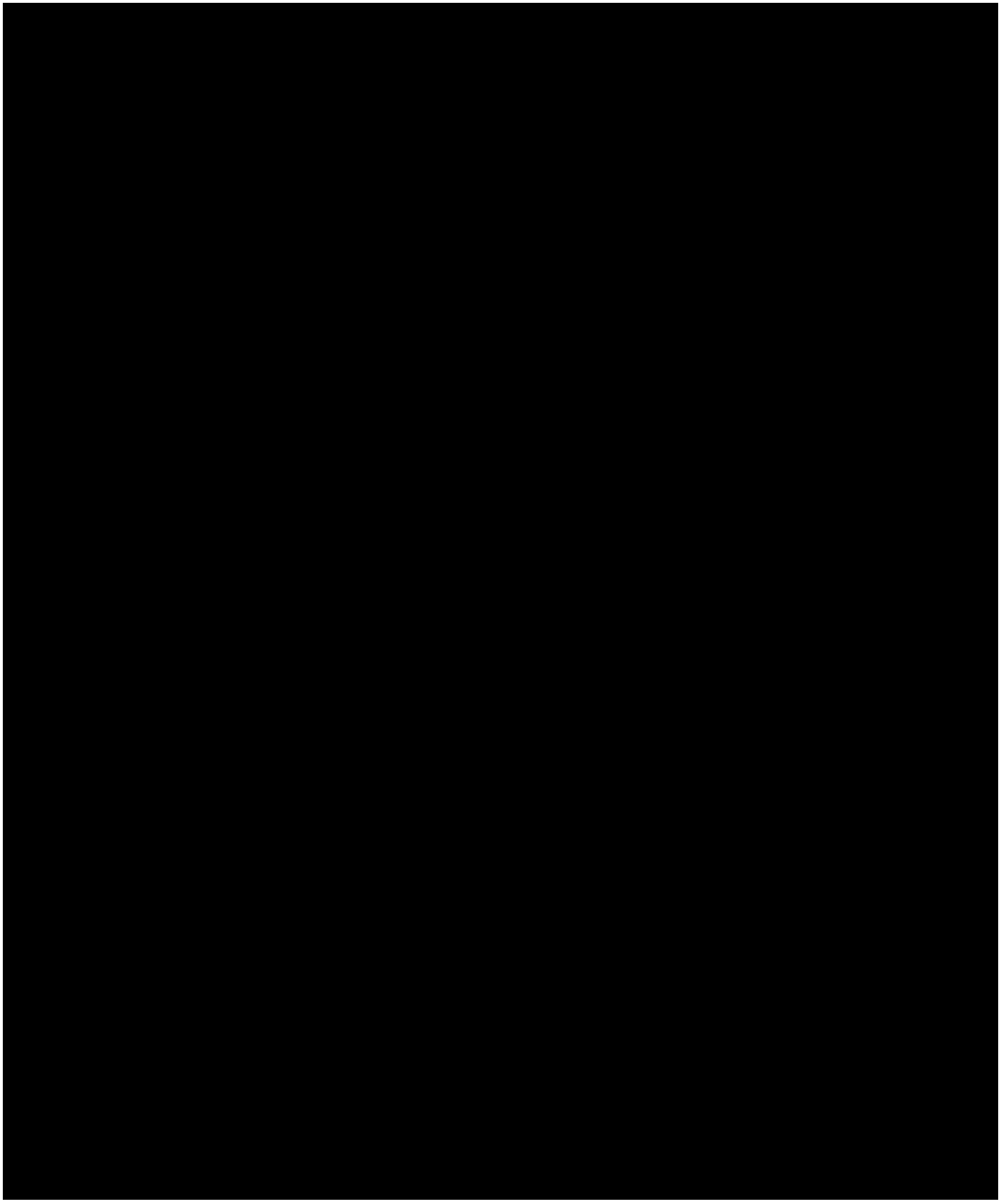
Confidential.



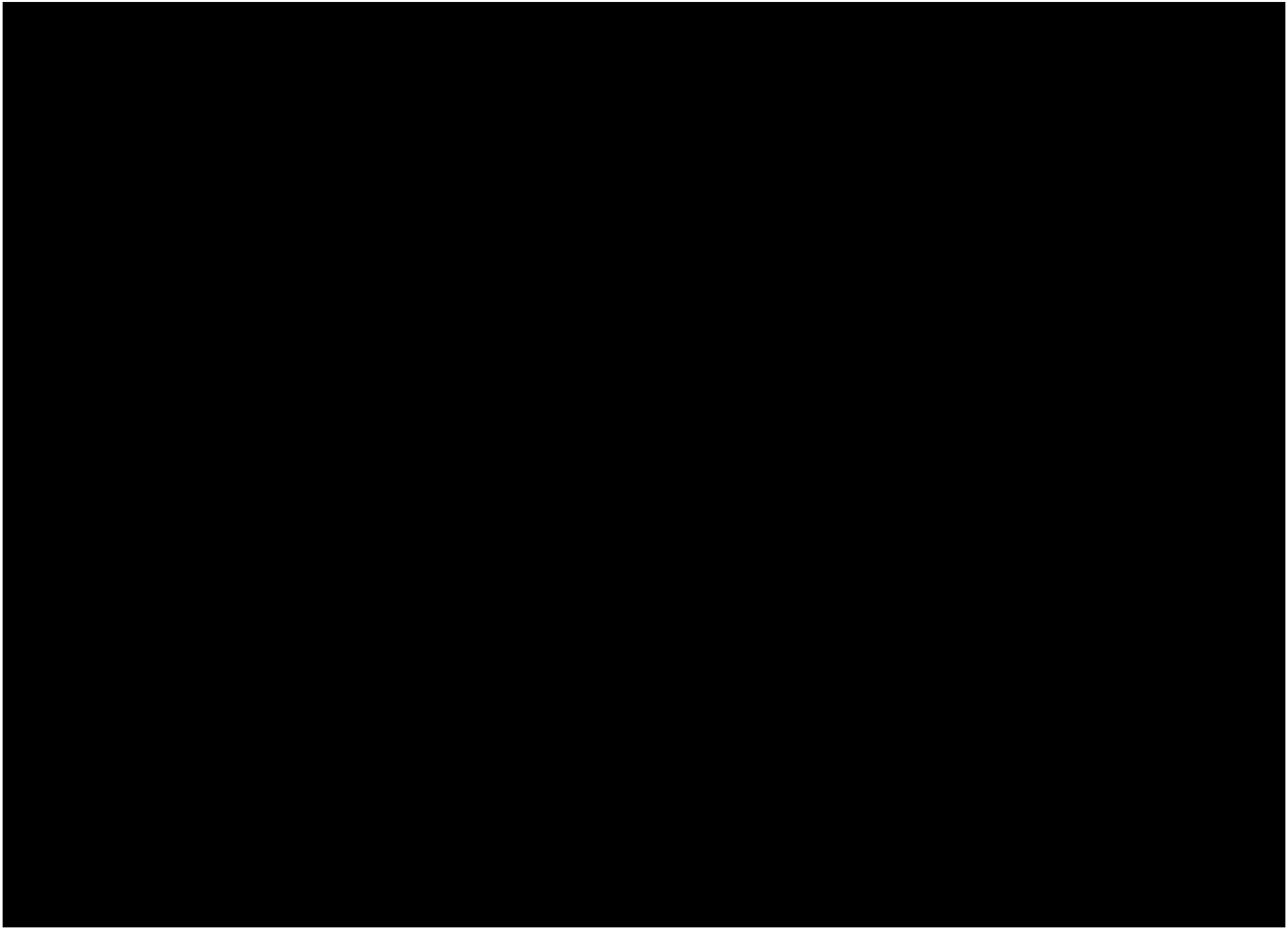
Confidential.



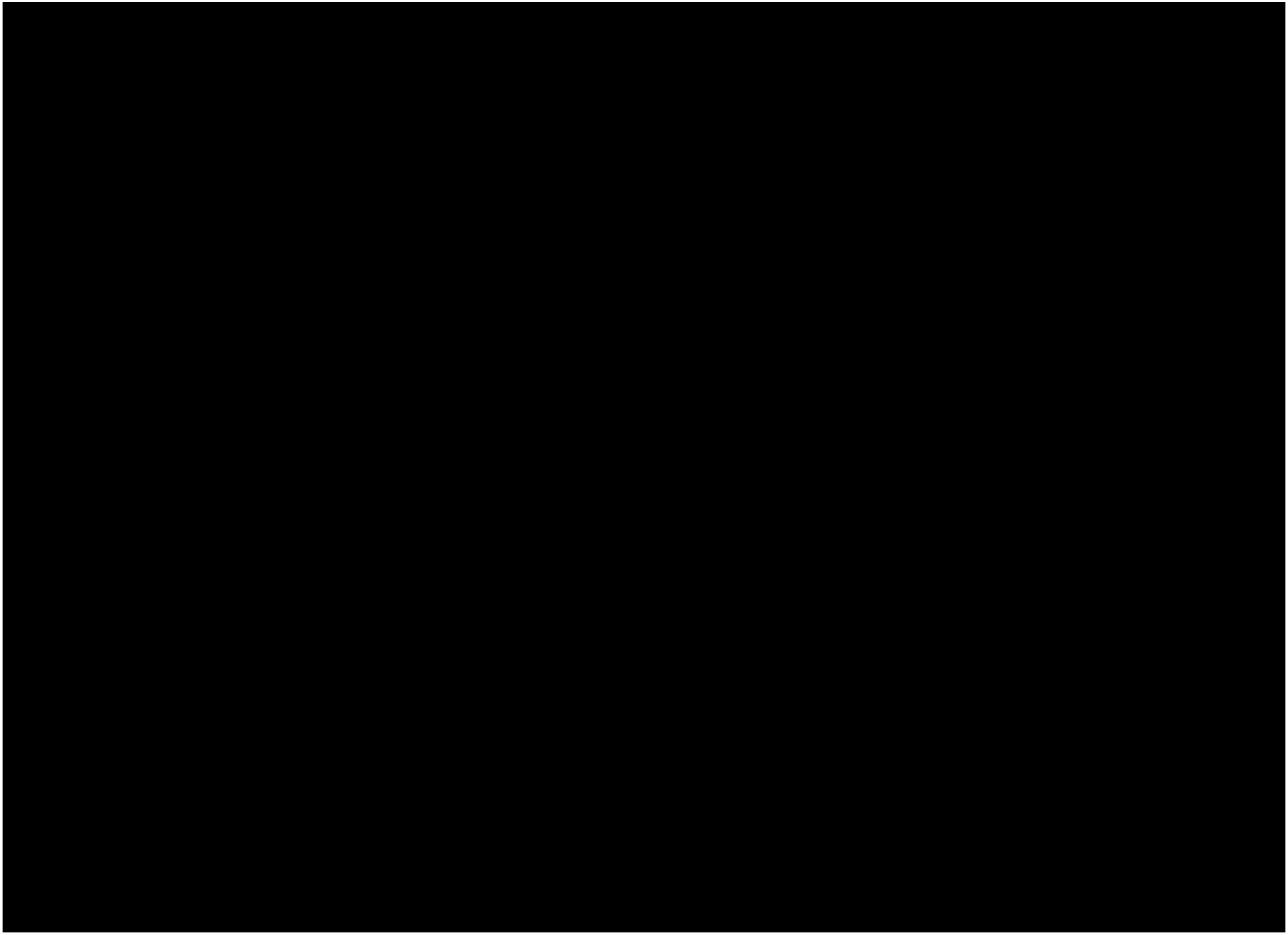
Confidential.



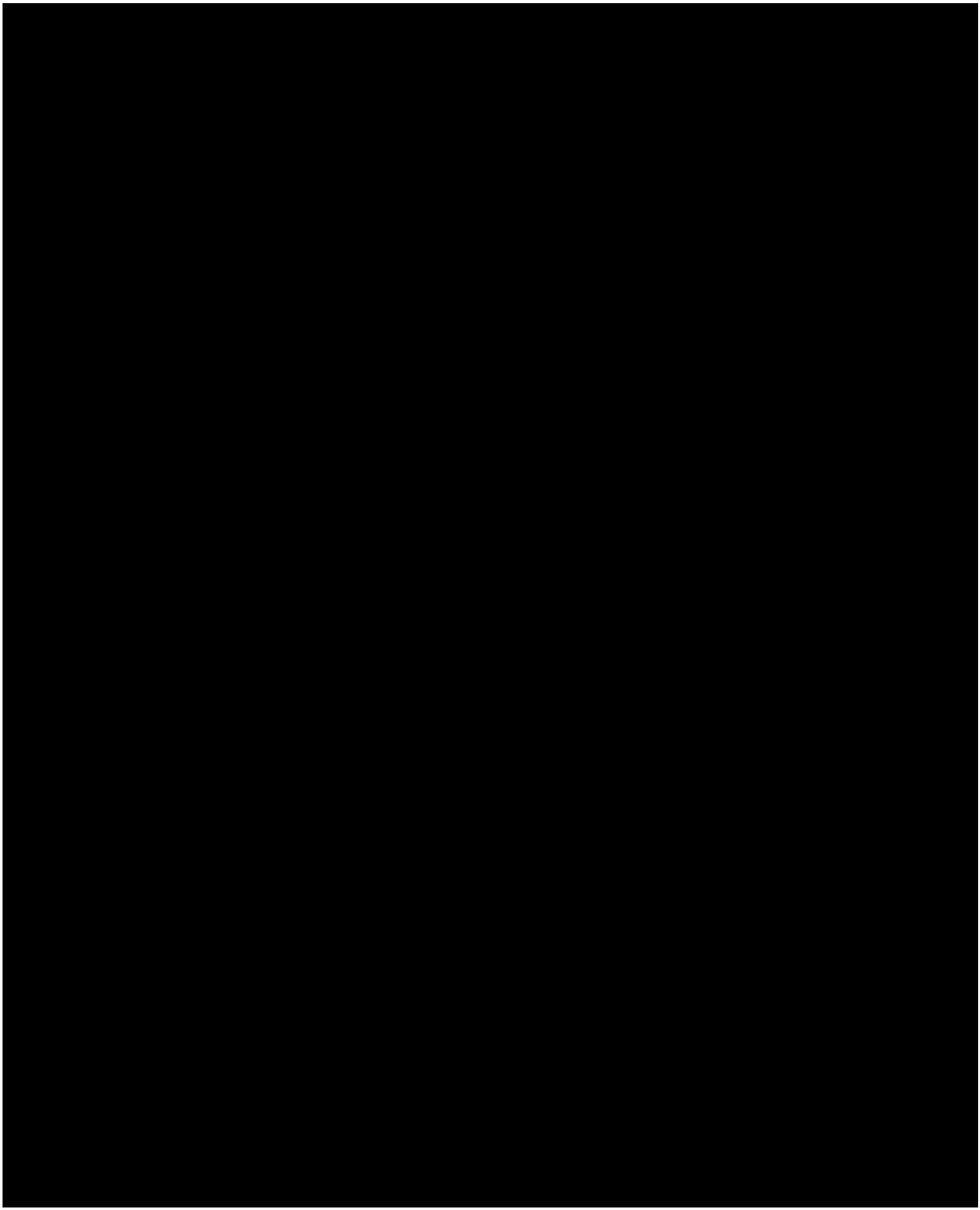
Confidential.



Confidential.



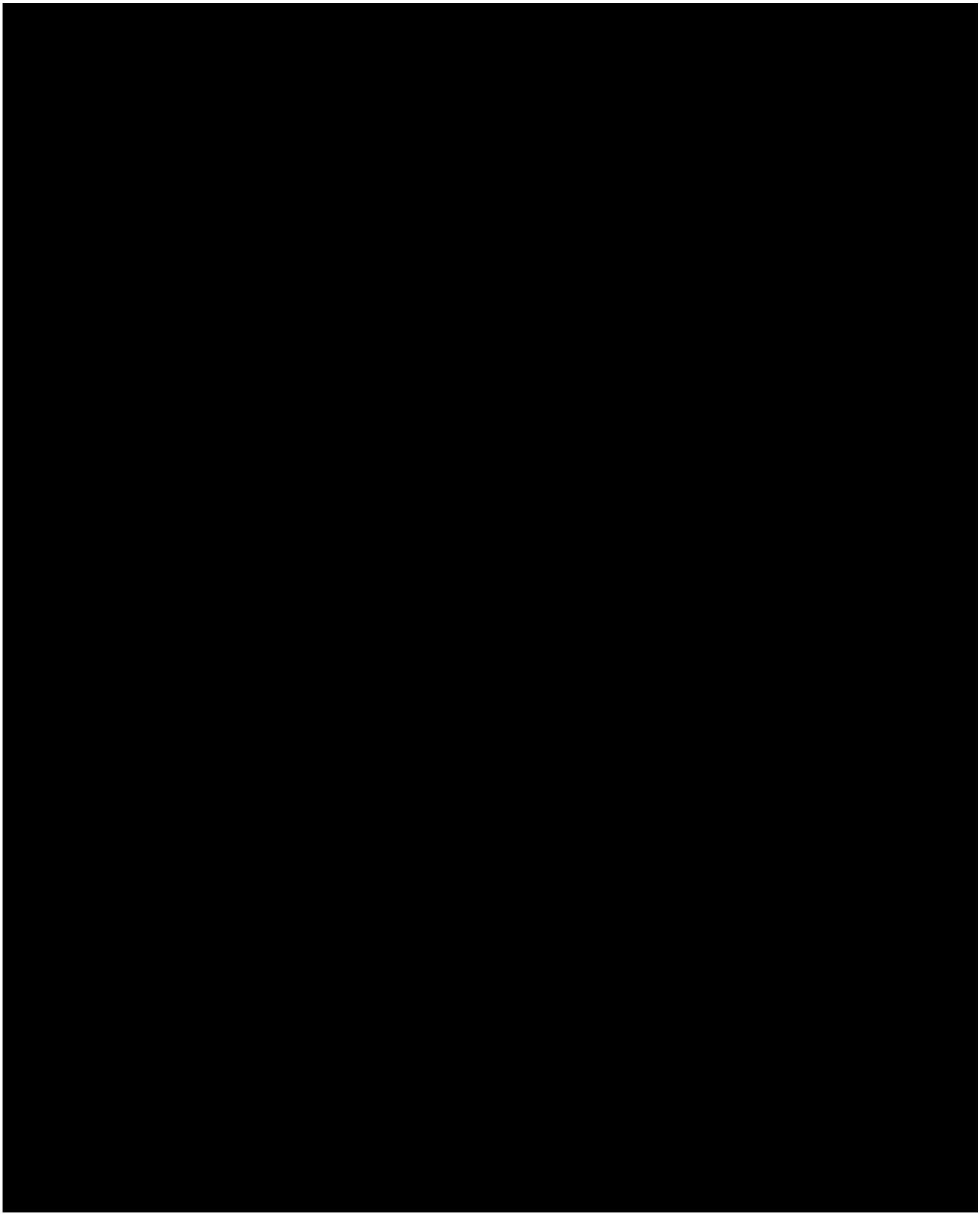
Confidential.



Confidential.

[redacted]

Confidential.



Confidential.

[redacted]

Confidential.

Carequality Addendum

Epic's Care Everywhere application ("Care Everywhere") allows Epic customers to exchange patient data with other Epic customers that also license Care Everywhere and to exchange continuity of care information meeting the supported form with organizations that are not using Epic software. Epic has entered into an arrangement with Carequality that allows Care Everywhere users to exchange patient data with other participants in Carequality (each, a "Carequality Participant") for certain use cases using the Carequality framework. The following provisions apply to Your use of Care Everywhere – Carequality Treatment Exchange (the "Carequality Treatment Functionality"), Care Everywhere – Carequality SSA Determination (the "Carequality SSA Functionality"), and Care Everywhere – Carequality Electronic Case Reporting (the "Carequality eCR Functionality", and collectively with the Carequality Treatment Functionality and the Carequality SSA Functionality, the "Carequality Functionality") to enable such exchanges. In the future Epic may also develop other functionality related to Carequality, including without limitation the ability for You to utilize additional Carequality permitted purposes of use (e.g. Payment, Operations, Public Health, Research), and such additional functionality may be licensed separately.

1. **Termination.** You may at any time disconnect from Carequality as provided in the Carequality Connection Terms. You will inform Epic of such disconnection as soon as possible under the circumstances, but in no event more than one (1) business day thereafter. [redacted]

2. **Requirements.**

[redacted]

Confidential.

[redacted]

3. Escalation and Indemnification.

[redacted]

Confidential.

[redacted]

[redacted] Therefore, to the extent permitted by the law applicable to You, You agree to hold harmless, indemnify, and defend Epic and its officers, employees, contractors, and agents (collectively the "Indemnitees") from and against any Claim brought by any other Implementer, Carequality Connection, End User, or any of Your or their patients asserted against the Indemnitees or any of them, arising out of, or in any way connected with the Carequality Functionality, including without limitation claims based on an Indemnitee's negligence. For purposes of this Section 3(b) of this Addendum, "Claim" means a claim, damage, liability, claim of loss, lawsuit, cause of action, or other claim and includes without limitation, reasonable attorneys' fees. End User as used in this Section 3(b) is as defined in the Carequality Connection Terms.

Confidential.

Exhibit 1

Carequality® Connection Terms

The contents of this Exhibit 1 are the Carequality Connection Terms that must be legally binding on every Carequality Connection, as that term is defined below. Sponsoring Implementer, as defined below, must ensure that these terms are included, directly or by reference, in a legally enforceable agreement or any other legally enforceable mechanism selected by Sponsoring Implementer (the "Enforcing Agreement"). These terms must be presented, directly or by reference, in the Enforcing Agreement as they appear in this Exhibit 1, without alteration or modification.

1. ***Definitions***: As used herein, the following terms have the following meanings:

1.1. Adverse Security Event: The unauthorized acquisition, access, disclosure, or use of individually identifiable health information (as defined in the HIPAA Regulations) while such information is being transmitted between Implementers or Carequality Connections as specified by a Carequality Implementation Guide and pursuant to a valid CCA or Carequality Connection Terms, as applicable, but shall not include (i) any unauthorized acquisition, access, disclosure or use of encrypted data; (ii) any unintentional acquisition, access, disclosure, or use of health information if (I) such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment, or if not an employee, as a member of the workforce of an End User; and (II) such health information is not further acquired, accessed, disclosed or used by the End User; or (iii) any acquisition, access, disclosure or use of information that was not directly related to use of the Carequality Elements.

1.2. Applicable Law: (i) If Organization is not a Federal agency, all applicable statutes and regulations of the State(s) or jurisdiction(s) in which Organization operates, as well as all applicable Federal statutes, and regulations; or (ii) if Organization is a Federal agency, all applicable Federal statutes, regulations, standards and policy requirements of the Organization agency.

1.3. Business Associate: An organization that is defined as a "business associate" in 45 C.F.R. § 160.103 of the HIPAA Regulations.

1.4. Business Day(s): Monday through Friday excluding federal or state holidays.

1.5. Carequality Connection: An organization that is properly listed in the Carequality Directory in accordance with the requirements of Section 15 of the CCA.

1.6. Carequality Directory: A set of information that includes entries for all organizations who have been accepted as Carequality Implementers, along with those organizations' Carequality Connections, which serves as the definitive reference for identifying those organizations who are valid participants in exchange activities through the Carequality Elements, and for obtaining the information needed to establish technical connectivity with such organizations.

1.7. Carequality Elements: Those elements that have been adopted by Carequality to support widespread interoperability among Implementers including, but not limited to, the Carequality Connected Agreement, the Carequality Connection Terms, the Carequality Directory, Implementation Guides, and the Carequality Policies.

1.8. Carequality Policies: Those policies and procedures adopted by Carequality which are binding on Carequality, Implementers, Carequality Connections or all of them.

1.9. Carequality Use Case: A combination of a set of functional needs and a particular technical architecture for addressing those needs, for which the Carequality Steering Committee ("Steering Committee") has adopted an Implementation Guide.

1.10. Confidential Information: Proprietary or confidential materials or information of a Discloser in any medium or format that a Discloser labels as such upon disclosure or given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. With respect to Carequality, Confidential Information also includes those components of the Carequality Elements that the Carequality Steering Committee determines should be labeled Confidential. Notwithstanding any label to the contrary, Confidential Information does not include any Contribution (even if included in a Carequality Element); any information which is or becomes known publicly through no fault of a Recipient; is learned of by a Recipient from a third party entitled to disclose it; is already known to a Recipient before receipt from a Discloser as documented by the Recipient's written records; or, is independently developed by Recipient without reference to, reliance on, or use of, Discloser's Confidential Information.

1.11. Contribution: Any submission by a Discloser to Carequality intended by the Discloser to be considered for inclusion in any of the Carequality Elements, including comments submitted on any media, oral discussions at meetings of any work group, committee or sub-committee or other types of submissions.

1.12. Covered Entity: An organization that is defined as a "covered entity" in 45 C.F.R. §160.103 of the HIPAA Regulations.

1.13. Discloser: The entity that discloses Confidential Information to a Recipient.

1.14. Dispute: Any controversy, dispute, or disagreement arising out of or relating to the interpretation or implementation of the Carequality Elements.

1.15. End User: An individual or program generating a request for information, responding to a request for information, publishing information to a list of recipients or receiving published information through the Carequality Elements.

1.16. Exchange Activity: Any use of the capability provided or supported by the Carequality Elements to exchange information among Implementers or their Carequality Connection.

1.17. Governmental Entity: A local, state or Federal agency.

1.18. HIPAA Regulations: The Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the effective date of the Enforcing Agreement and as may be amended, modified, or renumbered.

1.19. Implementation Guide: A guide adopted by Carequality that sets forth the technical specifications and additional business rules that apply to Implementers and Carequality Connections who declare support for a specific Carequality Use Case. Additional business rules will include, but not be limited to, permitted purposes for the Carequality Use Case, roles associated with the Carequality Use Case and specifications on compliance with Section 8 of these Carequality Connection Terms ("Non- Discrimination").

1.20. Implementer: An organization that has signed the Carequality Connected Agreement and been accepted as such by Carequality.

1.21. Organization Business Rule: A data sharing restriction that Organization has adopted for itself and its End Users. An Organization Business Rule may only be based on a policy decision that

Organization has made with respect to the handling of patient data identified as clinically or legally sensitive, or to the consent or authorization that is required to share data with other Implementers and Carequality Connections. It is not necessary that the Organization Business Rule be required by Applicable Law or be based on Applicable Law.

1.22. Organization: The Carequality Connection on which these Carequality Connection Terms are binding.

1.23. Recipient: The entity that receives Confidential Information from a Discloser.

1.24. Sponsoring Implementer: The entity that is a party to the Carequality Connected Agreement and is ensuring that these Carequality Connection Terms are legally binding on Organization, either directly through contract or some other appropriate relationship with Organization, or by relying on one or more intermediaries. This term is used to distinguish this specific entity from other Implementers, and applies to that entity both during the period in which it is seeking to attain Implementer status, and after it is accepted as an Implementer.

2. ***Recognition as a Carequality Connection.***

2.1. Organization. Upon Sponsoring Implementer determining to its satisfaction that Organization has met the requirements to be a Carequality Connection, and Sponsoring Implementer's inclusion of Organization in the Carequality Directory, Organization shall be recognized as a Carequality Connection, subject to all obligations, terms and conditions contained herein and entitled to all rights and benefits conferred upon Carequality Connections including, but not limited to, inclusion in the Carequality Directory.

2.2. Sub-Organization Entities. Sponsoring Implementer may delegate to Organization the authority to identify to Carequality those of Organization's subsidiary and related entities that Organization wishes to be listed in the Carequality directory as Carequality Connections of Sponsoring Implementer ("Sub- Organization Entities"). Such entities include, but are not limited to, separately branded business divisions, individual hospitals, individual clinics or medical offices, and otherwise-unaffiliated entities who contract with Organization for use of Organization's electronic health record system. For all Sub- Organization Entities that Organization identifies, it shall ensure that each Sub-Organization Entity is legally required to comply with these CC Terms. In addition, Organization shall work cooperatively with Sponsoring Implementer to assure that its Sub-Organization Entities are not already listed in the Carequality Directory by another Carequality Implementer.

3. ***Suspension and Termination***.

3.1. Suspension. Sponsoring Implementer or Carequality may suspend Organization's ability to participate in any exchange activity under the Carequality Connection Terms in the event that Sponsoring Implementer or Carequality determines, following completion of a preliminary investigation, that (i) Organization has breached a material provision of these Carequality Connection Terms and failed to cure such breach within fifteen (15) days or such other period of time that the Parties have agreed to, of receiving notice of same; or (ii) there is a substantial likelihood that Organization's acts or omissions create an immediate threat or will cause irreparable harm to Carequality, Sponsoring Implementer, another Implementer, Carequality Connection, End User or individual (collectively, a "Threat Condition"). Organization may provide notice to Sponsoring Implementer that it wishes to temporarily remove itself from the Carequality Directory in the event that Organization or any of Organization's End Users cannot comply with these Carequality Connection Terms.

3.2. Termination. Sponsoring Implementer may terminate Organization's status as a Carequality Connection with immediate effect by giving notice to Organization if: (i) Organization is in material breach of any of these Carequality Connection Terms and fails to remedy such breach

within 30 days after receiving notice of such breach; or (ii) Organization breaches a material provision of these Carequality Connection Terms where such breach is not capable of remedy. Subject to the terms of any agreement between Organization and Sponsoring Implementer, Organization may voluntarily terminate its status as a Carequality Connection at any time by providing written notice to Sponsoring Implementer and to Carequality at least 60 prior to the effective date of the termination. The notice shall indicate the reason(s) for Organization deciding to terminate its status as a Carequality Connection. If Organization is a U.S. federal agency, then the Contract Disputes Act ("CDA"), 41 U.S.C. sections 7101 et seq., shall govern alleged breaches under these Carequality Connection Terms.

4. ***Legal Requirements***. Organization shall, at all times, fully comply with all Applicable Law relating to these Carequality Connection Terms and the use of the Carequality Elements. To further support the privacy, confidentiality, and security of health information exchanged pursuant to these Carequality Connection Terms, Organization agrees that when acting as a Carequality Connection, it will comply with the provisions of the HIPAA Regulations that are applicable to Business Associates as a minimum contractual standard of conduct even if Organization is not a Covered Entity, a Business Associate, or a Governmental Entity. Notwithstanding any provision of these Carequality Connection Terms to the contrary, an Organization that is a federal agency and is not otherwise subject to the HIPAA Regulations shall not be required to comply with the HIPAA Regulations under these Carequality Connection Terms.

5. ***Compliance with the Implementation Guides and Carequality Policies.*** Organization shall implement and maintain support of at least one Carequality Use Case and shall indicate to Sponsoring Implementer the Organization's role in such Carequality Use Case ("Carequality Use Case Role"). For all Carequality Use Cases supported by Organization, Organization shall comply with all components (unless such components are designated as optional) set forth in the applicable Implementation Guide that apply to (i) the Organization's Carequality Use Case Role or (ii) all Carequality Connections. Organization is encouraged, but not required, to comply with all optional components of the applicable Implementation Guide(s). Organization also agrees that, if it is not in compliance with all applicable components of the Implementation Guide(s) and all Carequality Policies applicable to Carequality Connections, Sponsoring Implementer may exercise its right to suspend Organization in accordance with Section 3.1. Notwithstanding any provision of these Carequality Connection Terms to the contrary, if Organization is a U.S. federal agency, no change in policies or procedures shall apply to such agency until the agency has received 60 days' prior written notice of the change and has assented in writing to the change. If the agency does not assent or does not object based on federal law to the change(s) in writing within 60 days, the change(s) shall apply to the agency. In the event of an agency objection based on federal law, if the objection is not resolved prior to the effective date of the change(s) to which the agency objects, the agency may voluntarily and/or selectively suspend participation or Carequality may suspend the agency if the agency is unable to comply with the change(s) pending continued efforts to reach a resolution.

6. ***Non-Discrimination.*** With respect to Implementers and Implementers' Carequality Connections that have implemented the same Carequality Use Case as Organization and Organization's End Users, neither Organization nor its End Users shall unfairly or unreasonably limit exchange or interoperability with such Implementers or their Carequality Connections. Each Carequality Use Case's Implementation Guide will provide specific requirements for compliance with this requirement in the context of that Carequality Use Case.

7. ***Organization Autonomy.*** To the extent that Organization has adopted Organization Business Rules, Organization is permitted to continue acting in accordance with such Organization Business Rules, even if they restrict Organization's ability to support exchange of information with other Implementers or Carequality Connections or to meet the requirements of Section 6 above, provided that Organization applies such Organization Business Rules consistently with respect to other Implementers and Carequality Connections and the Organization Business Rules do not impose conditions that would unfairly or unreasonably limit interoperability.

8. ***Accountability.***

8.1. Organization Accountability. Organization shall be responsible for any harm to Carequality, its Sponsoring Implementer, other Carequality Connections of its Sponsoring Implementer, other Implementers and their Carequality Connections which harm is caused by Organization's, or its End Users, acts and omissions. Organization shall not be responsible for the acts or omissions of any Implementer or other Carequality Connection. Notwithstanding any provision in these Carequality Connection Terms to the contrary, Organization shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This section shall not be construed as a hold harmless or indemnification provision.\

8.2. Carequality Accountability. Organization will not hold Carequality, or anyone acting on its behalf, including but not limited to members of the Steering Committee, Advisory Council, Dispute Resolution Panel or any work group, or subcommittee, of any of these or Carequality's contractors, employees or agents liable for any damages, losses, liabilities or injuries arising from or related to these Carequality Connection Terms. This section shall not be construed as an indemnification provision.

8.3. Limitation on Liability**.** Notwithstanding anything in these Carequality Connection Terms to the contrary excluding section 8.4, in no event shall Carequality's, Sponsoring Implementer's or Organization's total liability to each other and all third party beneficiaries arising from or relating to these Carequality Connection Terms exceed an aggregate amount equal to three million dollars ($3,000,000), whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if the entity whose conduct creates the liability has been apprised of the possibility or likelihood of such damages occurring.

8.4. Federal agencies. Notwithstanding any provision of these Carequality Connection Terms to the contrary, if Organization is a U.S. federal agency nothing in these Carequality Connection Terms shall be construed to limit in any way the sovereign immunity enjoyed by federal agencies or to limit the ability of the federal agency to seek to recover damages from Carequality, Implementers, or their Carequality Connections.

9. ***Dispute Resolution.***

9.1. Organization acknowledges that it may be in its best interest to resolve Disputes between or among Organization, or its End Users, and Carequality, other Implementers or their Carequality Connections through a collaborative, collegial process rather than through civil litigation. Organization has reached this conclusion based upon the fact that the legal and factual issues involved in these Carequality Connection Terms are unique, novel, and complex and limited case law exists which addresses the legal issues that could arise from these Carequality Connection Terms or the Enforcing Agreement. Organization acknowledges that Carequality has adopted a Dispute Resolution Process which Organization agrees to follow. Further, Organization agrees to use its best efforts to resolve Disputes with Carequality, other Carequality Connections and their Implementers or with another Implementer directly if the Dispute does not involve another Implementers' Carequality Connections, through discussions with those involved in such Dispute before even submitting the Dispute to its Implementer pursuant to the Dispute Resolution Process. If Organization requires assistance in identifying contact information for another Carequality Connection, or an Implementer, it shall seek that assistance from Sponsoring Implementer.

9.2. If, despite using its best efforts, Organization cannot resolve any Dispute through discussions with the other parties involved, then Organization will notify the Sponsoring Implementer of the Dispute and request that the Implementer initiate the Dispute Resolution Process. Organization is required to undertake these efforts in the event of a Dispute before seeking any other recourse.

9.3. Notwithstanding the above, Organization may be relieved of its obligation to participate in the Dispute Resolution Process if Organization (i) believes that another Implementer's or Carequality

Connection's act or omission will cause irreparable harm to Organization or another organization or individual (e.g. Implementer, Carequality Connection, End User or consumer) and (ii) pursues immediate injunctive relief against such Implementer or Carequality Connection in a court of competent jurisdiction. Organization must inform its Sponsoring Implementer of such action within two business days of filing for the injunctive relief and of the result of the action within 24 hours of learning of same. If the injunctive relief sought is not granted and Organization chooses to pursue the Dispute, the Dispute must be submitted to the Organization's Sponsoring Implementer in accordance with the Dispute Resolution Process so that the Sponsoring Implementer can determine next steps.

10. ***Cooperation***. Organization understands and acknowledges that numerous activities with respect to Carequality shall likely involve its Sponsoring Implementer, other Implementers and their Carequality Connections, employees, agents, and third party contractors, vendors, or consultants. To the extent not legally prohibited, Organization shall: (a) respond in a timely manner to inquiries from Carequality, its Sponsoring Implementer, other Implementers or their Carequality Connections about possible issues related to the Carequality Use Case(s) in which Organization is involved; (b) collaboratively participate in discussions coordinated by Carequality to address differing interpretations of requirements set forth in an applicable Implementation Guide(s) prior to pursuing the Dispute Resolution Process; (c) make reasonable efforts to notify its Sponsoring Implementer when persistent and widespread connectivity failures are occurring with its Sponsoring Implementer or with other Implementers or their Carequality Connections, so that all those affected can investigate the problems and identify the root cause(s) of the connectivity failures; (d) work cooperatively, including without limitation facilitating contact with other Implementers or their Carequality Connections, to address the root cause(s) of persistent and widespread connectivity failures; (e) subject to Organization's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable dispute or litigation or protecting Organization's confidential information, provide reasonable information to others in support of collaborative efforts to resolve issues or Disputes; (f) provide information and other relevant assistance to Sponsoring Implementer in connection with this Section 10; and (g) subject to Organization's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable litigation or protecting Organization's Confidential Information, provide reasonable information to aid the efforts of Organization's Sponsoring Implementer, other Implementers or their Carequality Connections to understand, contain, and mitigate an Adverse Security Event, at the request of such Implementer or Carequality Connection. In no case shall Organization be required to disclose individually identifiable health information in violation of Applicable Law. In seeking another's cooperation, Organization shall make all reasonable efforts to accommodate the other's schedules and reasonable operational concerns.

11. ***Adverse Security Event Reporting***.

11.1. As soon as reasonably practicable, but no later than five (5) business days after determining that an Adverse Security Event has occurred and is likely to have an adverse impact on an Implementer(s) or Carequality Connection(s), Organization shall provide Sponsoring Implementer with notification of the Event through the notification protocol specified by Sponsoring Implementer. The notification should include sufficient information for Sponsoring Implementer to understand the nature of the Adverse Security Event and identify other Implementers or Carequality Connections that may be impacted by the Adverse Security Event. Notwithstanding the foregoing, Organization agrees that (a) within one (1) hour of learning that an Adverse Security Event occurred and that such Event may involve an Implementer or Carequality Connection that is a Federal agency, it shall alert the Federal agency in accordance with the procedures and contacts provided by such Federal agency, and (b) that within twenty-four (24) hours after determining that an Adverse Security Event has occurred and is likely to have an adverse impact on an Implementer(s) or Carequality Connection(s) that is a Federal agency, Organization shall provide a notification to the Federal agency in accordance with the procedures and contacts provided by such Federal agency, and Organization shall copy Sponsoring Implementer and Carequality on any such notification.

11.2. This Section 11 shall not be deemed to supersede Organization's obligations (if any) under relevant security incident, breach notification or confidentiality provisions of Applicable Law. Compliance with this Section 11 shall not relieve Organization of any other security incident or breach reporting requirements under Applicable Law including, but not limited to, those related to consumers.

12. ***Acceptable Use.*** Carequality has adopted permitted purposes for the use of the Carequality Elements that are specifically set out in the Implementation Guide for each Carequality Use Case. Organization shall only engage in exchange activities through the Carequality Elements for permitted purposes as defined in the Implementation Guides. If Organization does not comply with these permitted purposes or other applicable provisions in the Implementation Guide, Carequality may exercise its right to suspend Organization in accordance with Section 3 of these Carequality Connection Terms. If Organization is not a Covered Entity or Governmental entity, then (i) Organization may only use the interoperability available through Carequality to transmit or receive information on behalf of its End Users and not on its own behalf; and (ii) Organization will not re-use, re-disclose, aggregate, de-identify or sell any information transacted by its End Users for its own benefit unless its respective Carequality Connections or End Users have given Organization the explicit written authority to do so.

13. ***Confidentiality.***

13.1. Organization agrees to use any Confidential Information that it obtains solely for the purpose of performing its obligations under the Carequality Connection Terms, and for no other purpose. Organization will disclose the Confidential Information it receives only to its employees and agents 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 such Confidential Information. In the event Organization has any question about whether information and/or materials it receives is Confidential Information, it shall treat the same as if it were Confidential Information. For the avoidance of doubt, the Carequality Elements that are not labeled as Confidential Information by the Carequality Steering Committee are not confidential and are not covered by the provisions of this section.

13.2. Organization may be given access to all or a portion of the Carequality Directory by Sponsoring Implementer. The Carequality Directory is intended to be used by Implementers, Carequality Connections, and End Users to create and maintain operational connectivity under the Carequality Elements, including the development and maintenance of effective user interfaces for relevant systems. Organization agrees that it will only use and disclose information contained in the Carequality Directory as necessary to advance the intended use of the Carequality Directory. For example, Organization is permitted to disclose information contained in the Carequality Directory to the personnel of its EHR vendor who are engaged in assisting Organization with establishing and maintaining connectivity via the Carequality Elements. Further, Organization shall not use the information contained in the Carequality Directory for marketing or any form of promotion of its own products and services, unless this use and disclosure is part of an effort by Organization to expand, or otherwise improve, connectivity via the Carequality Elements, and any promotion of Organization's own products or services is only incidental to the primary purpose. In no event shall Organization use the information contained in the Carequality Directory in a manner that should be reasonably expected to have a detrimental effect on another Implementer, Carequality Connection, End User, or other individual or organization.

14. ***Contributions; IP Rights; Ownership of Materials; License***. Organization acknowledges that any copyrights, patent rights, trade secrets, trademarks, service marks, trade dress, and other intellectual property in or related to Carequality including, but not limited to, these Carequality Connection Terms, Implementation Guides, Carequality Elements, Carequality Policies, related materials, information, reports, processes (the "Carequality IP"), are protected under applicable United States law. Recognizing that the Carequality IP is the work product of the membership of Carequality, and that Carequality is the collective representative of all Implementers' interests, these intellectual property rights are asserted and held by Carequality in its capacity as the representative of its total membership and licensed to Organization

hereunder. This does not apply to Carequality trademarks, service marks or trade dress rights, which are discussed separately below. Organization is encouraged to provide Contributions to Carequality and understands that Carequality must obtain certain rights in such Contributions in order to include the Contribution in Carequality IP. Notwithstanding any provision of these Carequality Connection Terms to the contrary, if Applicant is a U.S. federal agency and considers certain information to be the intellectual property of the U.S. government, the agency shall not contribute such information unless and until it has entered into a written agreement with Carequality for the transfer or license of such intellectual property rights.

14.1. With respect to each Contribution, Organization represents that: (a) no information in the Contribution is confidential; (b) Carequality may freely disclose the information in the Contribution; and (c) to the best of its knowledge, such Contribution is free of encumbrance as it relates to the intellectual property rights of others.

14.2. To the extent that a Contribution or any portion thereof is protected by copyright or other rights of authorship, Organization grants a perpetual, irrevocable, non-exclusive, royalty-free, world-wide, sublicensable right and license to Carequality under all such copyrights and other rights in the Contribution to copy, modify, publish, display and distribute the Contribution (in whole or part) and to prepare derivative works based on or that incorporate all or part of such Contribution, in each case, for the purpose of incorporating such Contributions into the Carequality IP. Organization also grants Carequality the right: (a) to register copyright in Carequality's name any Carequality IP even though it may include Contributions; and (b) to permit others, at Carequality's sole discretion, to reproduce in whole or in part the resulting Carequality IP.

14.3. Organization shall identify to Carequality, through the issuance of a letter of assurance, any patents or patent applications which Organization believes may be applicable to any Carequality Element specifically including, but not limited to, any Implementation Guide. This assurance shall be provided without coercion and shall take the form of a general disclaimer to the effect that the patent holder will not enforce any of its present or future patent(s) that would be required to implement or use the Carequality Element relevant to any person or entity using the patent(s) to comply with such Carequality Element.

14.4. Sponsoring Implementer grants to Organization a perpetual, irrevocable, non-exclusive, royalty-free, world-wide, right and license to use, the Carequality IP for the purpose of enhancing interoperability (including through the modification of its products and services to implement the Carequality Use Cases and conform to the Implementation Guides) Organization and its End Users have and will continue to possess the usage rights to the Carequality IP as authorized by Sponsoring Implementer's Carequality Connected Agreement and these Carequality Connection Terms. Organization retains ownership of any Contribution it provides, granting only the licenses described in this Section. Nothing shall prevent Organization from (i) changing Organization's technology, services or any Contribution in any way, including to conform to the requirements of an Implementation Guide or (ii) making any change available to any other person or entity. Notwithstanding anything to the contrary in the Carequality Connection Terms, all right, title, and interest in any change to Organization's technology, services or any Contribution will accrue to the benefit of, and be owned exclusively by, Organization.

14.5. The trademarks, services marks, trade dress, business names, company names, and logos owned by Carequality, including without limitation CAREQUALITY and all Carequality logos, (collectively, the "Carequality Marks") are an important part of maintaining the strength and reputation of Carequality and its efforts to enable the interoperable exchange of healthcare information. Organization may not use the Carequality Marks to brand any of Organization's products or services and may not incorporate any Carequality Marks in any of Organization's domain names except as provided in Carequality's published guidelines on use of trademarks. Organization shall not apply for registration of any trademark, service mark, trade dress, business name or company name, or logo that incorporates any Carequality Mark or any element confusingly similar to any Carequality Mark. In connection with any non-trademark, descriptive

use of Carequality Marks, Organization will use the registration symbol ® or the trademark or service mark symbols, ™ or ℠, as more fully set out in the Carequality guidelines on use of trademarks, and indicate in the text that the Carequality Mark used "is the registered trademark of Carequality," "is the trademark of Carequality," or "is the service mark of Carequality," respectively.

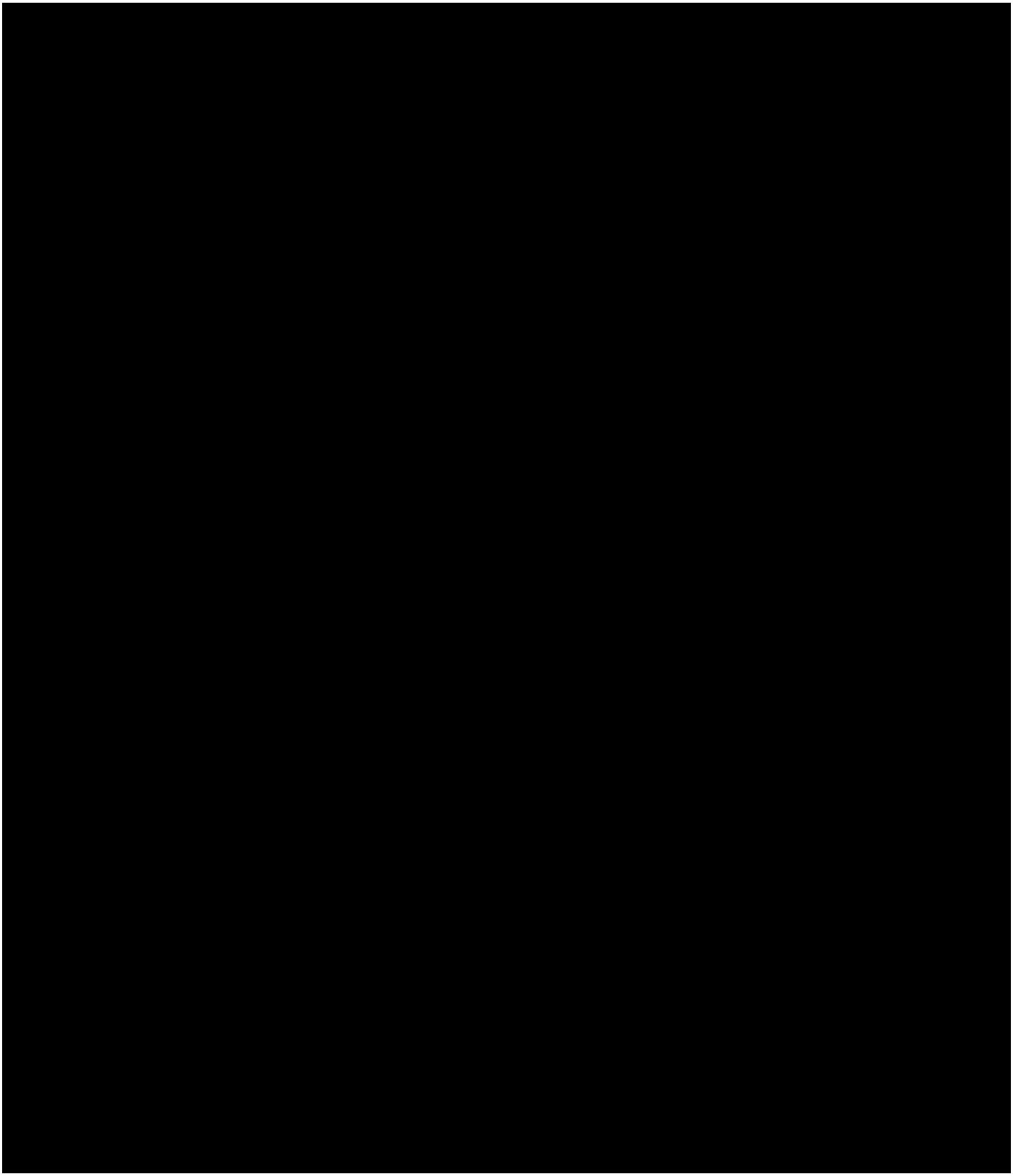
15. ***Disclaimers.*** Organization acknowledges that Implementers and Carequality Connections may be added to or removed from the Carequality Directory at any time; therefore, Organization may not rely upon the inclusion in the Carequality Directory of a particular Implementer or Carequality Connection. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL CAREQUALITY OR ORGANIZATION BE LIABLE TO EACH OTHER OR ANY THIRD PARTY BENEFICIARY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF THE ENTITY WHOSE CONDUCT CREATES THE LIABILITY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. NO PROVISION OF THE CCA, OR THE CAREQUALITY CONNECTION TERMS, SHALL BE CONSTRUED AS AN INDEMNIFICATION REQUIREMENT FOR ANY IMPLEMENTER OR CAREQUALITY CONNECTION, INCLUDING BUT NOT LIMITED TO A FEDERAL AGENCY, THAT IS PRECLUDED BY LAW FROM INDEMNIFYING THIRD PARTIES.

16. ***Miscellaneous/General***

16.1. Amendment. These Carequality Connection Terms may be amended by Carequality from time to time, subject to the requirements of Section 21.4 of the CCA. Sponsoring Implementer will inform Organization of such amendments along with their effective date, which shall be at least thirty (30) days after the date on which Sponsoring Implementer informs Organization of such amendments.

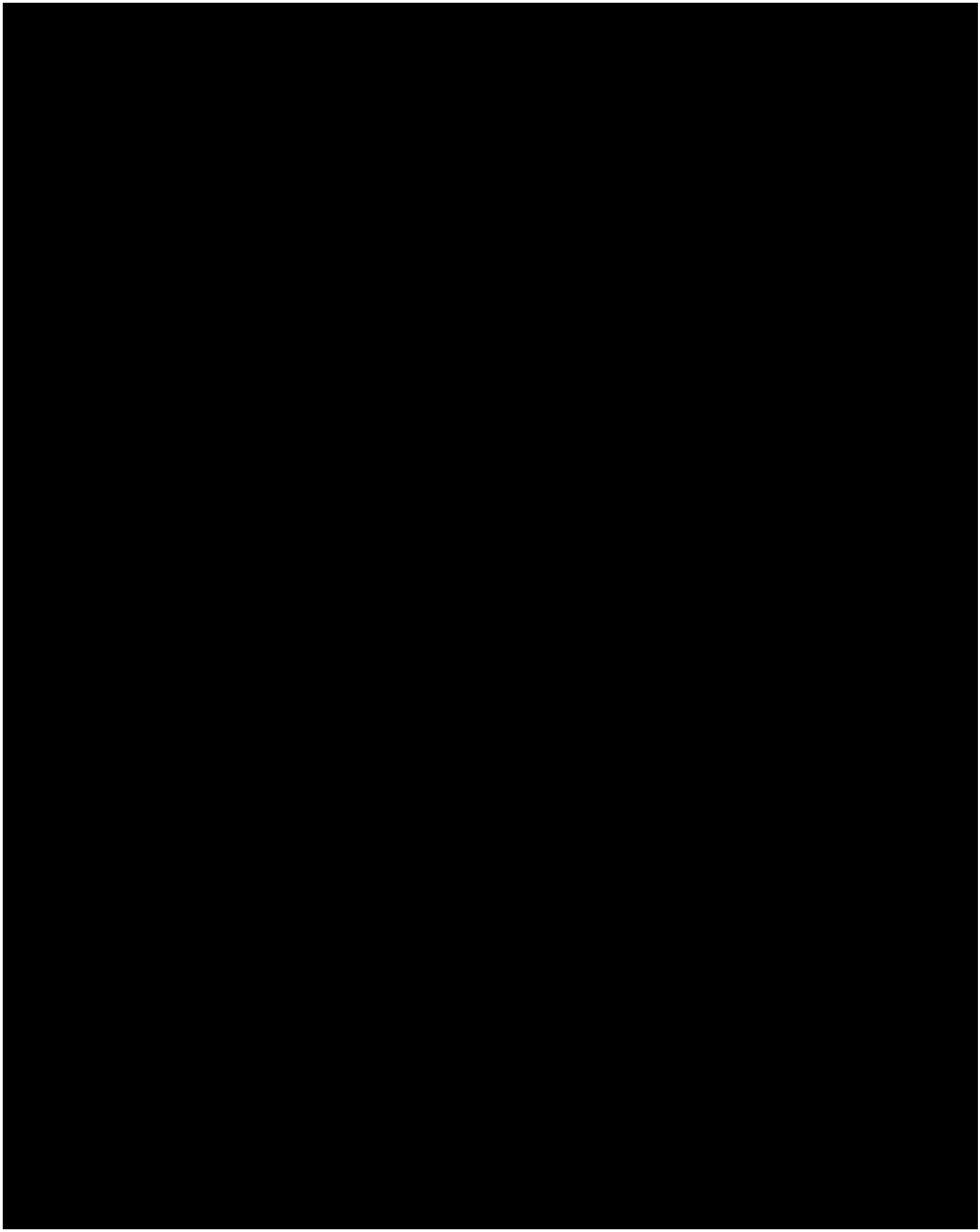
16.2. Third Party Beneficiary. Carequality, other Carequality Connections of the Sponsoring Implementer, other Implementers and their Carequality Connections shall be deemed third party beneficiaries of these Carequality Connection Terms for purposes of enforcing Organization's compliance with these Carequality Connection Terms.

COSMOS ADDENDUM

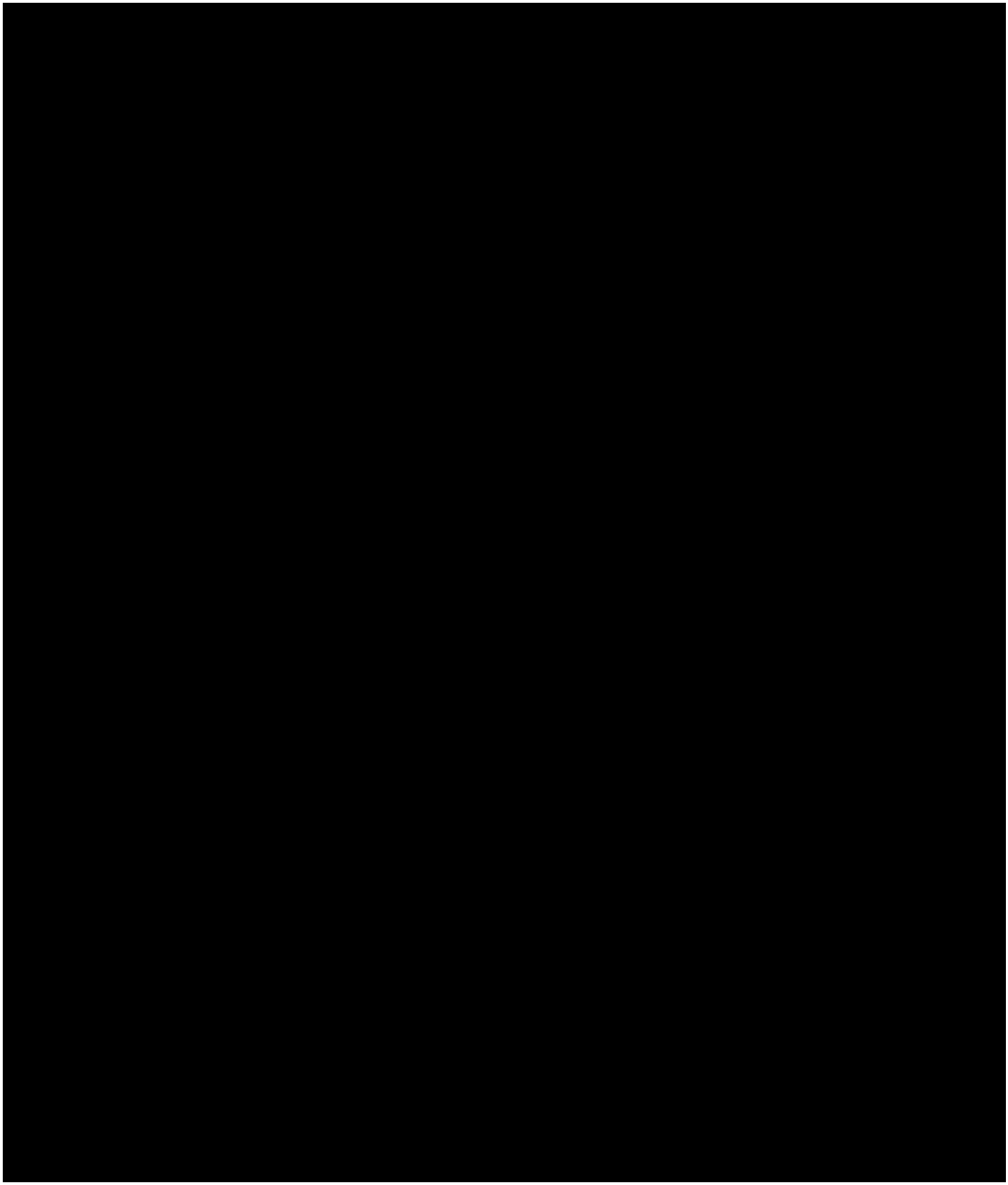


[redacted]

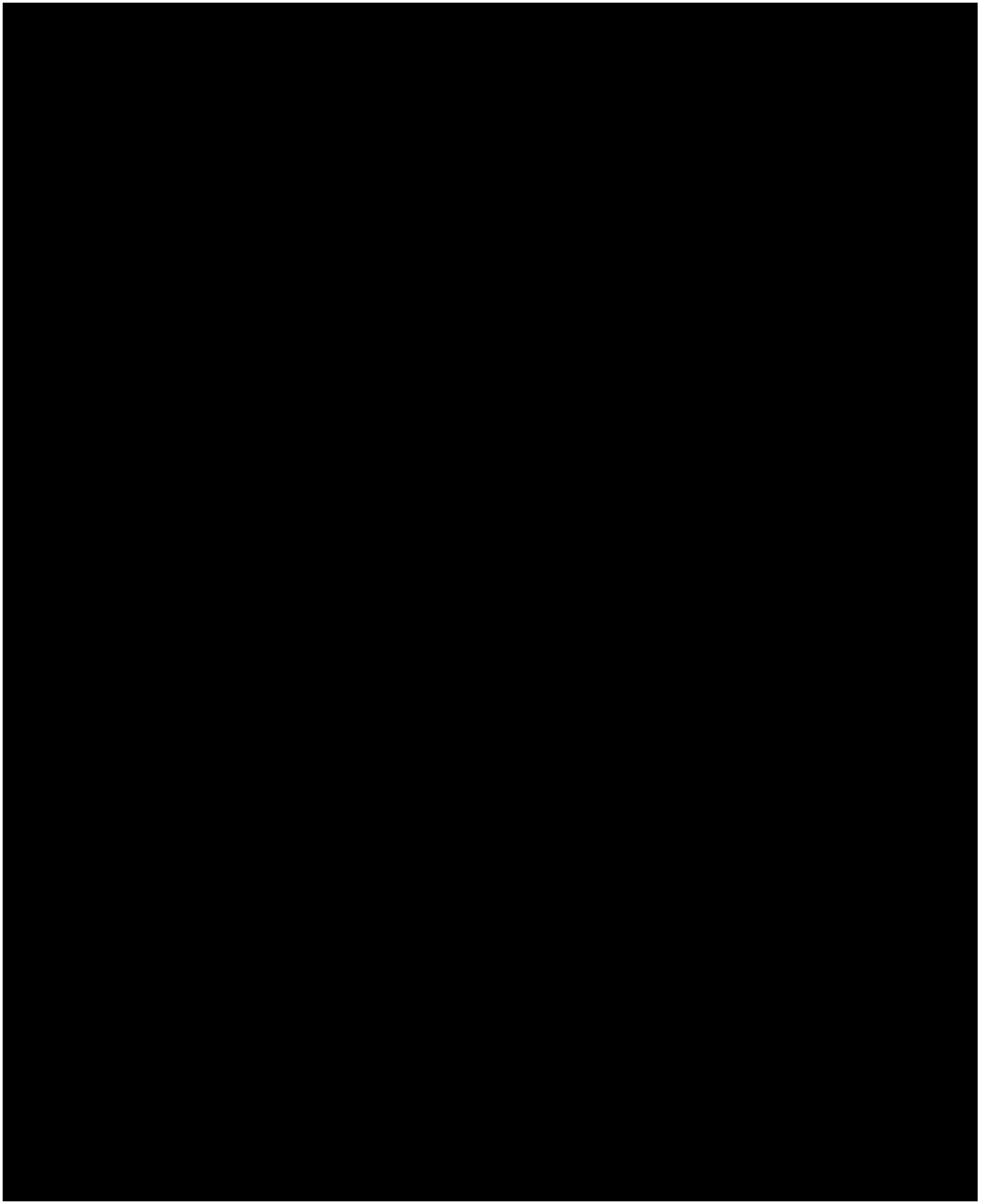
Confidential.



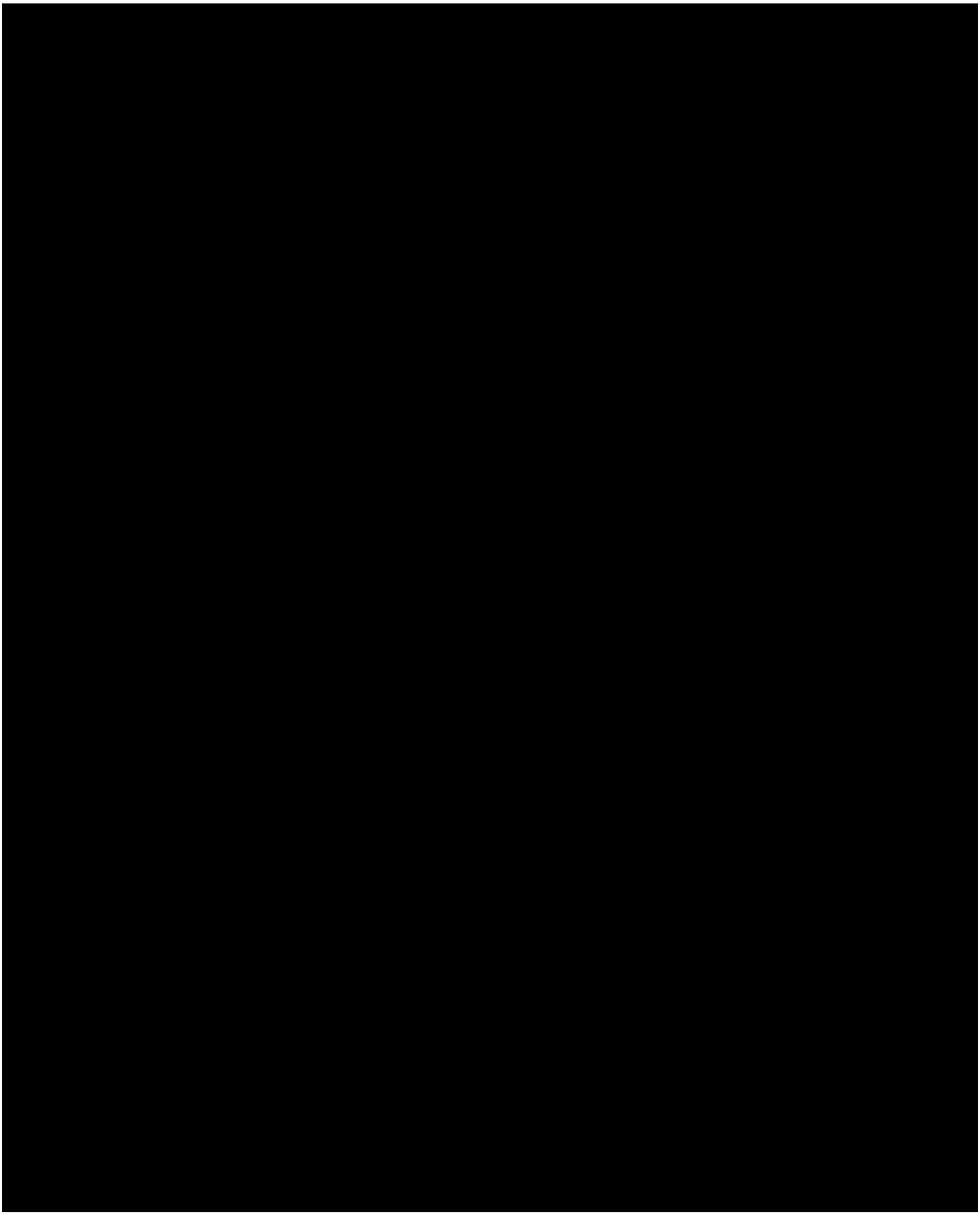
Confidential.



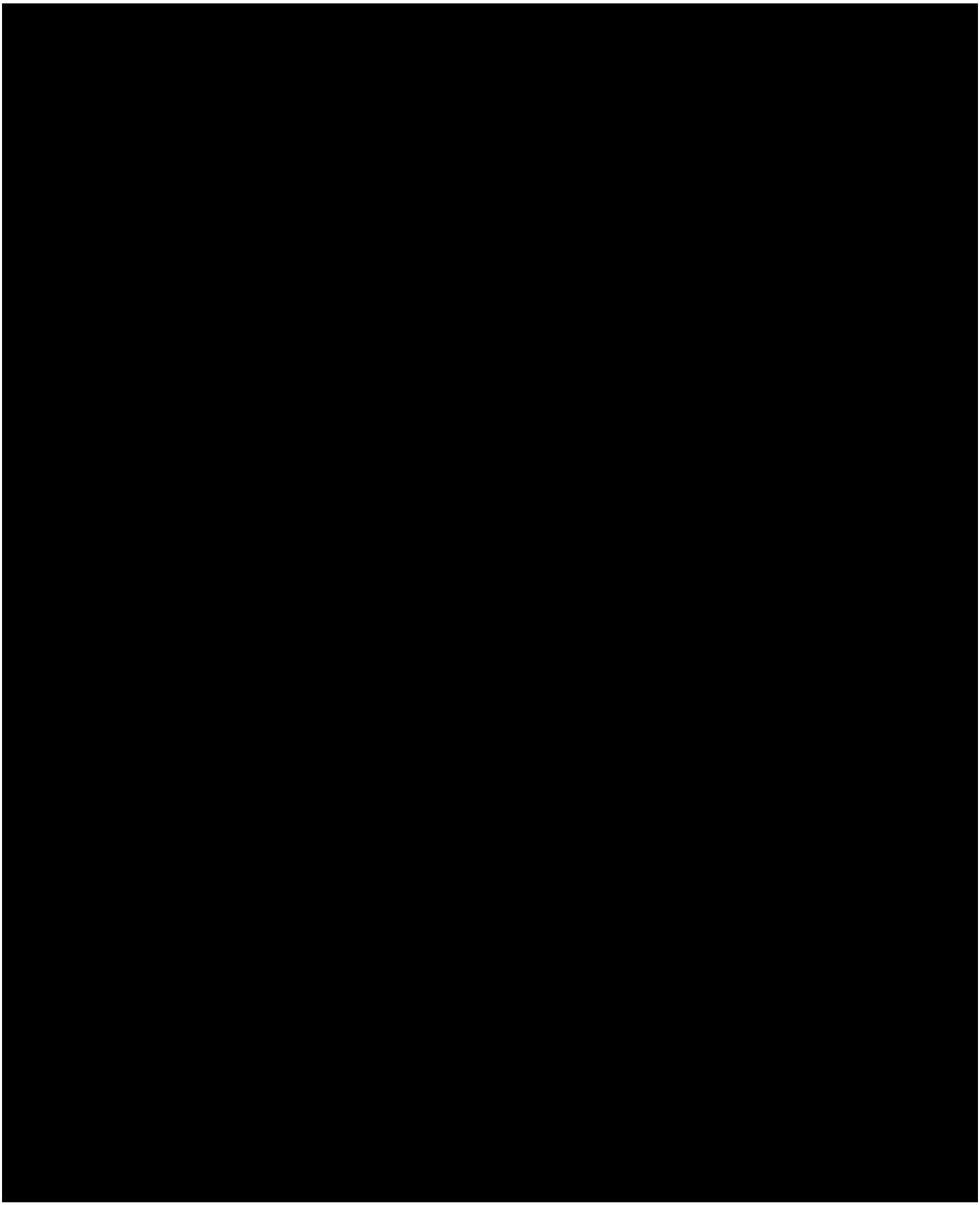
Confidential.



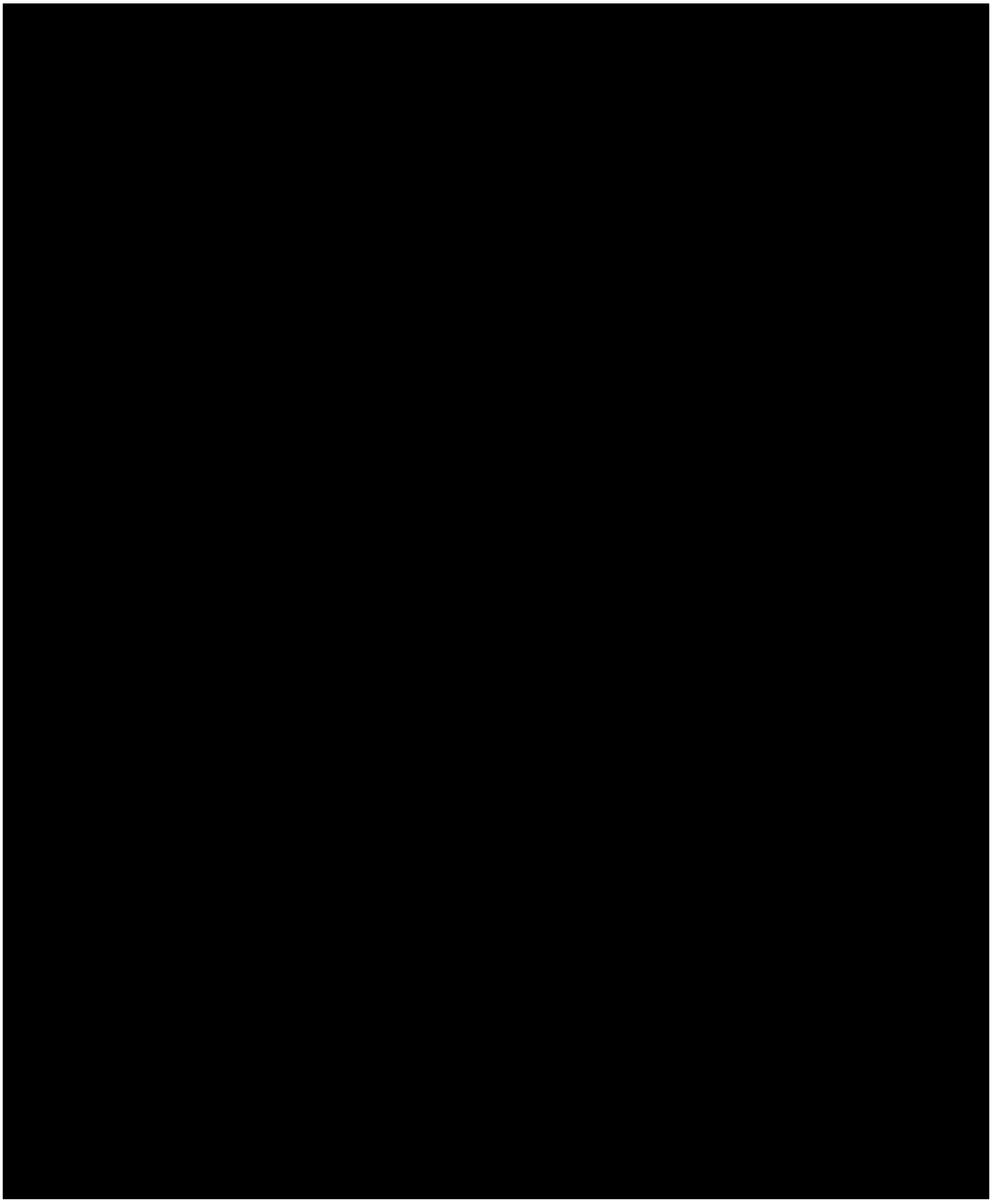
Confidential.



Confidential.



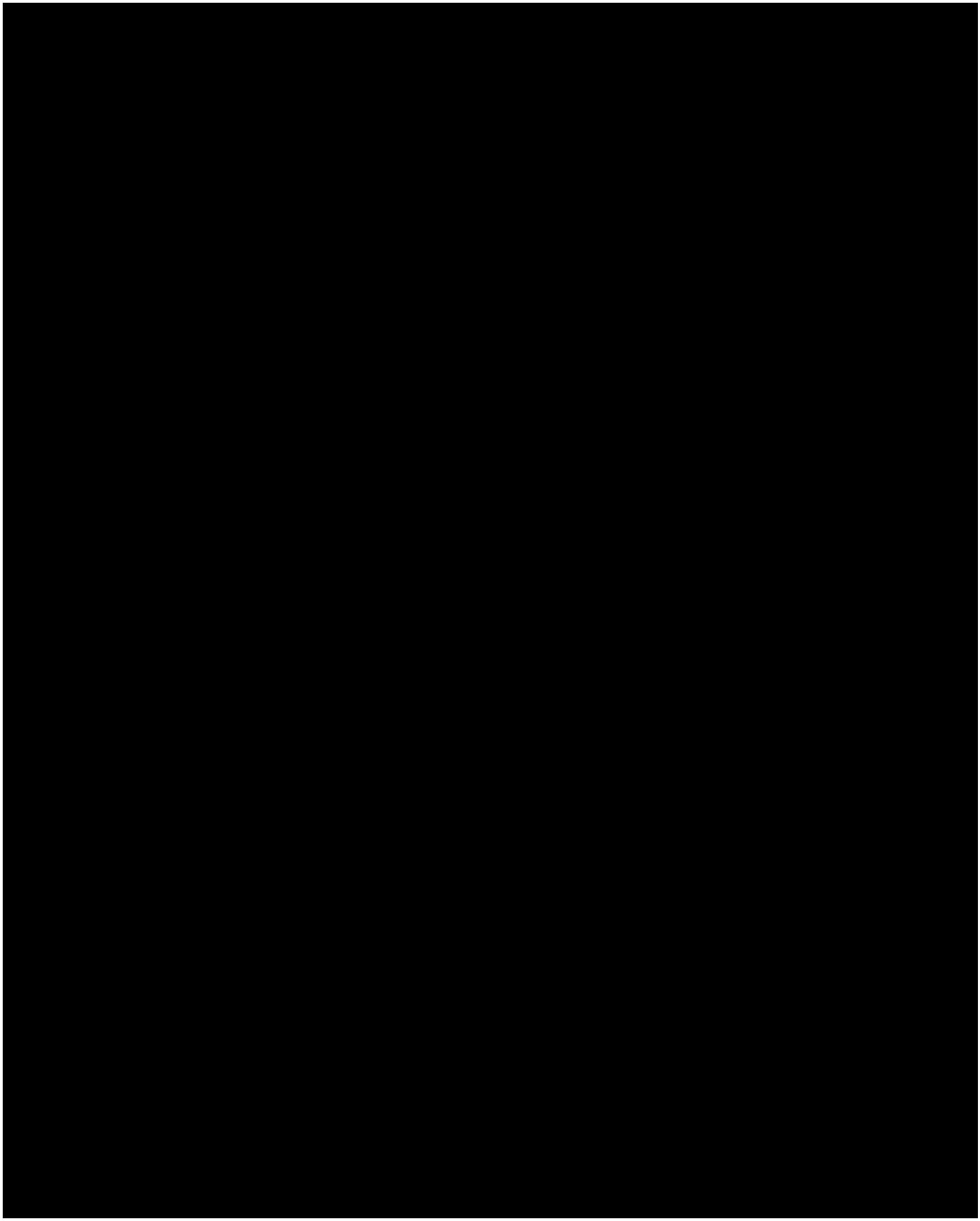
Confidential.



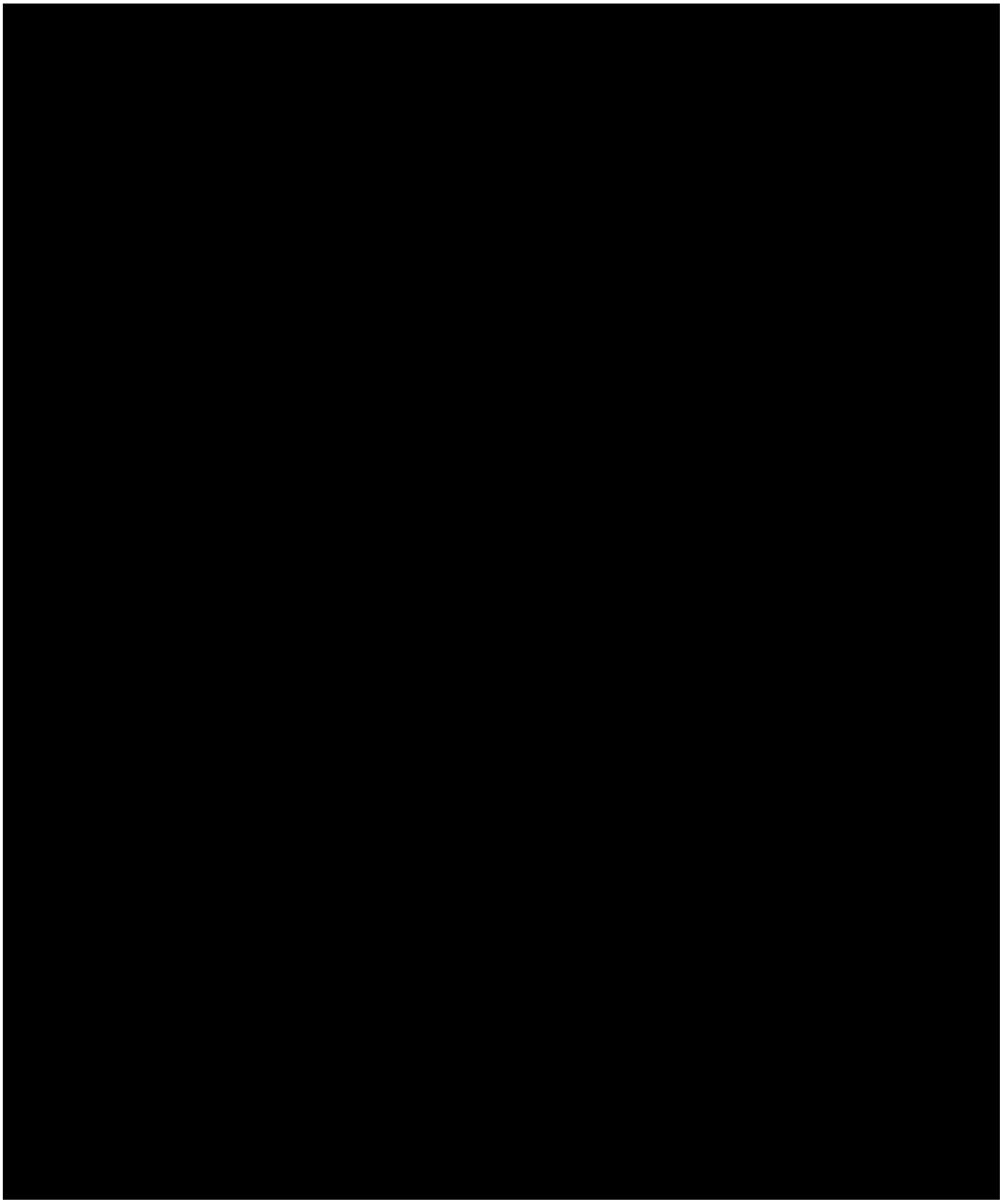
Confidential.



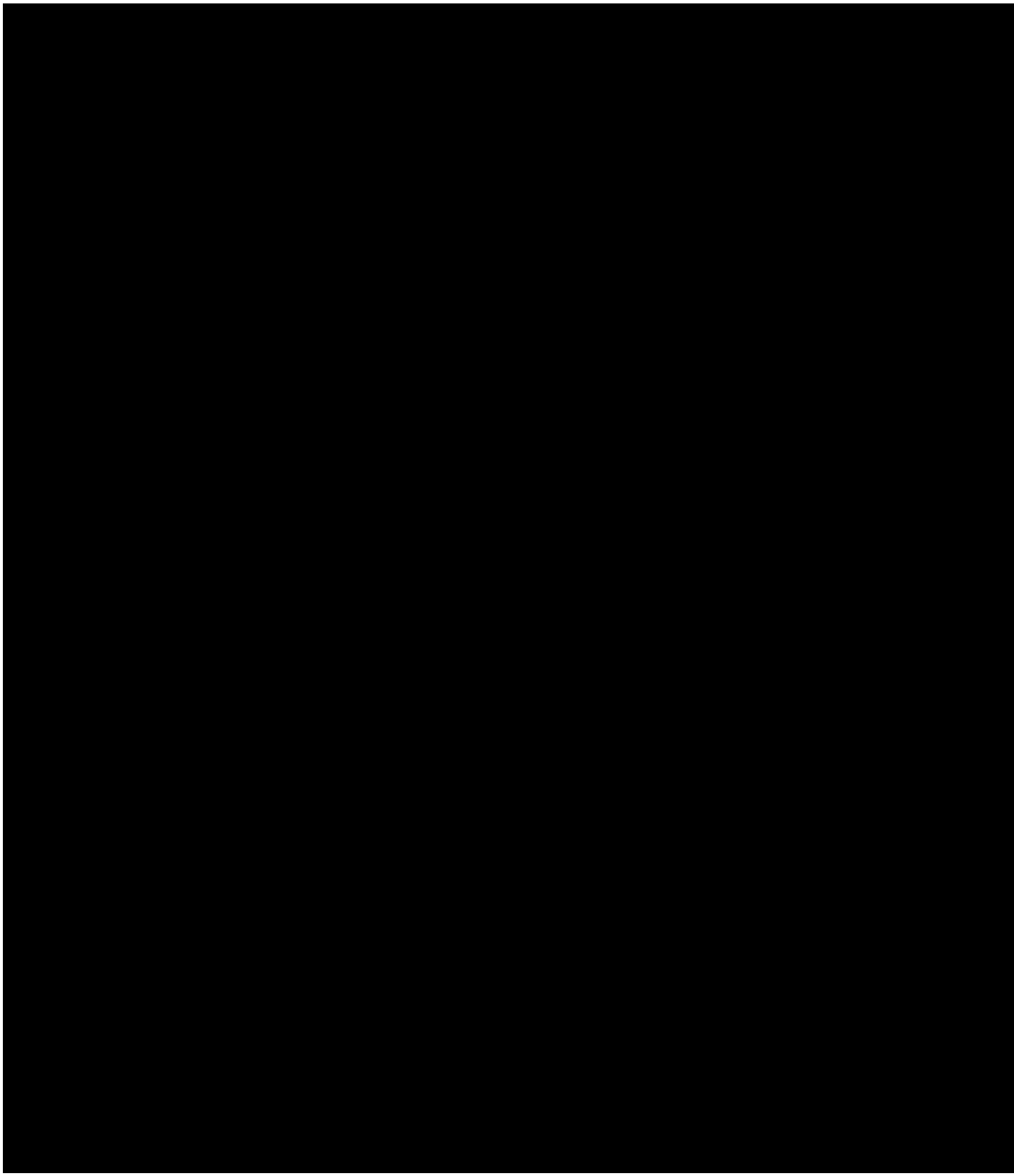
Confidential.



Confidential.



Confidential.



Confidential.



Confidential.

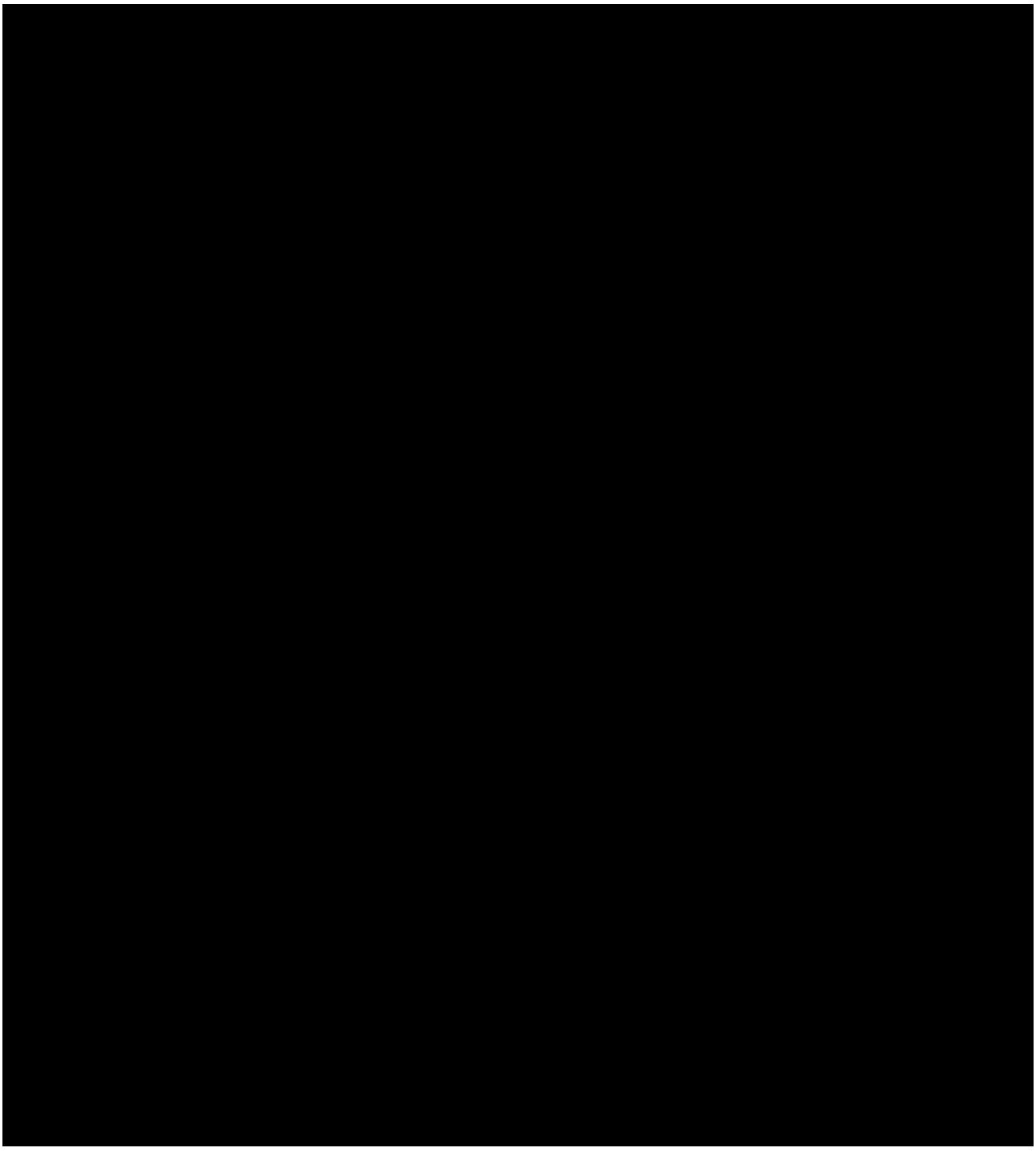
Epic Cognitive Computing Addendum

The following terms apply to the Cognitive Computing Model Library [redacted]

Payer Platform Addendum

The following provisions apply to Your use of Payer Platform.

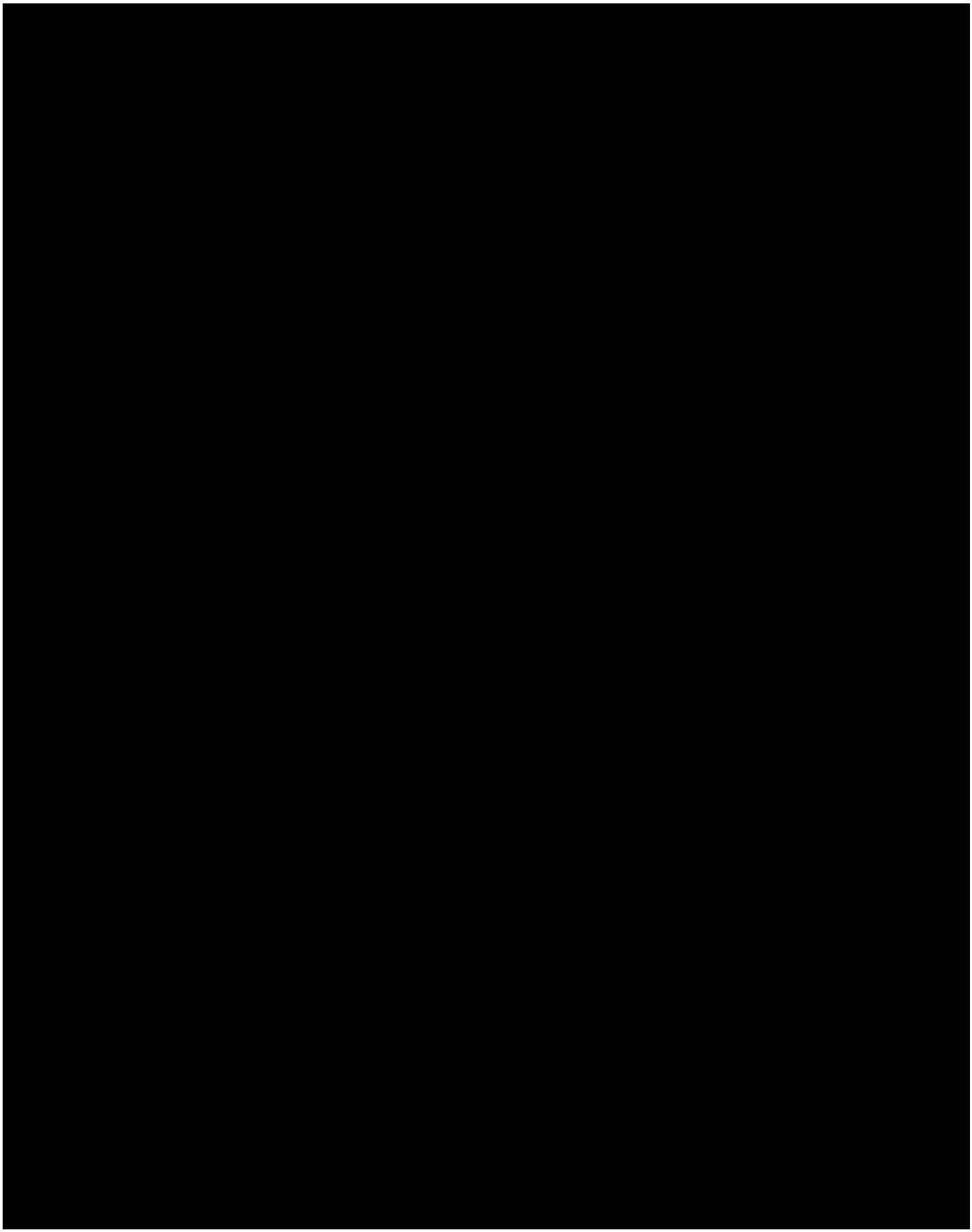
1. **Termination.** Payer Platform facilitates data exchange between healthcare providers and payers that license qualifying Epic software. You may discontinue use of Payer Platform at any time, thereby suspending data exchange connections with all other Epic customers that were facilitated by Payer Platform. If You elect to discontinue Your use of Payer Platform, You will inform Epic as soon as possible under the circumstances, but in no event more than two (2) business days thereafter.



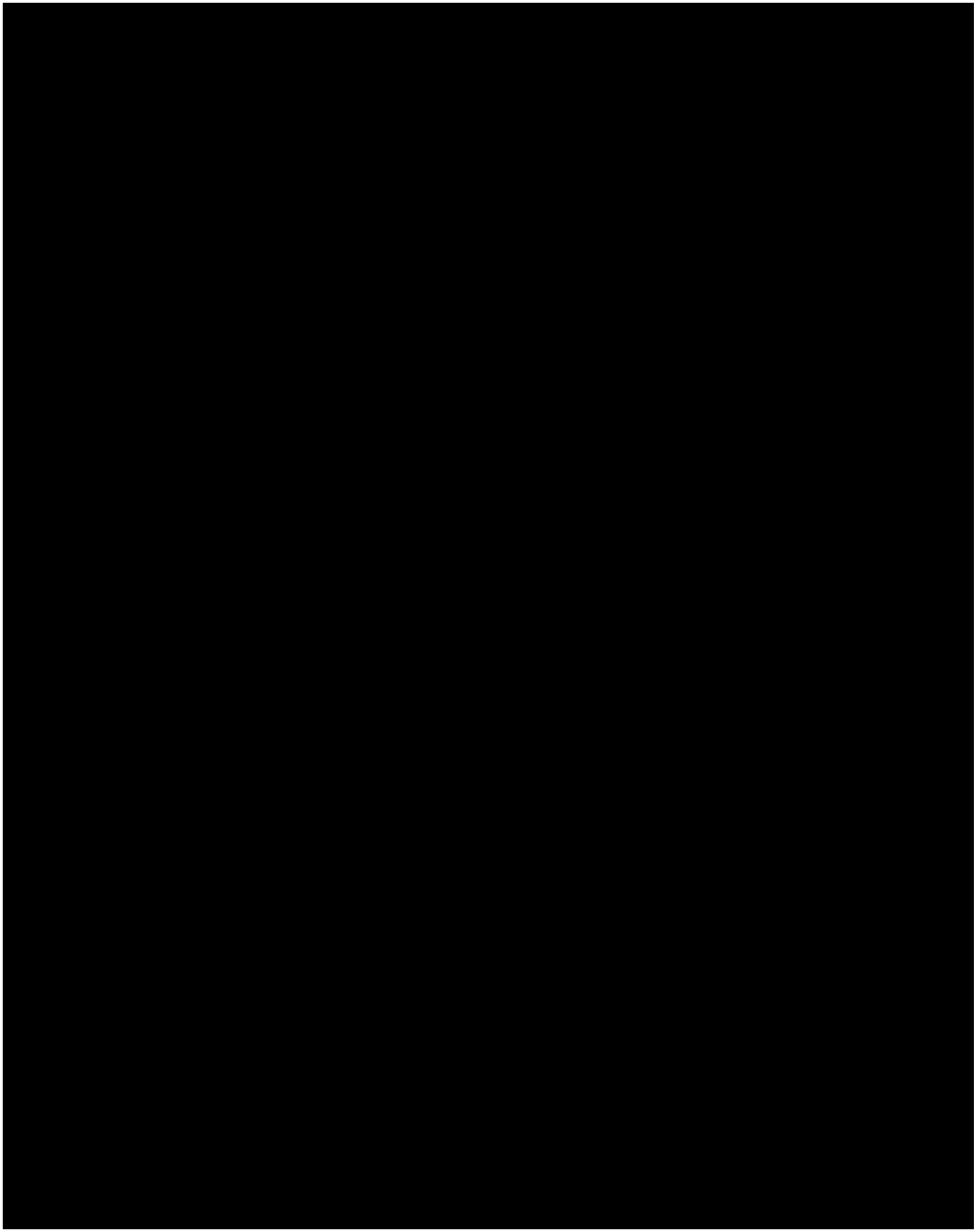
Confidential.



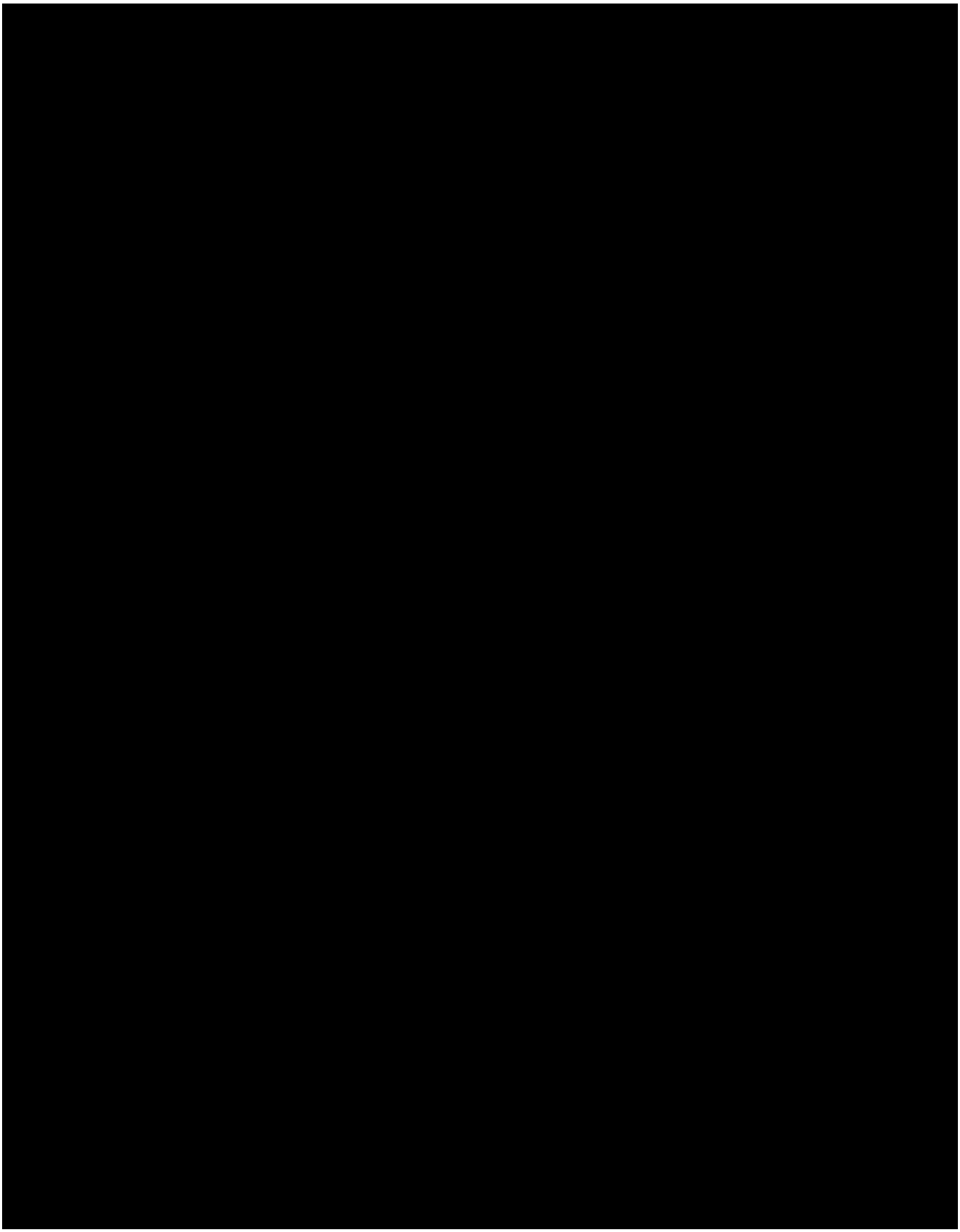
Confidential.



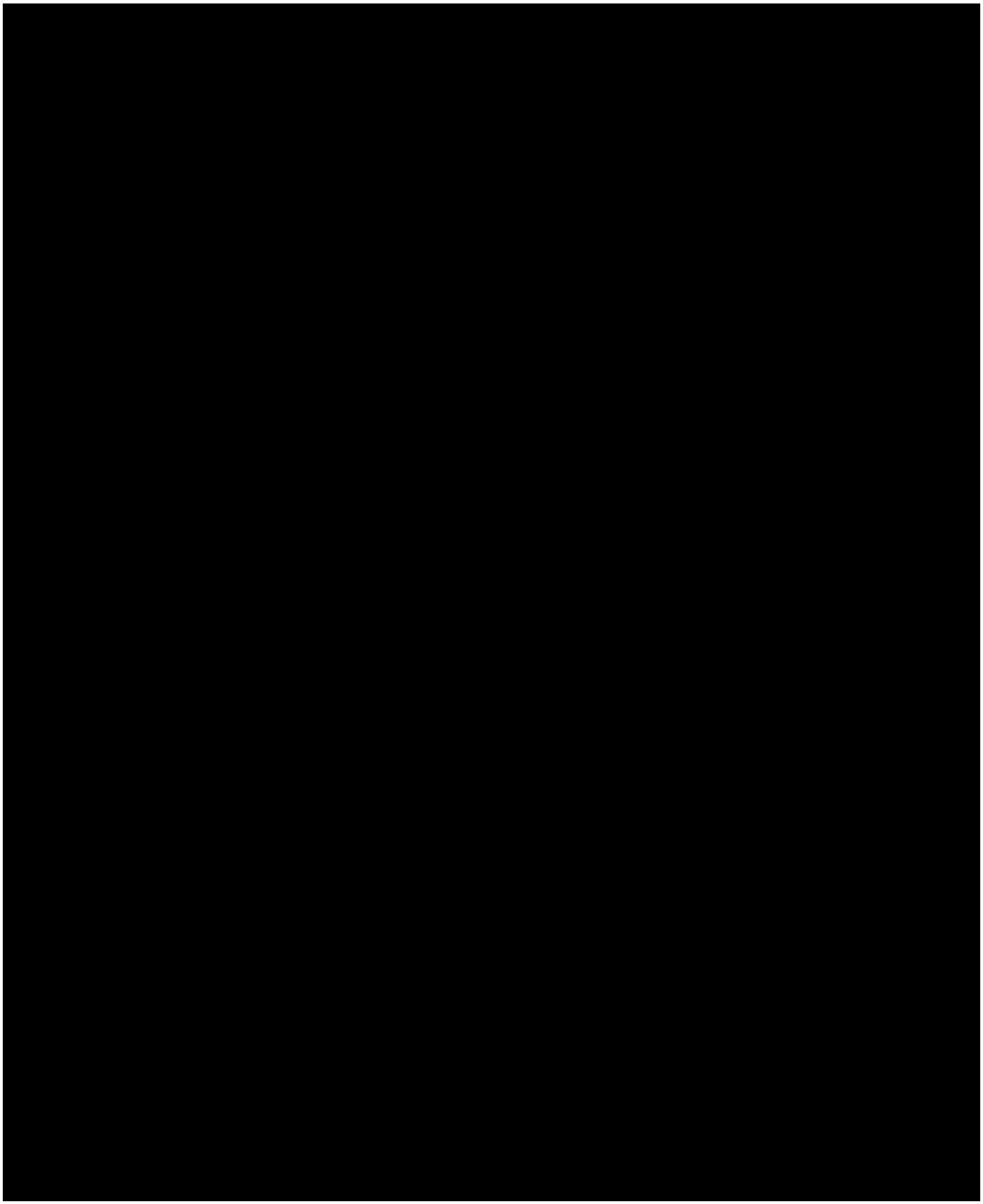
Confidential.



Confidential.



Confidential.



Confidential.



Confidential.

INTERSYSTEMS SOFTWARE ADDENDUM

A part of the software supplied to You by Epic consists of the software (either Caché or InterSystems IRIS, as applicable) from InterSystems Corporation of Boston, Massachusetts (the "InterSystems Software"). The following terms and conditions apply to the InterSystems Software license granted to You, the User, as required and authorized by InterSystems.

1. REPRESENTATION OR WARRANTIES OF INTERSYSTEMS

EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTERSYSTEMS DOES NOT MAKE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERSYSTEMS SOFTWARE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE INTERSYSTEMS SOFTWARE.

a. InterSystems hereby represents and warrants as follows:

(i) InterSystems has (a) valid title to the InterSystems Software, free of all liens, encumbrances, restrictions and claims of others, and (b) the right to license the use of such software.

(ii) Any InterSystems Software services performed hereunder or under any InterSystems Software maintenance agreement between InterSystems and Epic shall be performed by highly skilled personnel qualified to perform such services and such services shall be performed in a professional and workmanlike manner in accordance with the then prevailing standards of the computer services industry.

(iii) The InterSystems Software and its use do not and will not violate or infringe upon any currently issued United States patent or any copyright, trade secret or other property right (whether conferred by statute, code, common law, or otherwise) of any other person or entity that is valid or enforceable in the United States or in any country in which Epic now maintains or hereafter maintains any office, property or data processing services.

(iv) The InterSystems Software, as delivered by InterSystems, is free from material defects in manufacturing and materials and shall operate substantially in conformance with the Applicable Specifications relating to such InterSystems Software until thirty (30) days after the later of (a) initial delivery of the InterSystems Software to User, and (b) the date when User first uses the Epic Program Property, whether for testing, training, processing of patient data or other purpose (the "Software Warranty Period").

b. During the Software Warranty Period, InterSystems shall promptly provide, through Epic and at no charge to User, corrections, modifications or additions to the InterSystems Software in the event that Epic notifies InterSystems in writing of any substantive errors in the InterSystems Software. User shall assist Epic and, upon request, InterSystems, in identifying the circumstances in which any such substantive errors are discovered and, if requested by Epic or InterSystems, shall document the existence of the same. In no event shall InterSystems have any responsibility to correct any data base errors or errors or damages caused by or arising out of hardware defects or input errors or resulting from changes to or modifications of the InterSystems Software made by Epic or User without the express written approval of InterSystems.

c. All warranty claims or other claims pursuant to this section shall be made to InterSystems through Epic.

d. The foregoing representations and warranties are by InterSystems only. Epic makes no representations or warranties pursuant to, and Epic shall have no liability arising out of, this section.

2. INDEMNIFICATION OF INTERSYSTEMS

a. InterSystems shall, and hereby agrees to, indemnify, defend, and hold harmless User and its officers, employees, agents, and representatives, from and against any and all third-party claims, actions damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses arising out of the defense of any claim, whether proven or not) arising from or based upon a breach by InterSystems of any of its representations or warranties in Section 1(a)(i) or 1(a)(iii) above.

b. (i) The indemnities specified in Section 2(a) above shall not apply to a specific claim, action, or allegation unless User shall have provided written notice of such claim, action, or allegation to InterSystems as soon as practicable, and shall have granted InterSystems full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to the settlement thereof; provided, however, that User shall have the right to monitor, at its own expense, InterSystems' defense of any such claim, action, or allegation and, if necessary, to preclude a default judgment or other loss of rights, to file pleadings on its behalf in the event InterSystems fails to fulfill its obligation to defend User pursuant to this Section 2.

(ii) In the case of a claim based on a breach of the representation and warranty contained in Section 1(a)(iii) above, the indemnity specified in Section 2(a) shall not apply to any claim, action, or allegation (or any judgment or order related thereto) based upon: (a) the use by User of the InterSystems Software in combination with other hardware or software not supplied by InterSystems, where the use of the InterSystems Software alone is not claimed or alleged to be an infringement; (b) the modification or alteration of the InterSystems Software in a manner that is not approved by InterSystems; or (c) the failure by User to implement a release or engineer change order for the InterSystems Software issued by InterSystems and supplied to User by Epic (which release or change order does not preclude the InterSystems Software from meeting the standards specified in Section 1(b)).

c. In the event that the InterSystems Software (or any component or part thereof) becomes the subject of any claim, action, or allegation of the type specified in Section 1(a)(iii), InterSystems shall promptly use all reasonable efforts at its expense: (a) to procure for User the right to continue using the InterSystems Software (or applicable component or part thereof); or (b) if such continued use cannot be so procured, to modify it to become non-infringing; or (c) if such modification cannot be so implemented, to provide substitute hardware, software, or other products, components or parts of similar capability acceptable to and approved by User, which approval shall not be unreasonably withheld or delayed.

d. THE FOREGOING STATES THE ENTIRE OBLIGATION OF INTERSYSTEMS WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS, AND OTHER PROPRIETARY RIGHTS.

e. The foregoing indemnification is by InterSystems only. Epic makes no indemnification pursuant to, and Epic shall have no liability arising out of, this section.

3. LIMITATION OF LIABILITY

Except as specifically set forth in Sections 1 and 2 above, InterSystems shall have no liability of any kind to the User, whether direct or indirect, for any loss or damage suffered by the User or its employees, agents or representatives, or customers or patients using the facilities or retaining the services of the User, as a result of or arising out of the InterSystems Software.

The liability of InterSystems for any loss or damage directly or indirectly suffered by User as a result of any defects in the InterSystems Software or any acts of omission of InterSystems or its officers, employees, agents, or representatives hereunder shall in no event exceed any amount equal to the license fees paid or owed to InterSystems by Epic in respect of the specific InterSystems Software or services on account of which User

has suffered loss or damage. The foregoing shall not apply to claims of property damage or bodily injury or those claims based on the willful misconduct of InterSystems.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL INTERSYSTEMS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY EVEN IF INTERSYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE INTERSYSTEMS SOFTWARE OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, CUSTOMERS OR OTHER PERSONS USING THE FACILITIES OF THE USER), AND PROPERTY DAMAGE.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY

a. The InterSystems Software and related materials (including, without limitation, the System Documentation) are and shall remain, the sole property of InterSystems or one or more of its affiliates. No right to print or copy, in whole or in part, any such InterSystems Software, System Documentation or related materials is granted hereunder except as herein expressly provided. The InterSystems Software is licensed for a specific Platform (a "Platform" is a family of computers that use the same operating system and have a software compatible CPU instruction set and architecture; Platform information is available on the InterSystems' website). Except in the case of Platform Independent Licenses, a transfer fee is charged by InterSystems if the license is transferred from one Platform to another.

b. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE USER AGREES NOT TO (i) DECOMPILE, DISASSEMBLE OR REVERSE ENGINEER THE INTERSYSTEMS SOFTWARE OR (ii) USE OR DISCLOSE OR DIVULGE TO OTHERS ANY DATA OR INFORMATION RELATING TO THE INTERSYSTEMS SOFTWARE AND/OR THE TECHNOLOGY, IDEAS, CONCEPTS, KNOW-HOW AND TECHNIQUES EMBODIED THEREIN.

c. The obligations of confidentiality and non-use described in Section 4(b) above shall not be deemed to include disclosure or other use of such data or information to the extent that the User can prove the same is or becomes publicly known within the public domain (other than by acts attributable to the User or any of its officers, agents, shareholders of privately-held companies, employees or representatives). Information shall not be deemed to be in the public domain by reason of the general licensing and other commercial disposition of the InterSystems Software by InterSystems in the ordinary course of its business. The existence of a copyright notice shall not cause, or be deemed or construed as causing, the InterSystems Software or System Documentation to be published copyright work or to be in the public domain.

d. Nothing contained in this Section shall prohibit the User or any of its officers, agents, shareholders, employees or representatives from:

(i) using his or its general technical skills when not otherwise inconsistent with the terms hereof; or

(ii) disclosing data or information pursuant to any enforceable administrative or judicial order, provided, however, that the User first notifies InterSystems of the entry or existence of such order and of the User's intention to comply with its terms. Data or information shall not be deemed to be in the public domain solely by reason of any such order.

e. The User further agrees:

(i) except for back-up security purposes, not to copy, reproduce or duplicate, or allow to be copied, reproduced or duplicated, in whole or in part, the InterSystems Software, System Documentation or any related materials without the prior written consent of InterSystems;

(ii) not to provide or otherwise make available any InterSystems Software, System Documentation or related materials in any form to any other person or organization, without the prior written consent of InterSystems; and

(iii) that it will take appropriate action with its officers, agents, shareholders, employees or representatives, by instruction, agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of the InterSystems Software, System Documentation and related materials. Without limiting the generality of the foregoing, the User shall in any event devote the same degree of care to protecting the InterSystems Software and System Documentation as it devotes to the protection of its own confidential and proprietary information.

f. In the event of any breach or threatened breach of the provisions of this Section, InterSystems shall, in addition to all other rights and remedies available to it at law or in equity, be entitled to a temporary or permanent decree or order restraining and enjoining such breach and the User shall not plead in defense thereto that there would be an adequate remedy at law, it being hereby expressly acknowledged and understood that damages at law will be an inadequate remedy in the event of such a breach or threatened breach.

g. If, having complied with the foregoing provisions of this Section, the User has actual notice of any unauthorized possession, use or knowledge of any part of the InterSystems Software or physical embodiment thereof, or of the System Documentation or any other information made available pursuant to this Agreement by anyone else other than persons authorized by this Agreement to have such possession, use or knowledge, the User agrees to notify InterSystems promptly of the circumstances surrounding such unauthorized possession, use or knowledge.

h. The User shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the InterSystems Software or any related materials or System Documentation in the User's possession.

i. Subject to other restrictions contained herein, User shall have the right to grant access to the InterSystems Software to its employees. In addition, the InterSystems Software may also be used, solely to run Epic's Program Property (and not to develop or run other applications), by other organizations to whom the User provides access to Epic's Program Property, unless the providing of such access is the primary relationship between the User and other said organizations.

j. User shall use the InterSystems Software only to run the Epic Program Property or applications developed by the User to be run in conjunction with the Epic Program Property, but the primary use must be to run the Epic Program Property.

5. DEFINITIONS

For the purposes of this Addendum only, the following definitions apply to the capitalized terms as follows.

"Applicable Specifications" means, in the case of any InterSystems Software, the functional, performance and operational characteristics of such InterSystems Software as set forth in the System Documentation.

"InterSystems Software" means the computer programs (which, unless otherwise determined by InterSystems in its sole discretion, shall be in Object Code version only) licensed to You hereunder, which are more fully identified as InterSystems software in Exhibit 1 to the Epic License and Support Agreement of which this is a part, together with any enhancements and related items which InterSystems may announce while the Agreement is in effect.

”System Documentation” means the documentation, reference manuals, user guides and other standard visually readable materials relating to the InterSystems Software furnished by InterSystems to Epic and licensed to You hereunder.

“User” and “You” mean the licensee in the Epic License and Support Agreement to which this InterSystems Software Addendum is a part.

SQL Addendum

This is a software license (the "Sublicense and Limited Warranty") authorized by KBS, LLC ("KBS"), an Ohio limited liability company, with its mailing address at 6200 Oak Tree Boulevard, Suite 150, Independence, OH 44131. The KB_SQL Software ("SOFTWARE") is sublicensed by Epic to You as the end user; it is not sold. The SOFTWARE is subject to the following license terms and conditions.

1. LICENSE

1.1 Copyright

The SOFTWARE is copyrighted material. Once You have paid the required license fee, You may use the SOFTWARE for as long as You do not violate the copyright and if You follow these simple rules.

1.2 Maximum Number of Users

You may use the SOFTWARE on any computer or computer network for which it is designed so long as no more than the specified number of concurrent user(s) (see comments in Exhibit 1 to the main license agreement with Epic) use it at any one time. Your license to use the SOFTWARE allows use of the SOFTWARE both (a) by the specified number of concurrent users in a single production environment, AND, simultaneously, (b) by the specified number of concurrent users in a single shadow environment for real-time or near-real time data access and reporting. Alternatively, you may use the SOFTWARE in two shadow environments for real-time or near-real time data access and reporting, so long as You make no use of the SOFTWARE in any production environment. If Your number of concurrent users in any environment exceeds your licensed level of concurrent users, You must upgrade Your license to an appropriate number of users or pay for additional copies of the SOFTWARE. Additionally, use of the SOFTWARE for real-time or near-real time data access and reporting in more than two environments as described in this paragraph (either production and one shadow or two shadows), requires the purchase of additional copies of the SOFTWARE for each such additional environment.

1.3 Copies

You may make copies of the SOFTWARE for backup purposes and for use in non-production environments in conjunction with Epic Software. All such copies, together with the original, must be kept in Your possession or control.

For purposes of this paragraph:

1.3.1 a shadow environment is for backup purposes if the SOFTWARE gets copied to the environment only due to replication, or if the SOFTWARE is installed on the environment for disaster recovery, as long as (in either case) the SOFTWARE is not used in the shadow environment;

1.3.2 environments such as Test, Release, and Train (whether created as shadows or otherwise), in which no useful, production use of the SOFTWARE occurs, are non-production environments;

1.3.3 a shadow environment in which the SOFTWARE is used for real-time (or near real time) data access and reporting purposes (i.e., one which has the purpose or effect of load-balanced reporting) requires appropriate licensing as provided in paragraph 1.2.

1.4 Modifications

You may not make any changes or modifications to the licensed SOFTWARE, and You may not decompose, disassemble, or otherwise reverse engineer the SOFTWARE. You may not rent or lease it to others.

Confidential.

1.5 Breach of this Agreement

In the event You breach this Sublicense and Limited Warranty, Epic or KBS may, at their sole option in addition to other remedies, terminate Your right to use the SOFTWARE.

1.6 You acknowledge that you do not have the right to resell or sublicense SOFTWARE under any circumstances.

2. USING COMPILED QUERY ROUTINES

2.1 Query Routines

Compiled Query Routines that are generated by the KB_SQL compiler may be used, given away or sold without additional license or fees.

3. LIMITED WARRANTY

3.1 Distribution Media and Documentation

KBS warrants the physical distribution media (diskettes, tape, etc.) and physical documentation shipped with the SOFTWARE to be free of defects in materials and workmanship for a period of 60 days from the purchase date. If KBS receives notification within the warranty period of defects in materials or workmanship, and such notification is determined to be correct, KBS will replace the defective distribution media or documentation.

3.2 Product Returns

DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE KBS CUSTOMER SERVICE DEPARTMENT AND OBTAINED AUTHORIZATION FOR SUCH RETURN.

3.3 No Other Warranties

KBS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL EPIC HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO THE SOFTWARE OR ANY WARRANTY HEREUNDER.

3.4 Breach of this Limited Warranty

THE ENTIRE AND EXCLUSIVE LIABILITY AND REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE DISTRIBUTION MEDIA OR DOCUMENTATION AND SHALL NOT INCLUDE OR EXTEND ANY CLAIM FOR OR RIGHT TO RECOVER ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF GOODWILL, PROFIT, USE OF MONEY, DATA OR USE OF THE SOFTWARE, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGE CLAIMS, EVEN IF KBS HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KBS'S LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON EVER EXCEED THE LOWER OF SUGGESTED LIST PRICE OR ACTUAL PRICE PAID FOR THE LICENSE TO USE THE SOFTWARE, REGARDLESS OF THE FORM AND LEGAL THEORY OF THE CLAIM INCLUDING BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE ARISING OUT OF THIS SUBLICENSE AND LIMITED WARRANTY.

4. GOVERNING LAW AND GENERAL PROVISIONS

4.1 State of Ohio

This Sublicense and Limited Warranty shall be construed, interpreted and governed by the laws of the State of Ohio notwithstanding Ohio's conflict of law doctrine and any action hereunder shall be brought only in Ohio.

4.2 Choice of Forum

The parties agree that all litigation to continue or enforce this Agreement shall be brought in the United States District Court for the Northern District of Ohio (Eastern Division). The parties hereby consent to the exclusive jurisdiction of that court, and universally waive objection based on venue or inconvenient forum to litigation in that court.

4.3 Severability, Contribution, and Modification

If any provision is found void, invalid or unenforceable it will not affect the validity of the balance of this Sublicense and Limited Warranty which shall remain valid and enforceable according to its terms. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect. This Sublicense and Limited Warranty may only be modified in writing signed by You and a specifically authorized representative of KBS.

4.4 Restricted Rights Legend

Use, duplication or disclosure by the U.S. Government of the computer software and documentation in this package shall be subject to the restricted rights under DFARS 52.227-7013 applicable to commercial computer software. All rights not specifically granted in this statement are reserved by KBS.

CPT Addendum

1. This sublicense grants You the limited right, subject to the terms of this Addendum, to use content from the American Medical Association's ("AMA") ASCII or EBCDIC data file of Physicians Current Procedural Terminology published by the AMA in the English language as used in the United States, a coding work of nomenclature and codes for reporting of healthcare services ("CPT Codes") solely with the Epic Program Property that You have licensed from Epic as set forth in Exhibit 1 to Epic's License and Support Agreement with You (the "Agreement").

2. Your use of the CPT Codes under this sublicense is for non-production (e.g. training and testing) uses of the Program Property only. You agree that you will obtain a license directly from the AMA to use the CPT Codes with the Program Property for production purposes.

3. Your use of the CPT Codes under this sublicense is also limited to the number of users specified in the Agreement (see comments in Exhibit 1 for the licensed user level). If You wish to allow additional users to use the CPT Codes (beyond those specified in Exhibit 1 for non-production purposes), You may obtain a license for such additional users from Epic or the AMA.

4. You acknowledge and understand that Epic's right to obtain updated versions of the CPT Codes for non-production purposes is dependent upon Epic's continued contractual relationship with the AMA and that the price for such updated versions is subject to change. You further acknowledge and understand that You must obtain all updated versions of the CPT Codes for production uses with the Program Property directly from the AMA.

5. This sublicense is nontransferable, nonexclusive, and for the sole purpose of internal use of You in the English language within the United States and its territories.

6. You may not publish, distribute via the Internet or other public computer based information system, create derivative works (including translations), transfer, sell, lease, license, or otherwise make available to any unauthorized party the CPT Codes, or a copy or portion of the Editorial Content.

7. You may only make copies of the Program Property containing Epic-provided CPT Codes for back up or archival purposes. The CPT Codes are copyrighted by the AMA. CPT is a registered trademark of the AMA. All notices of the AMA's proprietary rights, including its trademark and copyright notices, must appear on all permitted copies.

8. You agree to ensure that anyone who has authorized access to the Program Property containing the CPT Codes complies with the terms of this Addendum.

9. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CPT CODES AS CONTAINED IN THE PROGRAM PROPERTY ARE PROVIDED BY THE AMA AND EPIC "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE AMA AND EPIC, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM PROPERTY OR THE CPT CODES OR AGAINST INFRINGEMENT. YOU ACKNOWLEDGE THAT NO EMPLOYEE OF EPIC OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CPT CODES. THE CPT CODES ARE PROVIDED WITHOUT ANY LIABILITY TO THE AMA OR EPIC. THE AMA AND EPIC SHALL NOT BE LIABLE, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOST PROFITS. THE AMA'S SOLE RESPONSIBILITY CONCERNING THE CPT CODES IS TO MAKE AVAILABLE TO EPIC REPLACEMENT COPIES OF THE CPT CODES IF THE CPT CODES ARE NOT INTACT. EPIC AND THE AMA DISCLAIM ANY LIABILITY FOR ANY**

CONSEQUENCE DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE CPT CODES. THIS PROVISION SHALL SURVIVE TERMINATION OF THE AGREEMENT AND THIS CPT ADDENDUM.

10. This sublicense will terminate if you are in default of Your obligations under this Addendum, and may be terminated upon written notice to You by Epic if You are in default of Your obligations under the Agreement.

11. The provisions of this sublicense shall be considered as severable, so that in the event a provision is determined to violate any law or is unenforceable the remainder of the provisions will remain in full force and effect.

12. U.S. Government Rights. This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North Lake St., Chicago, IL 60654. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal Procurements.

If Your use of Epic Program Property includes the ability to access such Program Property containing the CPT Codes via the Internet, then the following shall also apply:

13. You agree to use user registration technology, that is, application-level security as well as through the single-user password response security software for such Internet use of the Program Property containing the CPT Codes.

14. You will maintain appropriate procedures and technology to track the number of users and maintain server logs for audit purposes for three years following the year to which they pertain.

15. You agree to use firewall technology, such that the Program Property is behind a firewall that filters access and prevents unauthorized retrieval of Program Property containing the CPT Codes.

16. You agree to limit access to users of the CPT Codes to users in the United States.

ACC-NCDR® Registry Communication Module Addendum

The following provisions apply to Your use of the ACC-NCDR® Registry Communication Module.

I. DEFINITIONS. All capitalized terms used in this Addendum and not defined herein but defined in the Agreement shall have the meanings assigned to such terms in the Agreement.

"ACCF" means the American College of Cardiology Foundation.

"ACC-NCDR® Benchmarks" means the aggregate information derived by an ACC-NCDR® Registry from data submitted to such ACC-NCDR® Registry.

"ACC-NCDR® Registry" means any one of the supported registries maintained by the ACCF to which You may submit pertinent data using the ACC-NCDR® Registry Communication Module.

"Application Specifications" means the requirements for the data submitted to an ACC-NCDR® Registry using the ACC-NCDR® Registry Communication Module.

"Participant" means an institution or practice (or a defined and consistent grouping within such an institution or practice) that is enrolled in one or more ACC-NCDR® Registries and eligible to submit pertinent data to such registry or registries.

II. LICENSE

A. *Participant Requirement*. Each of Your or Your Affiliates' institutions or practices (or a defined and consistent grouping within such institutions or practices) (each a "Site") that accesses or uses the ACC-NCDR® Registry Communication Module must be a Participant in the ACC-NCDR® Registry or Registries to which such Site submits data, and You will limit access to the ACC-NCDR® Registry Communication Module only to such Sites. In addition, prior to Epic activating the license key for the ACC-NCDR® Registry Communication Module for use with the applicable ACC-NCDR® Registry, You will provide to Epic evidence satisfactory to Epic of such enrollment by those Sites in that ACC-NCDR® Registry to which such Sites will submit data using the ACC-NCDR® Registry Communication Module. If at any time any Site that accesses or uses the ACC-NCDR® Registry Communication Module is no longer a Participant or stops participating in an ACC-NCDR® Registry, You shall immediately provide Epic with written notice, and You shall, or shall permit Epic to, deactivate such Site's access to such ACC-NCDR® Registry. Furthermore, if at any time no Site is a Participant or is participating in any ACC-NCDR® Registries, then You shall immediately provide Epic with written notice, Your license to the ACC-NCDR® Registry Communication Module will immediately terminate, and You shall permit Epic to deactivate the ACC-NCDR® Registry Communication Module.

B. *Benchmark Data*. You will not enter the ACC-NCDR® Benchmarks into the Program Property (including without limitation the ACC-NCDR® Registry Communication Module) for reporting purposes.

C. *Updates*. You understand that the ACCF specifies the Application Specifications. If the ACCF modifies the Application Specifications You will install any upgrades to the ACC-NCDR® Registry Communication Module Epic provides to You to address the changes to the Application Specifications prior to the time the ACCF requires Participants to utilize such updated specifications to submit data. You acknowledge that if You do not upgrade to an updated ACC-NCDR® Registry Communication Module You may not be able to submit data to ACC-NCDR® Registries.

D. *Ownership.* Epic does not own any right, title, or interest in any data stored by or entered into the ACC-NCDR® Registry Communication Module.

Confidential.

III. FEES

You will pay Epic subscription fees with respect to Your use of the ACC-NCDR® Registry Communication Module with each ACC-NCDR® Registry at the then-current subscription rate as provided in the Agreement. The initial fee for use of the ACC-NCDR® Registry Communication Module with any ACC-NCDR® Registry will be due beginning on the date Epic first activates the license key for the ACC-NCDR® Registry Communication Module for use with that ACC-NCDR® Registry. Notwithstanding anything in the Agreement, subscription fees are subject to annual increases and increases due to increases in Your Licensed Volume. If Your Licensed Volume increases, any incremental subscription fees for the ACC-NCDR® Registry Communication Module will be due beginning as of the date the previous Licensed Volume was exceeded.

IV. REVISIONS TO THESE TERMS

A. *Amendment to Addendum.* Epic reserves the right to amend this Addendum in order to comply with the contractual requirements of the ACCF related to Epic's licensing of the ACC-NCDR® Registry Communication Module. Epic will provide You with written notice of any intent to amend this Addendum and the proposed amendment.

B. *Right to Terminate.* Upon receipt of a notice under Section IV.A. regarding an amendment of this Addendum, You will have fifteen (15) days to provide Epic with written notice terminating Your use of the ACC-NCDR® Registry Communication Module if You are not willing to accept the change.

V. NOTICE

The ACC-NCDR® Registry Communication Module incorporates aspects of the ACCF Specifications, including data forms, formats, definitions, codes, and codebooks, file specifications, file transfer protocols, procedural guides, application specifications, and publications and reports developed by the ACCF in support of the operation of the ACC-NCDR® Registries which are the sole and exclusive property of the ACCF.

Schmitt Pediatric Content Addendum

The Pediatric Content (hereafter defined) provided and sublicensed to You by Epic Systems Corporation ("Epic") is owned by Schmitt Pediatric Guidelines, LLC ("SPG"). Before using the Pediatric Content, You should carefully read the following terms and conditions, which apply to the sublicense of the Pediatric Content from Epic to You, as authorized by SPG. Your use of the Pediatric Content indicates Your acceptance of these terms and conditions.

1. DEFINITIONS

Any capitalized terms used herein that are not defined in this Schmitt Pediatric Content Addendum ("Addendum") but are defined in the License and Support Agreement between You and Epic ("Agreement") shall have the meaning given to such terms in the Agreement.

(A) **"Documentation"** shall mean instructions, manuals or other materials relating to the Pediatric Content that SPG makes available to their customers and/or licensees.

(B) **"Pediatric Content"** shall mean SPG's electronic data files of pediatric content (including without limitation all data contained therein) that are further described in the attached Exhibit A to this Addendum.

(C) **"Update"** means a new release or version of the Pediatric Content that contains any new or updated data, including without limitation corrections, expansions and enhancements to the Pediatric Content made by SPG. Updates will include the new release or version of the Pediatric Content and its associated Documentation.

2. GRANT OF ACCESS RIGHTS, COPYRIGHT AND RESTRICTIONS

(A) TEMPORARY TRIAL ACCESS

You are hereby granted a temporary, nonexclusive, non-transferable and limited trial license ("Trial License") to access and use the Pediatric Content only in connection with the Epic Program Property and to access and use the Documentation in connection with the Pediatric Content. The Trial License is granted for the sole purpose of permitting You to evaluate the Pediatric Content to determine whether You wish to subscribe for the Pediatric Content under a Subscription (hereafter defined). This Addendum and all applicable terms of the Agreement will apply to the Trial License granted under this Section 2(A) except payment, term and maintenance terms. You will not be obligated to pay any license, subscription or other fees to Epic unless or until the Trial License is converted to a Subscription under this Section 2(A).

The term of the Trial License begins upon delivery of the Pediatric Content to You and terminates on the later of (i) the date that You first begin live, production use of the Epic software that uses the Pediatric Content to process actual patient data or (ii) three (3) months after Epic has delivered the Pediatric Content to You (the "Trial License Period") (the later to occur of the dates indicated in (i) or (ii) is referred to as the "Conversion Date"). The Trial License will also terminate automatically prior to the Conversion Date upon any non-compliance by You with any term or condition governing the Trial License or upon Your written notification to Epic that You do not wish to convert Your Trial License to a Subscription.

You must notify Epic in writing prior to the end of the Trial License Period if You do not wish to convert Your Trial License to a Subscription. In such event, You agree to either immediately return all copies of the Pediatric Content to Epic or immediately delete all copies of the Pediatric Content then in Your possession and warrant to Epic that You have done so. If You do not provide Epic before expiration of the Trial License with both (1) notice of termination of the Trial License and (2) either return of the Pediatric Content or Your warrant that You have deleted the Pediatric Content, then Your Trial License will automatically convert to a Subscription governed by the same

terms and conditions as if You had elected to convert the Trial License, including but not limited to the payment of all fees due hereunder.

(B) GENERAL SUBSCRIPTION TERMS

Upon conversion of the Trial License to a Subscription on the Conversion Date, You will be granted a non-exclusive, non-transferable subscription ("Subscription") to access and use the Pediatric Content only in connection with the Epic Program Property, and to access and use the Documentation only in connection with the Pediatric Content, all subject to the terms and restrictions provided in this Addendum (other than terms in Section 2(A) solely applicable to the Trial License) and all applicable terms of the Agreement.

You may provide access to and the right to use the Pediatric Content and the Documentation to any person or entity who is permitted to have access to and the right to use the Epic Program Property under the Agreement and subject to the same limitations.

The initial annual subscription fees for the Subscription shall be due and payable on the Conversion Date, and subsequent annual subscription fee payments shall be due thirty (30) days prior to each anniversary of the Conversion Date. Epic may adjust the annual subscription fees from time to time.

As of the date of this Agreement, if You sublicense from Epic (pursuant to a paid, continuing license and not a trial license) one or more of the data sets of pediatric content authored by SPG (the "Schmitt Data Sets"), and the corresponding data set(s) of adult medical content authored by Thompson Adult Guidelines, Inc. (the "Thompson Data Sets"), then You will receive the then current multi-product discount on the subscription fees for the number of Concurrent Users shared in common between the applicable Schmitt Data Set(s) and the corresponding Thompson Data Set (s) You have sublicensed from Epic. Any multi-product discount will only apply so long as You continue to license both the Schmitt Data Set(s) and the corresponding Thompson Data Set(s). With respect to calculating volume for these third party data sets only, "Concurrent Users" will mean the highest total number of users at any one time who are both logged into Nurse Triage and using that third party data set.

(C) OBLIGATIONS UPON TERMINATION

If for any reason the Agreement or the Subscription is terminated (or the Trial License is terminated other than by conversion to a Subscription), You shall immediately delete all copies of the Pediatric Content then in Your possession and warrant to Epic that You have done so. The terms of Section 3 and Sections 5 through 9 of this Addendum shall survive termination of the Agreement, the Trial License or the Subscription.

3. OWNERSHIP AND PROPRIETARY RIGHTS

SPG retains ownership of all rights in the Pediatric Content and of all proprietary technology embodied therein. The Pediatric Content shall at all times remain the property of SPG, and You shall have no right, title or interest therein, except as expressly provided by this Addendum.

You may modify the Pediatric Content (including modifications to format and storage media) in order to more efficiently use the Pediatric Content. In the event of modification: (i) You shall assume full responsibility for any such new or modified content; (ii) You will maintain all copyright notices for the Pediatric Content as required below in Section 3; and (iii) SPG shall retain ownership of all copyrights and other intellectual property in the Pediatric Content.

You understand and acknowledge that SPG's rights of literary property and copyright in the Pediatric Content are reserved and retained by SPG at all times. You agree not to remove or destroy any copyright notices, confidentiality legends or proprietary markings placed upon or contained within the Pediatric Content. You may apply private labels to the names of the data sets that comprise the Pediatric Content, but in each case

You shall provide prominent credit to SPG as the author of the Pediatric Content in all written materials used to market or advertise any materials, goods, services, operations (including web pages or sites on the World Wide Web) or other items that contain all or a portion of the Pediatric Content. You may also refer to the Pediatric Content by the descriptive names set forth in Exhibit A.

4. MAINTENANCE

The maintenance program for the Pediatric Content is included with Your annual subscription fee and begins on the Conversion Date. Maintenance includes telephone consultation and assistance regarding the Pediatric Content during Epic's regular business hours and any Updates for the Pediatric Content subscribed for by You that are received by Epic for distribution to sublicensees of the Pediatric Content. You agree to submit all questions, requests for assistance and feedback regarding the Pediatric Content to Epic, and not directly to SPG or their agents. Epic will discuss Your questions, requests and feedback with SPG and provide such support to You as is appropriate and in accordance with Epic's agreement with SPG, and may forward Your questions or refer You to SPG or their agents.

5. USE OF THE PEDIATRIC CONTENT

You represent and warrant that no portion of the Pediatric Content will be used in any way by You or any of Your employees or agents unless that portion has been reviewed, amended as necessary and approved by a medical director or medical advisory panel who or which You have designated as responsible for overseeing its use. It is Your responsibility to keep the Pediatric Content up to date. Use of the Pediatric Content requires the intellect and judgment of the user. With the exception of the Parent Care/Parent Triage Guidelines and Parent Advice Topics, which might be included in the Pediatric Content (see Exhibit A to this Addendum to determine if these content sets are included in the Pediatric Content subscribed for by You), the Pediatric Content is most suitable for use by physicians and clinically experienced nurses, nurse practitioners, and physician assistants. All licensed health professionals should receive training before using the Pediatric Content, and non-licensed and non-health professionals (for example, secretaries and medical assistants) should not use the Pediatric Content.

6. DISCLAIMERS

THE PEDIATRIC CONTENT IS BEING PROVIDED AND IN EACH CASE SHALL BE PROVIDED TO YOU STRICTLY "AS IS" WITHOUT WARRANTY OF ANY KIND. UNDER NO CIRCUMSTANCES SHALL EPIC OR SPG BE RESPONSIBLE FOR THE ACCURACY, SAFETY, EFFICACY OR COMPLETENESS OF THE PEDIATRIC CONTENT. NEITHER EPIC NOR SPG MAKES ANY REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) PURSUANT TO THIS ADDENDUM AND EPIC AND SPG EACH DISCLAIM ANY WARRANTIES WITH RESPECT TO THE PEDIATRIC CONTENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM PROPERTY OR THE PEDIATRIC CONTENT. YOU ACKNOWLEDGE THAT NO EMPLOYEE OF EPIC OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY NOT IN THIS AGREEMENT. EPIC AND SPG EACH DISCLAIM ANY RESPONSIBILITY FOR ANY HARMFUL CONSEQUENCE, LOSS, INJURY OR DAMAGE ASSOCIATED WITH THE USE AND APPLICATION OF INFORMATION OR ADVICE CONTAINED IN THE PEDIATRIC CONTENT.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL SPG OR ANY OF THEIR SUPPLIERS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE THE PEDIATRIC CONTENT, EVEN IF SPG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EPIC SHALL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO THIS ADDENDUM OR USE OF THE PEDIATRIC CONTENT, AND YOU HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS THAT YOU MAY HAVE AGAINST EPIC ASSOCIATED WITH THE PEDIATRIC CONTENT OR USE OF THE PEDIATRIC CONTENT, EVEN IF EPIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

8. THIRD PARTY BENEFICIARY

SPG is an intended third-party beneficiary to this Addendum. Provisions of this Addendum are made expressly for the benefit of SPG and are enforceable by both Epic and SPG. Any unauthorized transfer or disclosure of the Pediatric Content not otherwise permitted under this Addendum may cause great harm to SPG, and You agree that in such event SPG or Epic shall have a right to injunctive relief from a court of competent jurisdiction.

9. MISCELLANEOUS

This Addendum shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws principles, and any action (whether by alternative dispute resolution or in court) arising under this Addendum shall be brought exclusively in Wisconsin. You and Epic consent to the personal jurisdiction of the state and federal courts located in Wisconsin.

The provisions of this Addendum shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Addendum to either party.

The terms and conditions in the Agreement and this Addendum state the entire agreement with You relating to the Pediatric Content, and supersede any prior agreement, whether written or oral, relating to the subject matter hereof.

EXHIBIT A

Product 1: Pediatric Telephone Triage Algorithms – After Hours Version

1. Description. Professional version written for use in call centers by nurses to manage After Hours telephone triage calls for providers or payors. Supplemented by Pediatric Care Advice designed to be shared with callers after a triage call and include the details of how to treat the symptom or problem at home. Each Pediatric Care Advice topic provides an expanded version of what the triage nurse has discussed with them in care advice.

2. Associated Deliverables: then-available topics

   Pediatric Telephone Triage Algorithms

   - Professional version written for physicians and nurses
   - Dispositions, questions and care advice can be customized

   Pediatric Care Advice

   - Written in an instructional, self-care format
   - Align with care advice given in the Pediatric Telephone Triage Algorithms
   - Written at a 6th grade health literacy level

3. Additional Sublicense Restrictions:

   - Pediatric Care Advice may be used only in connection with the Pediatric Telephone Triage Algorithms. Not sublicensed as a standalone product for printed handouts.

Confidential.

Product 2: Pediatric Telephone Triage Protocols – Office Hours Version

1. Description. Designed for use in call centers, physician practices, or clinics during daytime (office) hours. Supplemented by Pediatric Care Advice designed to be shared with callers after a triage call and include the details of how to treat the symptom or problem at home. Each Pediatric After Care Instruction topic provides an expanded version of what the triage nurse has discussed with them in care advice.

2. Associated Deliverables: then-available topics

   Pediatric Telephone Triage Protocols

   - Currently available in physician offices in book format (Publisher: American Academy of Pediatrics).

   Pediatric Care Advice

   - Written in an instructional, self-care format
   - Align with care advice given in the Pediatric Telephone Triage Algorithms
   - Written at a 6th grade health literacy level

3. Additional Sublicense Restrictions:

- Pediatric Care Advice may be used only in connection with the Pediatric Telephone Triage Protocols. Not sublicensed as a standalone product for printed handouts.

Confidential.

Exhibit B

AFTER HOURS PRICING

See Below

CONCURRENT USERS	ANNUAL COST
1	$1,500
2	$2,500
3	$3,250
4	$4,000
5	$4,750
6	$5,500
7	$6,000
8	$6,500
9	$7,000
10	$7,500
11	$7,750
12	$8,000
13	$8,250
14	$8,500
15	$8,750
16	$9,000
17	$9,250
18	$9,500
19	$9,750
20	$10,000
Each additional concurrent user beyond 20	$500

Confidential.

Thompson Adult Medical Content Addendum

The Adult Medical Content (hereafter defined) provided and sublicensed to You by Epic Systems Corporation ("Epic") is owned by Thompson Adult Guidelines, Inc. ("TAG"). Before using the Adult Medical Content, You should carefully read the following terms and conditions, which apply to the sublicense of the Adult Medical Content from Epic to You, as authorized by TAG. Your use of the Adult Medical Content indicates Your acceptance of these terms and conditions.

1. DEFINITIONS

Any capitalized terms used herein that are not defined in this Thompson Adult Medical Content Addendum ("Addendum") but are defined in the License and Support Agreement between You and Epic ("Agreement") shall have the meaning given to such terms in the Agreement.

(A) **"Documentation"** shall mean instructions, manuals or other materials relating to the Adult Medical Content that TAG makes available to their customers and/or licensees.

(B) **"Adult Medical Content"** shall mean TAG'S electronic data files of adult medical content (including without limitation all data contained therein) that are further described in the attached Exhibit A to this Addendum.

(C) **"Update"** means a new release or version of the Adult Medical Content that contains any new or updated data, including without limitation corrections, expansions and enhancements to the Adult Medical Content made by TAG. Updates will include the new release or version of the Adult Medical Content and its associated Documentation.

2. GRANT OF ACCESS RIGHTS, COPYRIGHT AND RESTRICTIONS

(A) TEMPORARY TRIAL ACCESS

You are hereby granted a temporary, nonexclusive, non-transferable and limited trial license ("Trial License") to access and use the Adult Medical Content only in connection with the Epic Program Property and to access and use the Documentation in connection with the Adult Medical Content. The Trial License is granted for the sole purpose of permitting You to evaluate the Adult Medical Content to determine whether You wish to subscribe for the Adult Medical Content under a Subscription (hereafter defined). This Addendum and all applicable terms of the Agreement will apply to the Trial License granted under this Section 2(A) except payment, term and maintenance terms. You will not be obligated to pay any license, subscription or other fees to Epic unless or until the Trial License is converted to a Subscription under this Section 2(A).

The term of the Trial License begins upon delivery of the Adult Medical Content to You and terminates on the later of (i) the date that You first begin live, production use of the Epic software that uses the Adult Medical Content to process actual patient data or (ii) three (3) months after Epic has delivered the Adult Medical Content to You (the "Trial License Period") (the later to occur of the dates indicated in (i) or (ii) is referred to as the "Conversion Date"). The Trial License will also terminate automatically prior to the Conversion Date upon any non-compliance by You with any term or condition governing the Trial License or upon Your written notification to Epic that You do not wish to convert Your Trial License to a Subscription.

You must notify Epic in writing prior to the end of the Trial License Period if You do not wish to convert Your Trial License to a Subscription. In such event, You agree to either immediately return all copies of the Adult Medical Content to Epic or immediately delete all copies of the Adult Medical Content then in Your possession and warrant to Epic that You have done so. If You do not provide Epic before expiration of the Trial License with both (1) notice of termination of the Trial License and (2) either return of the Adult Medical Content or Your warrant that You have deleted the Adult Medical Content, then Your Trial License will automatically convert to a

Confidential.

Subscription governed by the same terms and conditions as if You had elected to convert the Trial License, including but not limited to the payment of all fees due hereunder.

(B) GENERAL SUBSCRIPTION TERMS

Upon conversion of the Trial License to a Subscription on the Conversion Date, You will be granted a non-exclusive, non-transferable subscription ("Subscription") to access and use the Adult Medical Content only in connection with the Epic Program Property, and to access and use the Documentation only in connection with the Adult Medical Content, all subject to the terms and restrictions provided in this Addendum (other than terms in Section 2(A) solely applicable to the Trial License) and all applicable terms of the Agreement.

You may provide access to and the right to use the Adult Medical Content and the Documentation to any person or entity who is permitted to have access to and the right to use the Epic Program Property under the Agreement and subject to the same limitations.

The initial annual subscription fees for the Subscription shall be due and payable on the Conversion Date, and subsequent annual subscription fee payments shall be due thirty (30) days prior to each anniversary of the Conversion Date. Epic may adjust the annual subscription fees from time to time.

As of the date of this Agreement, if You sublicense from Epic (pursuant to a paid, continuing license and not a trial license) one or more of the data sets of pediatric content authored by Schmitt Pediatric Guidelines, LLC (the "Schmitt Data Sets"), and the corresponding data set(s) of adult medical content authored by TAG (the "Thompson Data Sets"), then You will receive the then current multi-product discount on the subscription fees for the number of Concurrent Users shared in common between the applicable Schmitt Data Set(s) and the corresponding Thompson Data Set (s) You have sublicensed from Epic. Any multi-product discount will only apply so long as You continue to license both the Schmitt Data Set(s) and the corresponding Thompson Data Set(s). With respect to calculating volume for these third party data sets only, "Concurrent Users" will mean the highest total number of users at any one time who are both logged into Nurse Triage and using that third party data set.

(C) OBLIGATIONS UPON TERMINATION

If for any reason the Agreement or the Subscription is terminated (or the Trial License is terminated other than by conversion to a Subscription), You shall immediately delete all copies of the Adult Medical Content then in Your possession and warrant to Epic that You have done so. The terms of Section 3 and Sections 5 through 9 of this Addendum shall survive termination of the Agreement, the Trial License or the Subscription.

3. OWNERSHIP AND PROPRIETARY RIGHTS

TAG retains ownership of all rights in the Adult Medical Content and of all proprietary technology embodied therein. The Adult Medical Content shall at all times remain the property of TAG, and You shall have no right, title or interest therein, except as expressly provided by this Addendum.

You may modify the Adult Medical Content (including modifications to format and storage media) in order to more efficiently use the Adult Medical Content. In the event of modification: (i) You shall assume full responsibility for any such new or modified content; (ii) You will maintain all copyright notices for the Adult Medical Content as required below in Section 3; and (iii) TAG shall retain ownership of all copyrights and other intellectual property in the Adult Medical Content.

You understand and acknowledge that TAG's rights of literary property and copyright in the Adult Medical Content are reserved and retained by TAG at all times. You agree not to remove or destroy any copyright notices, confidentiality legends or proprietary markings placed upon or contained within the Adult Medical

Content. You may apply private labels to the names of the data sets that comprise the Adult Medical Content, but in each case You shall provide prominent credit to TAG as the author of the Adult Medical Content in all written materials used to market or advertise any materials, goods, services, operations (including web pages or sites on the World Wide Web) or other items that contain all or a portion of the Adult Medical Content. You may also refer to the Adult Medical Content by the descriptive names set forth in Exhibit A.

4. MAINTENANCE

The maintenance program for the Adult Medical Content is included with Your annual subscription fee and begins on the Conversion Date. Maintenance includes telephone consultation and assistance regarding the Adult Medical Content during Epic's regular business hours and any Updates for the Adult Medical Content subscribed for by You that are received by Epic for distribution to sublicensees of the Adult Medical Content. You agree to submit all questions, requests for assistance and feedback regarding the Adult Medical Content to Epic, and not directly to TAG or their agents. Epic will discuss Your questions, requests and feedback with TAG and provide such support to You as is appropriate and in accordance with Epic's agreement with TAG, and may forward Your questions or refer You to TAG or their agents.

5. USE OF THE ADULT MEDICAL CONTENT

You represent and warrant that no portion of the Adult Medical Content will be used in any way by You or any of Your employees or agents unless that portion has been reviewed, amended as necessary and approved by a medical director or medical advisory panel who or which You have designated as responsible for overseeing its use. It is Your responsibility to keep the Adult Medical Content up to date. Use of the Adult Medical Content requires the intellect and judgment of the user. The Adult Medical Content is most suitable for use by physicians and clinically experienced nurses, nurse practitioners, and physician assistants. All licensed health professionals should receive training before using the Adult Medical Content, and non-licensed and non-health professionals (for example, secretaries and medical assistants) should not use the Adult Medical Content.

6. DISCLAIMERS

THE ADULT MEDICAL CONTENT IS BEING PROVIDED AND IN EACH CASE SHALL BE PROVIDED TO YOU STRICTLY "AS IS" WITHOUT WARRANTY OF ANY KIND. UNDER NO CIRCUMSTANCES SHALL EPIC OR TAG BE RESPONSIBLE FOR THE ACCURACY, SAFETY, EFFICACY OR COMPLETENESS OF THE ADULT MEDICAL CONTENT. NEITHER EPIC NOR TAG MAKES ANY REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) PURSUANT TO THIS ADDENDUM AND EPIC AND TAG EACH DISCLAIM ANY WARRANTIES WITH RESPECT TO THE ADULT MEDICAL CONTENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM PROPERTY OR THE ADULT MEDICAL CONTENT. YOU ACKNOWLEDGE THAT NO EMPLOYEE OF EPIC OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY NOT IN THIS AGREEMENT. EPIC AND TAG EACH DISCLAIM ANY RESPONSIBILITY FOR ANY HARMFUL CONSEQUENCE, LOSS, INJURY OR DAMAGE ASSOCIATED WITH THE USE AND APPLICATION OF INFORMATION OR ADVICE CONTAINED IN THE ADULT MEDICAL CONTENT.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL TAG OR ANY OF THEIR SUPPLIERS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR

INABILITY TO USE THE ADULT MEDICAL CONTENT, EVEN IF TAG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EPIC SHALL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO THIS ADDENDUM OR USE OF THE ADULT MEDICAL CONTENT, AND YOU HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS THAT YOU MAY HAVE AGAINST EPIC ASSOCIATED WITH THE ADULT MEDICAL CONTENT OR USE OF THE ADULT MEDICAL CONTENT, EVEN IF EPIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

8. THIRD PARTY BENEFICIARY

TAG is an intended third-party beneficiary to this Addendum. Provisions of this Addendum are made expressly for the benefit of TAG and are enforceable by both Epic and TAG. Any unauthorized transfer or disclosure of the Adult Medical Content not otherwise permitted under this Addendum may cause great harm to TAG, and You agree that in such event TAG or Epic shall have a right to injunctive relief from a court of competent jurisdiction.

9. MISCELLANEOUS

This Addendum shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws principles, and any action (whether by alternative dispute resolution or in court) arising under this Addendum shall be brought exclusively in Wisconsin. You and Epic consent to the personal jurisdiction of the state and federal courts located in Wisconsin.

The provisions of this Addendum shall be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of this Addendum to either party.

The terms and conditions in the Agreement and this Addendum state the entire agreement with You relating to the Adult Medical Content, and supersede any prior agreement, whether written or oral, relating to the subject matter hereof.

Exhibit A

Product 1: Adult Telephone Triage Algorithms – After Hours Version

1. Description. Professional version written for use in call centers by nurses to manage After Hours telephone triage calls for providers or payors.

2. Associated Deliverables: then-available topics

   - Professional version written for physicians and nurses
   - Dispositions, questions and care advice can be customized

Confidential.

Product 2: Adult Telephone Triage Protocols – Office Hours Version

1. Description. Designed for use in call centers, physician practices, or clinics during daytime (office) hours.

2. Associated Deliverables: then-available topics

   - Currently available in physician offices in book format (Publisher: American Academy of Pediatrics).

Confidential.

Exhibit B

AFTER HOURS PRICING

See Below

CONCURRENT USERS	ANNUAL COST
1	$1,500
2	$2,500
3	$3,250
4	$4,000
5	$4,750
6	$5,500
7	$6,000
8	$6,500
9	$7,000
10	$7,500
11	$7,750
12	$8,000
13	$8,250
14	$8,500
15	$8,750
16	$9,000
17	$9,250
18	$9,500
19	$9,750
20	$10,000
Each additional concurrent user beyond 20	$500

Confidential.

Hosting Services Agreement

This Hosting Services Agreement (the "Agreement") is made between Epic Hosting, LLC, which is located at 1979 Milky Way, Verona, Wisconsin 53593 ("Epic"); and the County of Los Angeles, a political subdivision of the State of California ("You").

BACKGROUND

You have entered into a License and Support Agreement with Epic Parent dated _____ for the license and certain services related to the Program Property (the "Epic License"). You would also like Epic to provide certain Hosting Services and other Professional Services. Epic is willing to provide You such Services based upon the terms and conditions set forth in this Agreement.

Epic and You agree as follows:

1. DEFINITIONS

The definitions provided on Appendix A (Definitions) apply to this Agreement.

2. RIGHTS GRANTED

a. **Services.** Epic grants You (including all administrative divisions, departments, and offices that are a part of You, if and to the extent permitted under the Epic License) a non-exclusive, limited right during the Term to access and use the Hosting Services in the United States and for Permitted Use Outside of the United States, subject to the terms of this Agreement. You may allow Your Users to access and use the Hosting Services in accordance with the preceding sentence and with You having the same responsibility to Epic for Your Users' actions and omissions as if they were Your actions or omissions. This Agreement does not give You any license or right to access or use or to allow others to access or use the Hosting Services other than as expressly set forth in this Agreement.

b. **Technical Support.** Epic will provide You with technical support for the Hosting Services during the Term as described in Exhibit 5 (Technical Support for Hosting Services).

c. **Your Stored Materials.** You grant Epic the right to use, process, store and transmit Your Stored Materials during the Term in accordance with this Agreement, [redacted]

3. SERVICES SPECIFICATIONS

a. **General.** Epic will provide the Hosting Services in accordance with the Services Specifications. The Services Specifications describe the infrastructure components (hardware and software) and environments Epic will provision and maintain; the specifications for the data centers (primary and secondary) for the hosted environments; certain Professional Services (e.g., administration and management of the Hosting Services) to be performed by Epic, as well as the types and quantities of system resources to be provided by Epic; and other functional and technical requirements applicable to the Hosting Services. The pricing provided on Exhibit 1 (Hosting Pricing Terms) is based upon the Services Specifications. You agree that use of the Hosting Services in a manner inconsistent with the Services Specifications may adversely impact the performance of the Services and may result in additional fees. [redacted]

[redacted]

b. **Changes to Services Specifications**. Epic may make changes or updates to the Services Specifications from time to time in its sole discretion including with respect to infrastructure, security, technical configurations and application features. However, Epic agrees that it will not make any changes to the Services Specifications during the Term that would materially degrade the quality of the Hosting Services [redacted] and have a material adverse impact on Your organization.

4. TERM AND TERMINATION

a. **Term and Renewal.** By execution of this Agreement, You have contracted for the Initial Term. Provided that You are not in material breach of the Agreement, You may, at Your option and upon no less than one hundred eighty (180) days' written notice to Epic prior to expiration of the Initial Term, extend the Term [redacted] (the "Renewal Term"), which shall be subject to the Applicable Terms. You may exercise the renewal option only after You have requested and received the Applicable Terms. Upon Your request up to eighteen (18) months in advance of the expiration of the Initial Term, Epic will provide the pricing and terms that would apply to the Renewal Term (the "Applicable Terms"). [redacted] This Agreement and Your and Your Users' rights to access and use the Hosting Services (subject to the Applicable Termination Transition Period described in Subsection 4(e) (Effect of Termination)) will continue until the end of the Initial Term or any renewal period (including, the Renewal Term, if applicable), unless terminated earlier as provided in this Section 4 (Term and Termination) or as expressly provided elsewhere in this Agreement.

b. **Termination for Cause.** A party (the "Notifying Party") may terminate this Agreement if the other party (the "Breaching Party") materially breaches its obligations and does not cure the breach within sixty (60) days of receipt of notice from the Notifying Party. The notice will be provided in the manner specified in Section 12 (Notice), will reference this Subsection 4(b) (Termination for Cause) or state it is a notice of material breach of the Agreement, and will describe the breach in sufficient detail to permit the Breaching Party to cure the breach. Termination of the Epic License or the Maintenance Program under the Epic License also will terminate this Agreement pursuant to this Subsection 4(b) (Termination for Cause); [redacted]

c. **Termination Upon Bankruptcy, Insolvency and the Like.** Subject to applicable bankruptcy and insolvency laws, if either party (i) ceases the active conduct of business; (ii) voluntarily becomes subject to a bankruptcy or insolvency proceeding under federal or state statute; (iii) has filed against it an involuntary petition for bankruptcy that is not dismissed within sixty (60) days of filing and as applicable stops paying for the Services or providing the Services and otherwise meeting the obligations as provided in this Agreement; (iv) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (v) winds up or liquidates its business, voluntarily or otherwise, then the other party may, at its sole option, terminate this Agreement immediately, subject to transition rights (including as described in Subsection 4(e) (Effect of Termination) as mutually agreed to by the parties to assure in accordance with Epic's standard practices an orderly transition of operations and services back to You or a third party and payment of all Epic charges.

d. [redacted]

e. **Effect of Termination.** If the Agreement is terminated by the expiration of the Initial Term or a renewal period in accordance with Subsection 4(a) (Term and Renewal) [redacted], or by Epic due to Your uncured material breach, then, upon Your request to Epic prior to termination by notice in accordance with Section 12 (Notice), the "Applicable Termination Transition Period" will be up to [redacted] days after the effective date of termination. However, for termination by Epic due to Your uncured material breach, if You could not reasonably be expected to complete a conversion to a replacement vendor or self-hosting within such [redacted] days, taking into consideration preliminary actions You reasonably should have and could have taken (if any) following notice of the breach from Epic, then upon Your request to Epic prior to termination by written notice in accordance with Section 12 (Notice), the Applicable Termination Transition period will be extended [redacted] while You are so actively converting.

[redacted] In the event of termination of this Agreement for any reason, You will remain liable to Epic for all amounts accrued prior to such termination, as well as during the Applicable Termination Transition Period.

[redacted]

[redacted]

f. **Survival.** The following terms will survive termination: Subsections 3(b) (Changes to Services Specifications) and 4(e) (Effect of Termination), Sections 5 (Payments) and 6 (Confidential Information), Subsections 8(f) (Limitations) and 8(g) (Exclusion of Representations and All Other Warranties), Sections 9 (Limitations of Liability) – 14 (Availability of Records), and Section 16 (Miscellaneous), and the terms of any exhibits, amendments, Change Orders or other standard forms prepared by Epic and signed by You to the extent provided in such exhibits and agreements or covering similar subject matter to other surviving terms.

5. PAYMENTS

a. **Fees.** You agree to pay fees for Hosting Services and Professional Services as set forth in this Agreement, including any hourly fees agreed to by the parties under this Agreement, which shall be due as incurred. The initial Hosting Services fees are set forth on Exhibit 1 (Hosting Pricing Terms). Hosting Services fees are subject to annual increases after the [redacted] months following the Effective Date [redacted] and to other increases in accordance with the Agreement (including Exhibit 1 (Hosting Pricing Terms)). [redacted] Epic will inform You at least ninety (90) days prior to any increase in the Hosting Services fees taking effect. [redacted]

The Professional Services fees for Epic's administration of the Hosting Services as described in Exhibit 2 (Services Specifications for Hosting Services) and Epic's technical support services described as included in Exhibit 5 (Technical Support for Hosting Services) are included in the fees for the Hosting Services in Exhibit 1 (Hosting Pricing Terms). Fees for other Professional Services (including any services Epic may perform with respect to Non-Hosting Errors) are chargeable separately at Epic's then-standard rates. Epic's current standard rates for Professional Services are listed on Exhibit 4 (Epic Hourly Rates), and will not increase during the first twelve (12) months following the Effective Date. [redacted]

b. **Payment Date; Interest.** You will pay Epic all Uncontested Amounts by thirty (30) days after the invoice date, or if later, by the date specified on the invoice or in this Agreement. [redacted] Interest will accrue for overdue Uncontested Amounts at the lesser of one percent (1%) per month or the maximum rate allowed by law. If any Uncontested Amount is more than sixty (60) days overdue, Your non-payment will be a material breach of this Agreement, and Epic may, with [redacted] notice to You and notwithstanding anything else in this Agreement, restrict Your access to the Hosting Services to read only access [redacted]; if any Uncontested Amount remains unpaid after ninety (90) days, Epic may provide You with a backup copy of a

then-current version of Your Data to permit You to find another provider of hosting services; and if any Uncontested Amount remains unpaid after one-hundred twenty (120) days, Epic may [redacted] suspend Your access to the Hosting Services [redacted]. These rights are in addition to any other rights Epic may have under this Agreement, including all termination rights.

c. **Taxes.** Except for taxes based on or measured by Epic's net income and taxes levied on Epic employees' wages, all taxes (including sales, use, excise, property, and similar taxes) arising out of this Agreement or otherwise related to the Hosting Services (including all taxes related to access or use of the Hosting Services by Your Users or to any other software or services under the Epic License) will be Your responsibility. If Epic pays or is required to pay any such taxes (or related penalties or interest), You will promptly reimburse Epic. You have advised Epic that You are tax-exempt from Federal excise taxes. You will substantiate any tax-exempt status by providing Epic with evidence satisfactory to the relevant tax authorities. At Epic's reasonable request, You also will provide other relevant documentation, confirm Your payment of taxes, or facilitate Epic's collection of taxes. If Your tax status changes, You will promptly inform Epic by an email to finance@epic.com.

d. **Out-of-Pocket Expenses.** All travel and other reasonable out-of-pocket expenses sustained by Epic under this Agreement are due as incurred [redacted]. Epic will work with You to coordinate travel and will take other reasonable steps to minimize the costs of travel, in accordance with the travel policies attached as Exhibit 8 (Epic Travel Policies) of the Epic License. Epic will request, and You will approve travel in writing in advance, and all travel expenses will be in accordance with the travel policies attached as Exhibit 8 (Epic Travel Policies) of the Epic License. If You are more than sixty (60) days past due in paying Uncontested Amounts of reimbursable expenses, Epic may require You to prepay expenses.

6. CONFIDENTIAL INFORMATION

a. **Confidentiality.** Each party understands and agrees that the Hosting Confidential Information of the other party contains certain confidential information protected by operation of law and this Agreement. Consistent with that understanding and to protect the rights of the other party:

i. Epic will not disclose Your Hosting Confidential Information, except: (A) as required by law or court order; (B) in response to a government (including any duly authorized regulatory or law enforcement authority) investigation, inquiry, or similar process; (C) as permitted by this Agreement in connection with Epic's performance of its obligations or exercise of its rights under this Agreement; (D) with Your written consent, including as provided in this Agreement; or (E) to an Owned Entity in connection with Epic's or such Owned Entity's performance of obligations or exercise of rights under an agreement with You; and

ii. You will not disclose Epic Hosting Confidential Information, except: (A) as required by law or court order; (B) in response to a government (including any duly authorized regulatory or law enforcement authority) investigation, inquiry, or similar process; (C) as permitted by this Agreement in connection with Your performance of Your obligations or exercise of Your rights under this Agreement; or (D) with Epic's written consent, including as provided in this Agreement. In addition, You will limit access to the Hosting Services to Your Users in the United States and for Permitted Use Outside of the United States.

If either party is required under Subsection 6(a)(i)(A) or (B) or 6(a)(ii)(A) or (B) above to disclose the other party's Hosting Confidential Information, to the extent the disclosing party is permitted to do so, the disclosing party will use reasonable efforts to provide the other party with prior written notice of such required disclosure and reasonably cooperate with the other party to limit such disclosure[redacted]. The obligations in the

previous sentence will not apply in the event of a non-public government investigation, inquiry, or similar process; and in such an event, the disclosing party will take reasonable steps to maintain the confidentiality of the disclosed information, e.g., by seeking a protective order and otherwise maintaining confidential treatment of submitted materials where applicable. Epic and You will each require (either through inclusion in a written agreement with such individuals or policies that apply to them) that its personnel maintain the confidentiality of the other party's Hosting Confidential Information and use it only within the scope of their duties.

b. **Ownership.** As between Epic and You, Epic Hosting Confidential Information will remain the sole and exclusive property of Epic. As between Epic and You, Your Hosting Confidential Information will remain Your sole and exclusive property. Neither party will have any interest in, nor any right to use (including, without limitation, any use resulting in disclosure to any third party) the other party's Hosting Confidential Information except as specifically provided for by this Agreement or as otherwise permitted and specified by separate written agreement executed by both parties hereto. However, the direction and priority of Epic's development and enhancement of the Hosting Services are often influenced by the insights of Epic customers. Therefore, You agree that provisions regarding ownership and confidentiality of Your Hosting Confidential Information and Your Data will not restrict Epic in any way from using or disclosing any information concerning Epic's hosting infrastructure and services and internal tools that Epic uses to provide the Hosting Services to You. For the avoidance of doubt, the information described in the preceding sentence will not include any Protected Health Information.

c. **Agents**. Each party will ensure that its employees, agents, subcontractors and consultants (subject to Subsection 9(e) (Third Party Assistance) of the Epic License) will (i) be permitted access to the other party's Hosting Confidential Information only as necessary to perform this Agreement or, for a party's employees, to make proper use of same within the scope of the individual's employment duties in connection with the party's performance of obligations and exercise of rights under this Agreement, and (ii) have executed a confidentiality agreement prior to receipt of such information, or are otherwise bound by a written obligation to maintain the confidentiality of Hosting Confidential Information, no less restrictive than that contained in this Agreement, and subject to the other terms of this Agreement.

d. **Business Associate Exhibit.** To address the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations, the parties agree to the terms of Exhibit 8 (Business Associate Exhibit).

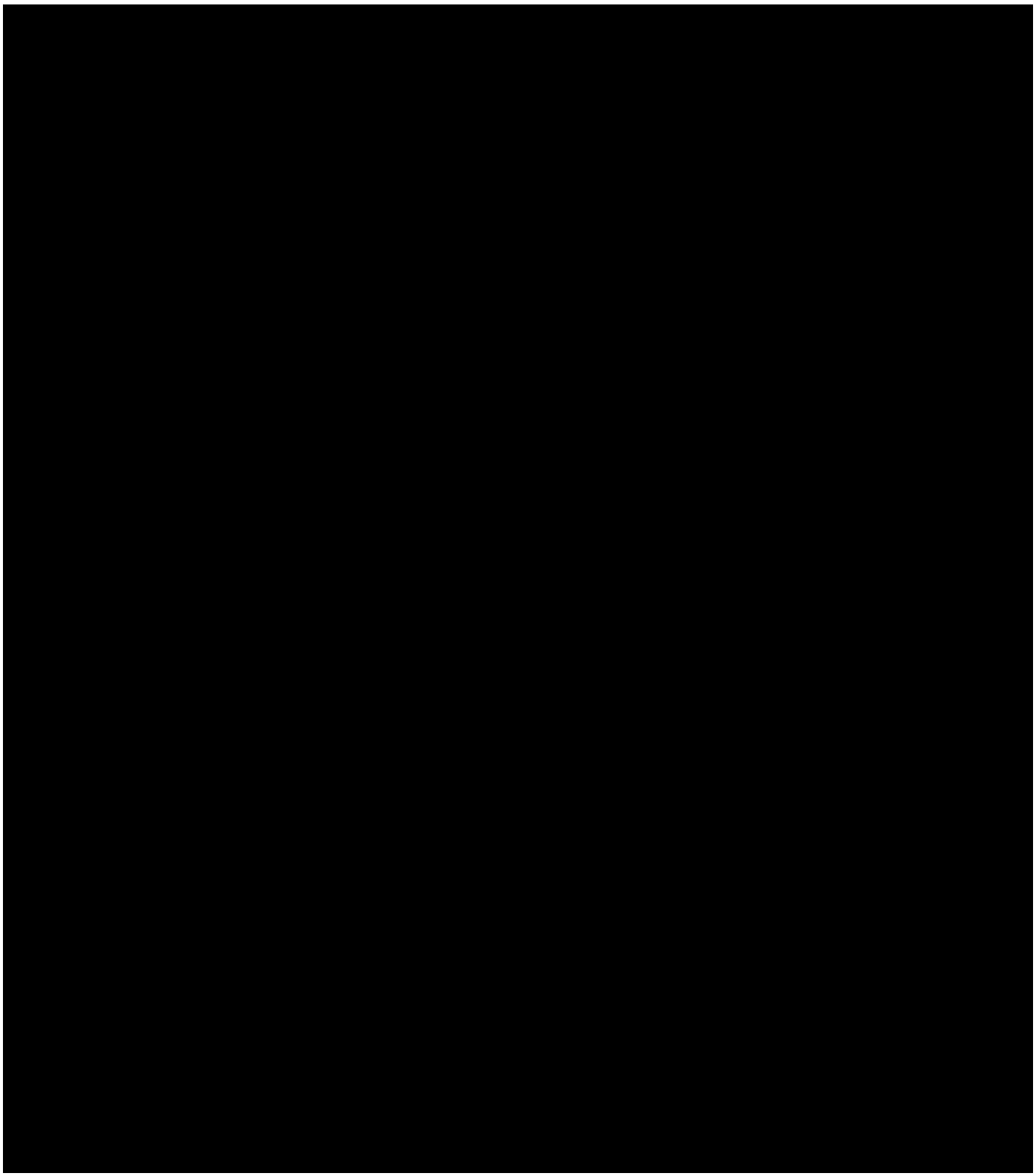
e.

f.



7. SECURITY

a. **Epic's Information Security Program.** Exhibit 9 (Epic Hosting Information Security Practices) sets forth an overview of Epic's Information Security Practices as of the Effective Date. Epic will at all times during the Term implement and maintain a written information security program that employs administrative, technical, and physical measures/safeguards with the following capabilities:



[redacted]

c. **Hosting Services Audit.** Epic has provided You with a copy of its most recent Service Organization Control 2 Report ("SOC 2 Type II Audit"). Epic will use commercially reasonable efforts to obtain, at least annually, an audit similar to such SOC 2 Type II Audit performed by a qualified, independent, and certified auditor using a generally accepted objective and comprehensive (with respect to the Hosting Services and information security program) audit standard, such as the SOC 2 standard, or its successors, the ISO 27000 series, or its successors, or HITRUST, or its successors. [redacted]

[redacted]

8. REPRESENTATIONS, WARRANTIES, AVAILABILITY AND RESPONSE TIME

a. **Professional Services Warranty.** Epic warrants that it will perform its Professional Services in a competent, professional, and workmanlike manner [redacted]

[redacted]

[redacted]

b. **Hosting Services.** Provisions related to the availability of the Hosting Services are provided in Exhibit 6 [redacted] and provisions related to [redacted] the Program Property used by You through the Hosting Services are provided in Exhibit 7 [redacted] You understand and agree that (i) the Hosting Services are provisioned for use in the United States, (ii) Your Users accessing the Hosting Services for Permitted Use Outside of the United States may experience variable availability and application response times as a result of the non-U.S. access, and (iii) Epic will have no responsibility under this Agreement, including under Exhibits 6 [redacted] and 7 [redacted], for any availability, response time, or security issues related to non-U.S. access.

[redacted]

f. **Limitations.** EPIC DOES NOT GUARANTEE THAT (A) THE PROVISION OF THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT EPIC WILL CORRECT ALL ERRORS IN THE HOSTING SERVICES, (B) THE HOSTING SERVICES WILL OPERATE IN CONNECTION WITH YOUR STORED MATERIALS AND WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY EPIC, OR (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS [redacted]

[redacted] YOU ACKNOWLEDGE THAT EPIC DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET, AND THAT THE HOSTING SERVICES WILL BE SUBJECT TO LIMITATIONS INHERENT IN THE USE OF THE INTERNET, ESPECIALLY GIVEN THAT EVEN PRIVATE DEDICATED NETWORK CONNECTIONS ARE DEPENDENT ON INTERNET CONNECTIVITY (FOR THE PURPOSE OF ILLUSTRATION BUT NOT LIMITATION, IF AN EVENT SUCH AS A NATURAL DISASTER OCCURS THAT INTERFERES WITH THE CONNECTIVITY OF A CIRCUIT, THE HOSTING SERVICES MAY BE AFFECTED). EPIC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS [redacted]. EPIC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR DAMAGES OF ANY KIND RELATED TO THE PERFORMANCE, SECURITY, OR GENERAL OPERATION OF THE HOSTING SERVICES THAT ARISE FROM ANY OF YOUR USERS' ACTS OR OMISSIONS (INCLUDING VIOLATIONS OF THE ACCEPTABLE USE GUIDELINES IN EXHIBIT 5 (TECHNICAL SUPPORT FOR HOSTING SERVICES)), YOUR STORED MATERIALS, YOUR HARDWARE, THIRD PARTY CRIMINAL ACTS [redacted], OR THIRD PARTY CONTENT. THIS SUBSECTION 8(f) (LIMITATIONS) IS NOT INTENDED TO AND WILL NOT LIMIT: (1) EPIC'S SECURITY OBLIGATIONS UNDER THIS AGREEMENT; (2) EPIC'S OBLIGATIONS TO PROVIDE TECHNICAL SUPPORT UNDER EXHIBIT 5 (TECHNICAL SUPPORT FOR HOSTING SERVICES); OR (3) YOUR RIGHT TO RECEIVE SERVICE CREDITS PURSUANT TO EXHIBIT 6 [redacted] OR EXHIBIT 7 [redacted], IN EACH CASE SUBJECT TO SUCH EXHIBITS AND THIS AGREEMENT.

g. **Exclusion of Representations and All Other Warranties.** THE EXPRESS LIMITED REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE EXCLUSIVE. EPIC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, AND WARRANTIES AGAINST INFRINGEMENT (WITHOUT LIMITING EPIC'S OBLIGATION UNDER SUBSECTION 11(a) (INDEMNIFICATION BY EPIC)) AND INTERFERENCE WITH ENJOYMENT. NO EPIC EMPLOYEE OR ANY OTHER PARTY IS AUTHORIZED TO MAKE A WARRANTY OR REPRESENTATION NOT IN THIS AGREEMENT.

9. LIMITATIONS OF LIABILITY

a. **DISCLAIMER; CAP. THE TERMS IN THIS SECTION 9 (LIMITATIONS OF LIABILITY) APPLY WHETHER THE LIABILITY ARISES OUT OF OR RELATES TO THE SERVICES OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOSS OF BUSINESS, PROFIT OR REVENUE (OTHER THAN AMOUNTS OWED FOR THE SERVICES), ANTICIPATED SAVINGS, GOODWILL, OR REPUTATION, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR THEY OTHERWISE WERE FORESEEABLE. EPIC'S TOTAL LIABILITY WILL**

NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO ANY BREACHES OF YOUR UNSECURED PROTECTED HEALTH INFORMATION (AS DEFINED IN 45 C.F.R. SUBPART D) THAT ARISE, OCCUR, OR COMMENCE DURING A SECURITY DEFAULT PERIOD, THE FEES PAID BY YOU TO EPIC FOR THE SERVICES UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED. MOREOVER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE [redacted] FEES PAID BY YOU TO EPIC FOR THE SERVICES UNDER THIS AGREEMENT IN THE EIGHTEEN (18) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED.

THE LIMITATIONS SET FORTH IN THIS SUBSECTION 9(A) (DISCLAIMER; CAP) WILL NOT APPLY TO:

(I) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTIONS 11(A) (INDEMNIFICATION BY EPIC) AND 11(B) (INDEMNIFICATION BY YOU) OF THIS AGREEMENT;

(II) [redacted]

(III) YOUR OBLIGATIONS TO EPIC FOR ALL FEES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT (INCLUDING FEES THAT EPIC MAY CHARGE PURSUANT TO THIS AGREEMENT FOR USE OF THE SERVICES BEYOND ANY RESTRICTIONS OR LIMITATIONS SET FORTH IN THIS AGREEMENT).

b. **Relationship to Epic License; Third Party Beneficiaries.** The Hosting Services are being provided under this Agreement to host the Program Property licensed to You by Epic Parent under the Epic License. Except as provided in this Subsection 9(b) (Relationship to Epic License; Third Party Beneficiaries) and the last sentence of Subsection 10(a) (Subcontracting), nothing in this Agreement is intended to amend or modify any of the rights, obligations, agreements or undertakings contained within the Epic License nor modify any of the limitations contained therein. The provision of Services under this Agreement is governed exclusively by this Agreement and not the Epic License, even if the Services under this Agreement are performed by Epic Parent. Any breach under this Agreement by either party, and all liability of Epic, Epic Parent, and You arising out of or relating to unauthorized use or disclosure of Your Hosting Confidential Information or Epic Hosting Confidential Information, will be governed exclusively by this Agreement and not any otherwise applicable terms of the Epic License. Epic is responsible for any such liability of Epic Parent and Epic Parent is a third party beneficiary of the provisions of this Subsection 9(b) (Relationship to Epic License; Third Party Beneficiaries). Except as provided in the preceding sentence, this Agreement does not create any third party beneficiary.

c. **Force Majeure.** Neither party is liable for delay in performance or nonperformance caused by a Force Majeure Event. The period for performance will be deemed extended to reflect such delay or as otherwise agreed by the parties. [redacted]

[redacted]

d. **Timing of Actions.** Neither party will commence a Claim in arbitration or court for a matter arising out of or relating to this Agreement, the Services, or any other services, software, materials, reports, or other information provided by Epic more than [redacted] after the cause of action first arose. [redacted]

10. SUBCONTRACTING AND ASSIGNMENT

a. **Subcontracting.** Subject to the further applicable terms of this Subsection 10(a) (Subcontracting), Epic has subcontracted and may subcontract any Services to be performed under this Agreement to Epic Parent or any of its Owned Entities at any time. Epic also has subcontracted and may subcontract such Services to a third party provider of products or services (e.g., public cloud or other infrastructure as a service providers, software licensors like Microsoft or an application presentation tier provider, infrastructure, hardware or storage providers, security monitoring services, and telecommunications companies) at any time. Epic is responsible to You for the work performed by its subcontractors to the same extent as it is for Epic's own work. All relevant terms of this Agreement, including Section 6(a) (Confidentiality), apply to subcontractors in the same manner as they apply to Epic. As between You and Epic, any source code, object code, and associated documentation provided to You by the subcontractor (including Epic Parent) pursuant to this Agreement will be owned by Epic, may be removed from Your Epic hosted environments at Epic's discretion, and will be subject to all applicable confidentiality and use restrictions as if such code or documentation had been provided by Epic. Epic may provide the subcontractor with a copy of those sections of this Agreement with which the subcontractor must comply. If the subcontractor needs access to Your Hosting Confidential Information to perform the subcontracted Services, then Epic may provide such access if the subcontractor agrees in writing to comply with the same or substantially similar restrictions that apply to Epic under this Agreement with respect to such information. In addition, You agree that Epic Parent may disclose Your Data (as such term is defined in the Epic License) to Epic in connection with Epic Parent's or Epic's performance of obligations or exercise of rights under an agreement with You.

b. **Transfer and Assignment by Epic.** Epic may assign this Agreement either to an Owned Entity or as part of the acquisition of substantially all of Epic's assets by another entity. Upon any assignment by Epic, the assignee must agree in writing to the assignment and the Agreement's terms. Epic will remain liable for Epic's obligations under this Agreement if the assignee fails to satisfy them. [redacted]

c. **Transfer and Assignment by You**. You may assign this entire Agreement [redacted] either to an Owned Entity or as part of the acquisition of substantially all of Your assets by another entity provided that in either case, the assignee must be a hospital or physician organization, must not be an Epic competitor, and must agree in writing to the assignment and the Agreement's terms. You will be liable for the obligations under this Agreement if the assignee fails to satisfy them. You will not assign, transfer, delegate, sublicense, or timeshare Your right to use the Hosting Services or this Agreement, in part or in whole, other than as expressly provided in this Agreement. Any attempt to do so, whether by You or on Your behalf, is void.

[redacted]

11. INDEMNIFICATIONS

a. **Indemnification by Epic.** Epic will defend or settle, indemnify, and hold harmless Your Indemnitees from any third-party Claim brought against them to the extent: (1) it is a Claim of infringement of a patent, copyright, or trademark, or misappropriation of a trade secret [redacted], in each case enforceable in the United States; (2) it is based on the Hosting Services in the form provided to You by Epic and Your use of such Hosting Services in accordance with this Agreement; and (3) it is not based on use of the Hosting Services in combination with other hardware or software [redacted]. You will promptly notify Epic in writing of the Claim, provide Epic with the information reasonably required for its defense, and grant Epic exclusive control over its defense and settlement [redacted]. If such a Claim is or Epic becomes aware that it may be brought, Epic may [redacted]:

   i. procure the right for You to continue to use the applicable Hosting Services that are the subject of the Claim (including as may be modified or replaced as described below), or

   ii. modify, replace, or remove the applicable Hosting Services or a portion of the Hosting Services such that the resulting Hosting Services have substantially similar or better capabilities;

   or, if Epic determines that none of the foregoing is technically feasible or commercially reasonable,

   iii. terminate this Agreement and refund any unused, prepaid fees that You may have paid under this Agreement.

   This Subsection 11(a) (Indemnification by Epic) states the entire liability and obligation of Epic to Your Indemnitees arising out of or relating to infringement or misappropriation of intellectual property rights.

b. **Indemnification by You.** You will defend or settle, indemnify, and hold harmless Epic Indemnitees from any third-party Claim brought against any Epic Indemnitee if (i) it is a Claim alleging that Your Stored Materials infringe any patent, copyright, or trademark, or misappropriate a trade secret, in each case enforceable in the United States, or (ii) it is a Claim arising out of Your or any of Your User's use or inability to use any of the Services, including if caused by Epic Indemnitee negligence. [redacted]

[redacted]

[redacted] To the extent applicable, You will obtain Epic's prior written consent to any settlement or judgment in which You agree to any action or forbearance by an Epic Indemnitee, finding of fault of an Epic Indemnitee, or defect in the Services.

[redacted]

12. NOTICE

a. **General.** Notice required under this Agreement must be in writing, delivered by reputable overnight courier, by U.S. mail via registered, certified or overnight delivery and return receipt requested, or by personal delivery, and addressed to:

If to Epic:

President
Epic Hosting, LLC
1979 Milky Way
Verona, WI 53593

with a copy to:

LegalNotices@epic.com

or to such other address and e-mail address as Epic may designate by notice to You; and

If to You:

Julio Alvarado
Director, Contract Administration and Monitoring
Department of Health Services
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

with a copy to:

Patrice Salseda
Principal Deputy County Counsel
Health Services Division
Office of the County Counsel
500 West Temple Street, Room 602
Los Angeles, CA 90012

and, as to any notices required to be provided to You under Exhibit 8 (Business Associate Exhibit), with additional copies sent via encrypted email (which may be through use of Epic's then-current email platform's native encryption capabilities or a reasonable equivalent) to:

helpdesk@dhs.lacounty.gov
CISO-CPO_Notify@lacounty.gov
jzito@dhs.lacounty.gov
mcortez@dhs.lacounty.gov
vharatounian@dhs.lacounty.gov

or to such other address as You may designate by notice to Epic.

b. **Invoices.** Invoices should be sent by e-mail to:

ROng@dhs.lacounty.gov and AGezalian@dhs.lacounty.gov

or to such other e-mail address as You may designate by e-mail to finance@epic.com.

All invoices must include, at a minimum, the following information: (i) name and address of Epic; (ii) invoice number; (iii) description of the item or services to which the invoice relates; and (iv) dollar amount of the fees then due. Upon request by You, invoices and payments of invoices will be submitted using an electronic method agreed upon between You and Epic. All payments hereunder will be made in United States dollars.

c. **Payments.** Payments should be made payable to Epic Hosting, LLC and sent to:

Epic Hosting, LLC
Bin 88065
Milwaukee, WI 53288-0065

or to such other address as Epic may designate by notice to You.

13. RESTRICTION ON OFFERS OF EMPLOYMENT

Epic staff receive specialized training to prepare for success in supporting customers. Throughout their careers, they are provided with ongoing training to help them grow in their roles and increase the value of their contributions across the customer community. If individual customers hire away Epic staff, it endangers Epic's ability to provide services for the community.

Therefore, Epic and You will not solicit, discuss prospective employment with, or hire (directly as employees or indirectly) any employee of the other party, except with the other party's prior written consent. The restriction in the previous sentence applies during an individual's employment with the other party and for twelve (12) months following such employment, and only to employees who have worked on the provision or support of Epic hosting services. Epic may choose not to work with or train former Epic staff hired in violation of this Section 13 (Restriction on Offers of Employment).

14. AVAILABILITY OF RECORDS

To the extent 42 U.S.C. § 1395x(v)(1)(I) (as amended) and regulations promulgated thereunder apply, until the expiration of four (4) years after furnishing services and/or products under this Agreement, Epic will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents, and records of Epic that are necessary to certify the nature and extent of the costs for which You seek reimbursement. In addition, if Epic carries out its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, such subcontract will contain a similar clause allowing access to the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.



16. MISCELLANEOUS

a. **Dispute Resolution.**



(iii) *Governing Law, Forum, and Jurisdiction*. This Agreement will be governed and interpreted under [redacted] without reference to its conflicts of laws principles, and any action (including by arbitration, if applicable) arising out of or relating to this Agreement will be brought exclusively in [redacted] Provided the action is brought in accordance with this Subsection 16(a) (Dispute Resolution), Epic and You consent to the personal jurisdiction and venue of the state and federal courts (and arbitration, if applicable) located in [redacted]

b. **Title, Risk of Loss, Shipment and Product Return.** Title to the On Site Equipment will remain with Epic at all times. The risk of loss to the On Site Equipment lies with You. You will be responsible for the On Site Equipment and agree to insure the On Site Equipment for full value. On Site Equipment will be returned to Epic at the end of the Applicable Termination Transition Period and must be in the same condition as when You received it from Epic, except for normal wear and tear. You agree to pay Epic all standard charges for repair, replacement, or refurbishment, if needed, for damage to the On Site Equipment during the Term.

c. **Severability.** The provisions of this Agreement will be severable, so that if any provision is found unenforceable, it and related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. However, severability will not apply if it materially changes the benefit of this Agreement to either party.

d. **No Waiver; No Course of Conduct.** Failure to enforce a provision of this Agreement will not bar future enforcement. The parties' conduct will not be used to interpret this Agreement.

e. **Purchase Orders.** Epic accepts Your purchase orders only for accounting convenience. Purchase order terms, other than those in a Change Order or other standard form prepared by Epic and signed by You, will not amend this Agreement or otherwise constitute an agreement between the parties.

f. **Entire Agreement.** The appendices, exhibits, and addenda (if any) to this Agreement (which are incorporated herein by reference), and fully executed Change Orders and all other standard forms prepared by Epic and signed by You (such as electronic signature authorizations and maintenance window request forms), are part of this Agreement. Except as expressly provided in another written agreement between You and Epic or an Epic Owned Entity, this Agreement is the entire understanding between the parties on its subject matter. Any amendment must be in writing and agreed to by a duly authorized representative of each party.

g. **Independent Contractors; No Joint Employers.** Epic and You are independent contractors and not each other's agents. Epic and You are not joint employers of the other's employees and do not have the right to share or codetermine the essential terms and conditions of employment for the other's employees.

h. **Escalation.** Both You and Epic wish to work together effectively and to resolve issues as they may arise. If either party has concerns about the Hosting Services or any other issues under this Agreement, each party has the right to escalate the issue through the other party's organization if the issues are not resolved in a timely manner. The goal of escalation is to resolve the specific issue as quickly as reasonably possible. At each stage of this process, the individuals occupying the positions below, or their functional equivalents, will discuss and attempt to resolve the issue. These discussions may occur by telephone, videoconference, or in person. Escalation at each step of this process will occur based on a determination that the existing level of involvement by the other party cannot resolve or is not satisfactorily resolving the problem (or, if You wish, You may escalate each stage automatically after a specified number of business days). Except as otherwise provided in Exhibit 5 (Technical Support for Hosting Services) for concerns related to Epic's response times for reported Service Errors, the escalation path is as follows:

Epic:	You:
Technical Coordinator	LA Health Services Director of Enterprise Clinical Services (ECS)
Director of Hosting Operations	LA Health Services Chief Information Officer (CIO)
President of Epic	LA Health Services Deputy Director Clinical Affairs and Population Health

i. **Interpretation; Authorization; Counterparts.** Headings in this Agreement will not affect the interpretation of this Agreement. In this Agreement, the words "include" and "exclude" and their variants are not words of limitation, and examples are for illustration and not limitation. In addition, all references in this Agreement to Epic's standard rates mean those rates Epic normally charges at such time to its similarly situated customers for the applicable Services. Moreover, all references in this Agreement to the "United States" mean the fifty (50) states and the District of Columbia. Each party represents that the individual signing on its behalf is authorized to bind the party. This Agreement and its incorporated documents may be signed on paper or electronically and may also be signed in counterparts.

[Signature Page Follows]

THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE EFFECTIVE DATE.

COUNTY OF LOS ANGELES		**EPIC HOSTING, LLC**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

APPENDIX A

DEFINITIONS

1. "Change Order" means the form attached to this Agreement as Exhibit 3 (Change Order – Hosting Services) or such appropriate substitute form designated by Epic.
2. "Claim" means all claims, demands and actions, and all associated liabilities, damages, refunds and costs, including settlements and reasonable costs and attorney's fees.
3. "Contested Amount" means the amount of an Epic charge that You dispute in good faith in a written notice describing the dispute and provided to Epic by the due date, so long as You have paid all undisputed amounts then due.

[redacted]

5. "ECI" has the meaning set forth in the Epic License.
6. "Effective Date" means the date that You sign this Agreement.
7. "Epic Hosting Confidential Information" means, except as provided below, all information concerning the Services, including the functionality, operation, benchmarks, security, use, implementation, and support of the Hosting Services and the terms of this Agreement. [redacted] "Epic Hosting Confidential Information" excludes information: (a) generally available to the public without fault by You; (b) rightfully known by You non-confidentially before Epic first provides You access to such information; (c) independently developed by You without use of any Epic Hosting Confidential Information; or (d) rightfully obtained by You from a third party with the right to disclose it non-confidentially. For the sake of clarity, Epic Confidential Information (as that term is defined in the Epic License) is governed exclusively by the Epic License and is not Epic Hosting Confidential Information.
8. "Epic Parent" means Epic Systems Corporation, a Wisconsin corporation, which is located at 1979 Milky Way, Verona, WI 53593.
9. "Force Majeure Event" means circumstances beyond the reasonable control of You or Epic, including acts of God (including fire, flood, earthquakes, etc.), acts of a common enemy, war, actual or threatened terrorism, third party criminal acts [redacted], civil disturbance, embargo, any law or governmental regulations, labor dispute, or network outages.
10. "Hosting Confidential Information" means Your Hosting Confidential Information or Epic Hosting Confidential Information, as applicable given the context.
11. "Hosting Services" means the Epic hosting services defined in the Services Specifications or ordered by You pursuant to an Epic-prepared order form. Hosting Services do not include any Professional Services.
12. "Indemnitees" means the applicable party to this Agreement and its Owned Entities, and its and their employees, officers, directors and contractors. Your Indemnitees also include Your Users.
13. "Initial Term" has the meaning provided in Exhibit 1 (Hosting Pricing Terms).

14. “Item” has the meaning provided in the Epic License.

15. “M Operating Environment” means the M operating environment software as initially identified either on Exhibit 1 to the Epic License or on Exhibit 1 (Hosting Pricing Terms) to this Agreement if Exhibit 1 (Hosting Pricing Terms) expressly provides that the M operating environment software is included in the Hosting Services, or such other operating environment software that Epic may specify from time to time.

16. “Maintenance Program” has the meaning provided in the Epic License.

17. “Most Recent Version” means the most recent release of the particular Item. If You are operating the most recent release, including subsequent special updates to that release, then You will be deemed to be operating the Most Recent Version.

18. “On Site Equipment” means the Epic-owned hardware installed at Your site(s) to provide You with the Services under this Agreement.

19. “Owned Entity” means an entity that (a) directly or indirectly owns or controls more than fifty percent (50%) of the applicable party, or (b) is more than fifty percent (50%) owned or controlled, directly or indirectly, by the applicable party or an entity described in clause (a).

20. “Permitted Use Outside of the United States” means isolated [redacted] end-user remote access to the Hosting Services by Your United States-based physicians temporarily traveling abroad (e.g., on vacation or for a work conference) who require such access to treat their patients located in the United States, provided that You exercise good faith in limiting any such access for the temporary circumstance and, where possible in permitting such access, You do so through a VPN connection or other similar secure method. “Permitted Use Outside of the United States” [redacted]

21. “Preceding Version” means the second or third most recent version of an Item released to You.

22. “Production Environment” means the primary production M Operating Environment database containing the live production version of Your Data and the corresponding servers and other equipment provided as part of the Hosting Services (as further described in this Agreement), hosted by Epic, and necessary to deliver the Hosting Services to You. The Production Environment does not include any other additional environments that may be hosted by Epic as part of the Hosting Services, including test, development, training, reporting, or MyChart nor does it include any corresponding databases, servers or equipment associated with such environments.

23. “Professional Services” means Epic’s administration of the Hosting Services as described in Exhibit 2 (Services Specifications for Hosting Services) and Epic’s technical support services under Exhibit 5 (Technical Support for Hosting Services), together with any other Professional Services described in Exhibit 4 (Epic Hourly Rates) that are provided to You by Epic and ordered pursuant to Epic’s then-standard Change Order form for such purposes.

24. “Program Property” has the meaning provided in the Epic License.

25. "Security Default Period" means the applicable period of time where any of the following has occurred: (a) any period in which You are not in compliance with one or more of Your Security Obligations; (b) any period for which You indicate in Your self-evaluation that You were not in compliance with one or more of Your Security Obligations; (c) any calendar quarter for which You fail to submit a self-evaluation of Your compliance with Your Security Obligations in accordance with Subsection 11(c) (Security Indemnification); and (d) any calendar quarter for which You submit an incomplete, false, or otherwise inaccurate self-evaluation of Your compliance with Your Security Obligations.

26. "Security Obligations" means (a) with respect to You, the Security Guidelines (as defined in Exhibit 5 (Technical Support for Hosting Services) and including all requirements of Exhibit 10 (Your Organization's Responsibilities for Information Security)) that were in effect on the first day of the applicable calendar quarter for purposes of Subsection 11(c) (Security Indemnification), and (b) with respect to Epic, the obligations set forth in Subsection 7(a) (Epic's Information Security Program) (including the requirements of Exhibit 9 (Epic Hosting Information Security Practices)). The Security Guidelines and the requirements of Exhibit 9 (Epic Hosting Information Security Practices) may be updated by Epic from time to time.



27. "Services" means, collectively, both the Hosting Services and the Professional Services.

28. "Services Specifications" means the document attached as Exhibit 2 (Services Specifications for Hosting Services) to this Agreement as updated in accordance with Section 3 (Services Specifications) of this Agreement.

29. "Standup of Non-Production Systems" means the date that the copy for the build environment is first made available directly to Your analysts (at which point it becomes known as Your proof of concept environment).

30. "Stored Materials" means any data (including Your Data), content, software, code, routines, or other similar materials that You or one of Your Users stores on servers owned or controlled by Epic.

31. "System Performance Credit" means the amount that is equal to one-thirtieth (1/30) of Your monthly Hosting Services fees during the calendar month for which Your CIO requests the credit.

32. "Technical Go-Live" is the environment live date prior to Your first go-live, which occurs when the production system is first made available to You to begin loading the first live/real data into Your production system. Technical Go-Live typically occurs three (3) to four (4) months prior to the date You have planned for Your first go-live event.

33. "Term" means the Initial Term and any extensions in accordance with Subsection 4(a) (Term and Renewal). Any Applicable Termination Transition Period will be considered to be within the Term.

34. "Uncontested Amount" means an amount charged by Epic to You that is not then a Contested Amount.

35. "Update" means a release of or patch to an Item (with error corrections, enhancements, or extensions) that Epic Parent generally makes available free of charge to its similarly situated customers that are then participating in the Maintenance Program under a written agreement with Epic Parent.

36. "Your Data" means data that meets all the following criteria: (a) the data belongs to You or Your Users, and (b) the data is or was stored by You or Your Users on Epic-owned or controlled servers in accordance with the terms of this Agreement during the Term.

37. "Your Hosting Confidential Information" means, except as provided below, all Your Data stored using the Program Property hosted by Epic as part of the Hosting Services, Your Protected Health Information (as defined in Exhibit 8 (Business Associate Exhibit)), and Your confidential information concerning Your business strategies, operations, and finances. "Your Hosting Confidential Information" excludes information that: (a) is generally available to the public without fault by Epic; (b) is rightfully known by Epic non-confidentially before Epic's first access to such information from You; (c) is independently developed by Epic without use of any Your Hosting Confidential Information; (d) is rightfully obtained by Epic from a third party with the right to disclose it non-confidentially; (e) relates to the identity of Program Property or other third party software that You are using with the Hosting Services, the types and configuration of hardware or operating systems on which the Program Property or Hosting Services is operated, the identity of software or hardware systems with which the Program Property interfaces for You, or any customization relating to the Hosting Services; or (f) an Epic Owned Entity has expressly agreed with You to host pursuant to separate terms as part of a specific product offering (e.g., Cosmos).
38. "Your User" means any individual or entity that is permitted to access the Program Property under the Epic License.

Hosting Services Agreement - List of Exhibits

EXHIBIT	DESCRIPTION
1	Hosting Pricing Terms
2	Services Specifications
3	Form of Change Order
4	Hosting Standard Hourly Rates
5	Technical Support for Hosting Services
6	[redacted]
7	
8	Business Associate Exhibit
9	Epic Hosting Information Security Practices
10	Your Responsibilities for Information Security

Exhibit 1 – Hosting Pricing Terms

1. Hosting Services Fees

a. An initial base fee for Hosting Services of $157,900 per month applies beginning on the [redacted] Effective Date.

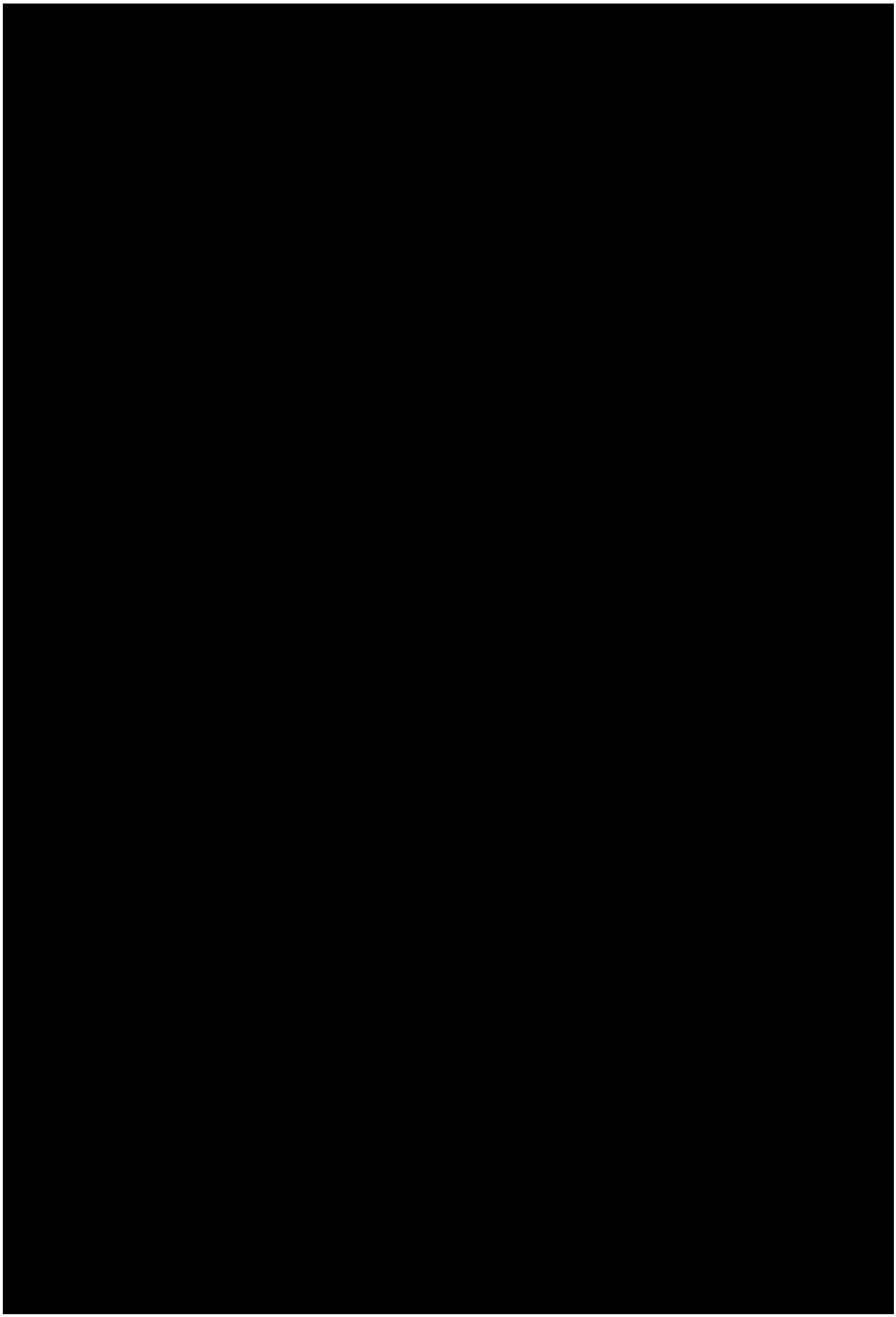
b. In addition to the base fee for Hosting Services, a connection fee for Hosting Services also applies [redacted]

[redacted]

2. Assumptions

a. The "Initial Term" means the period beginning on the Effective Date and ending on the earlier of sixty (60) months after the Technical Go Live or ninety (90) months after the Effective Date.

[redacted]



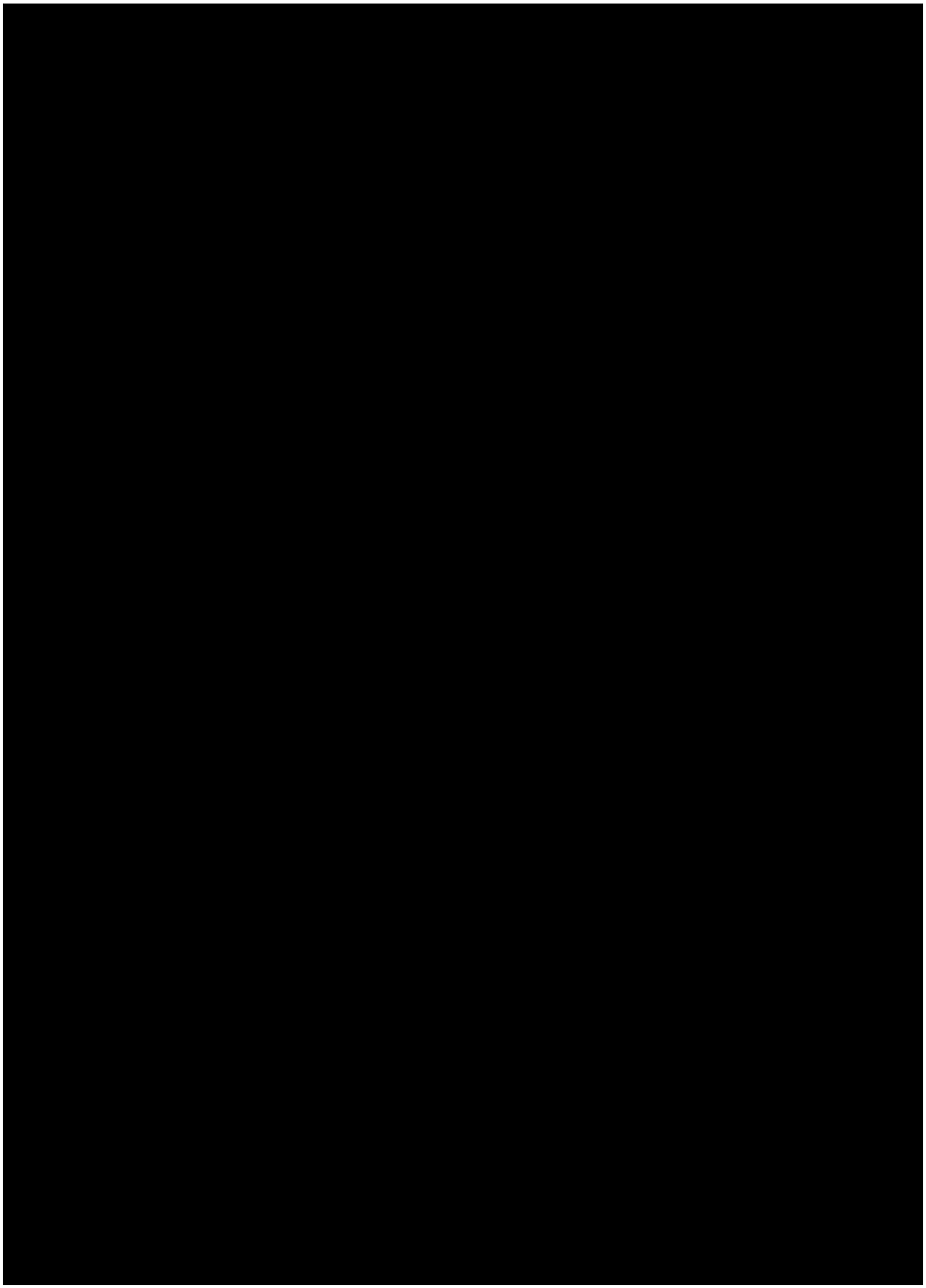


Exhibit 2

Services Specifications for Hosting Services

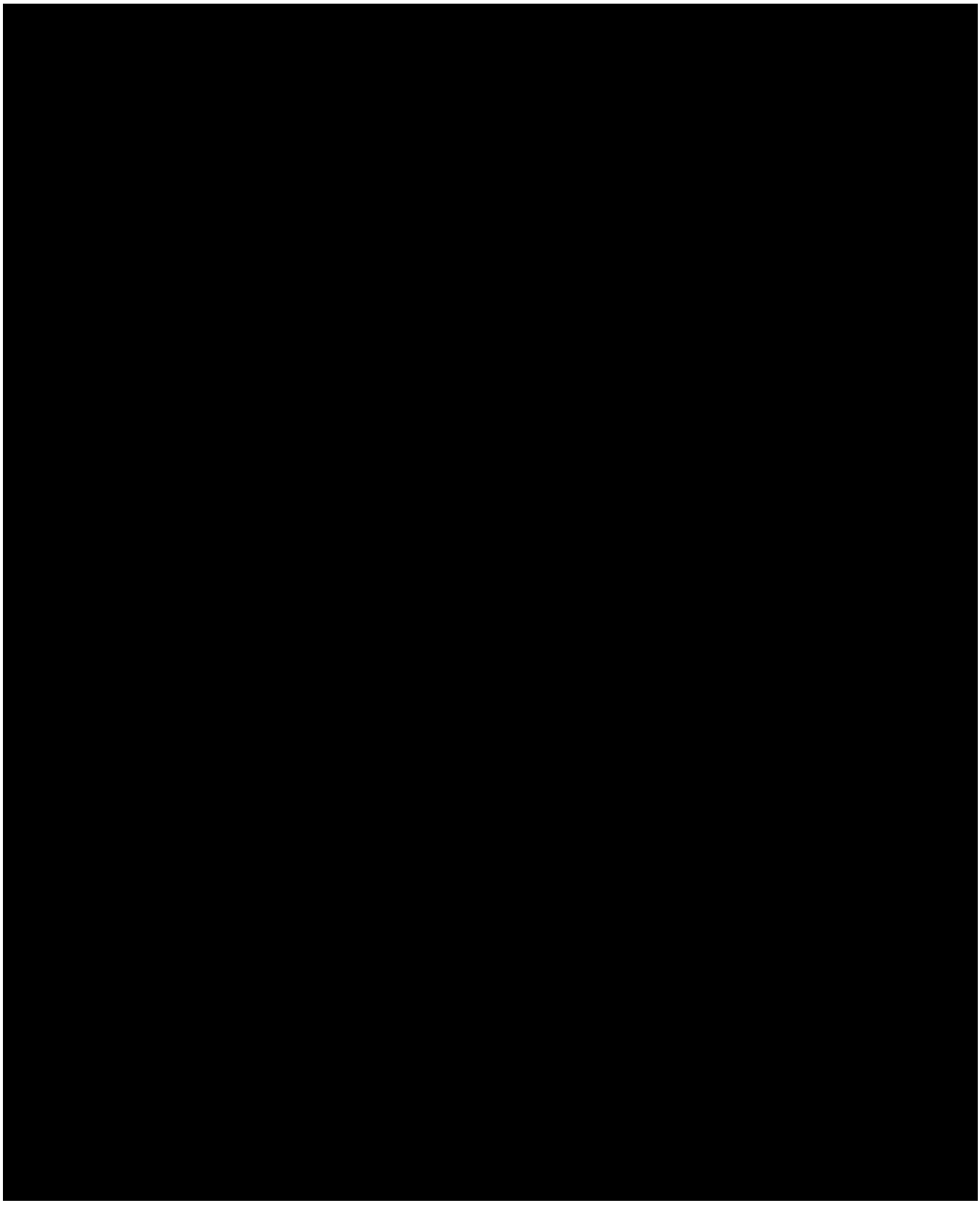


Exhibit 2

Services Specifications for Hosting Services

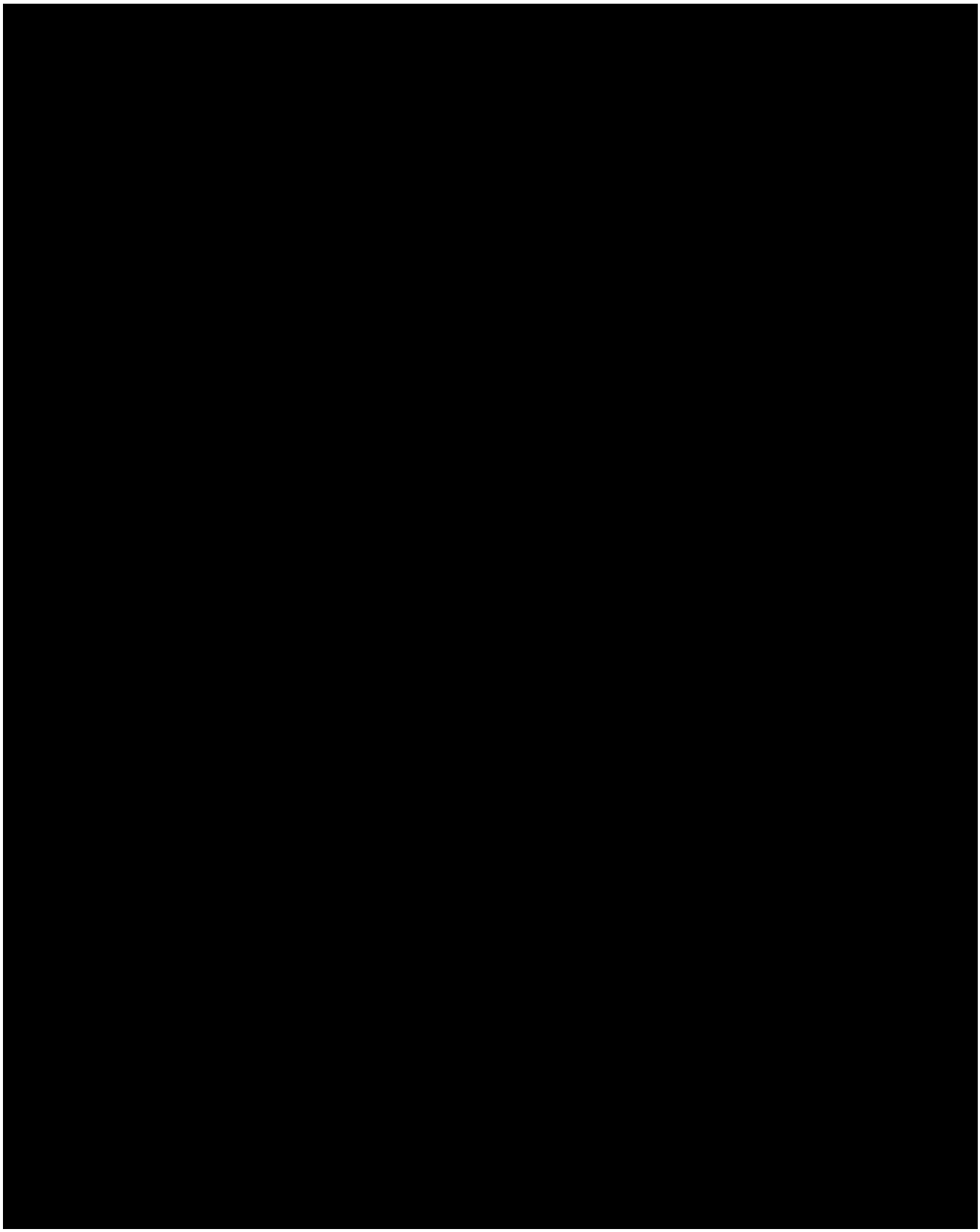


Exhibit 2

Services Specifications for Hosting Services

[redacted]

Exhibit 2

Services Specifications for Hosting Services

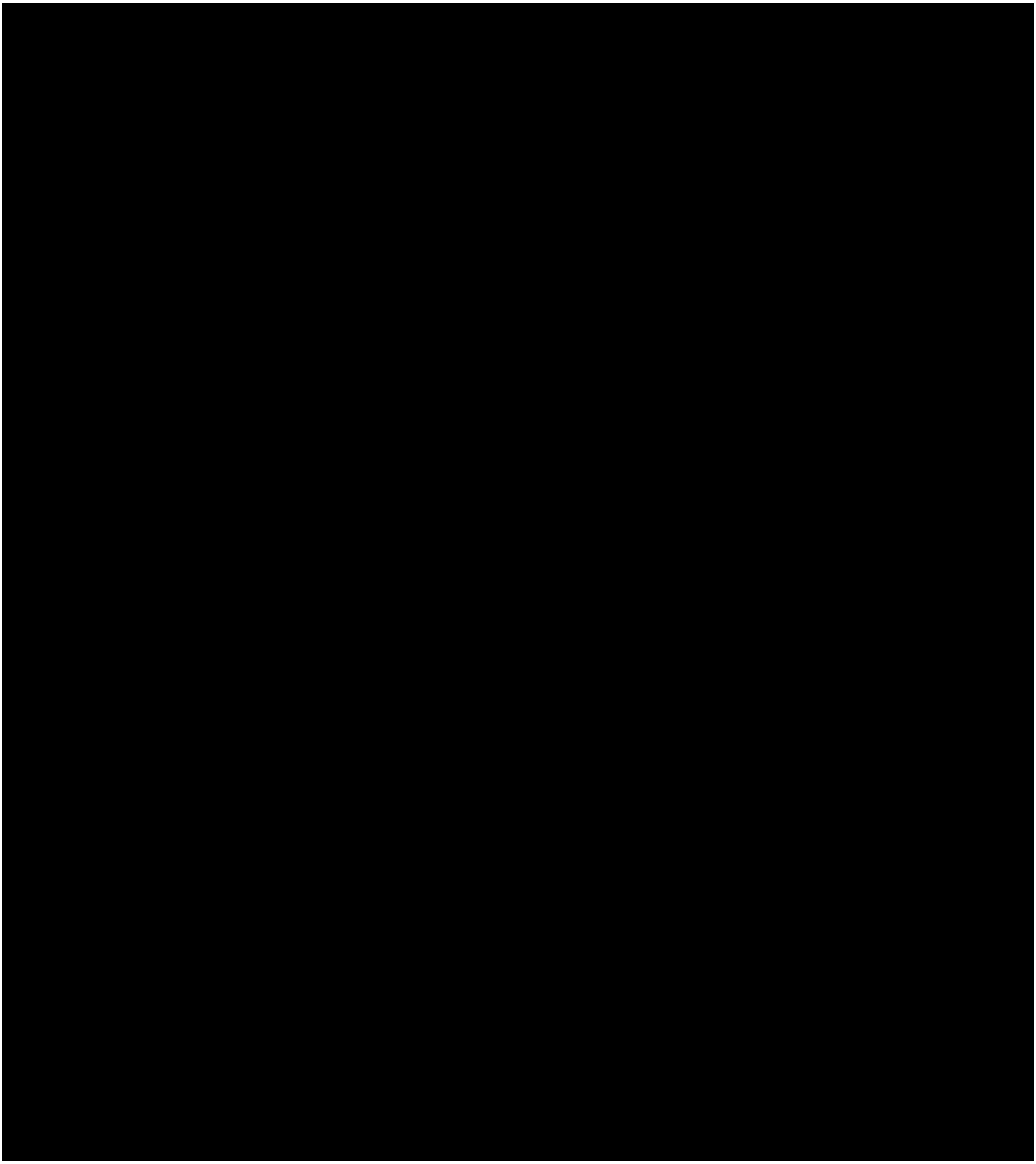


Exhibit 2

Services Specifications for Hosting Services

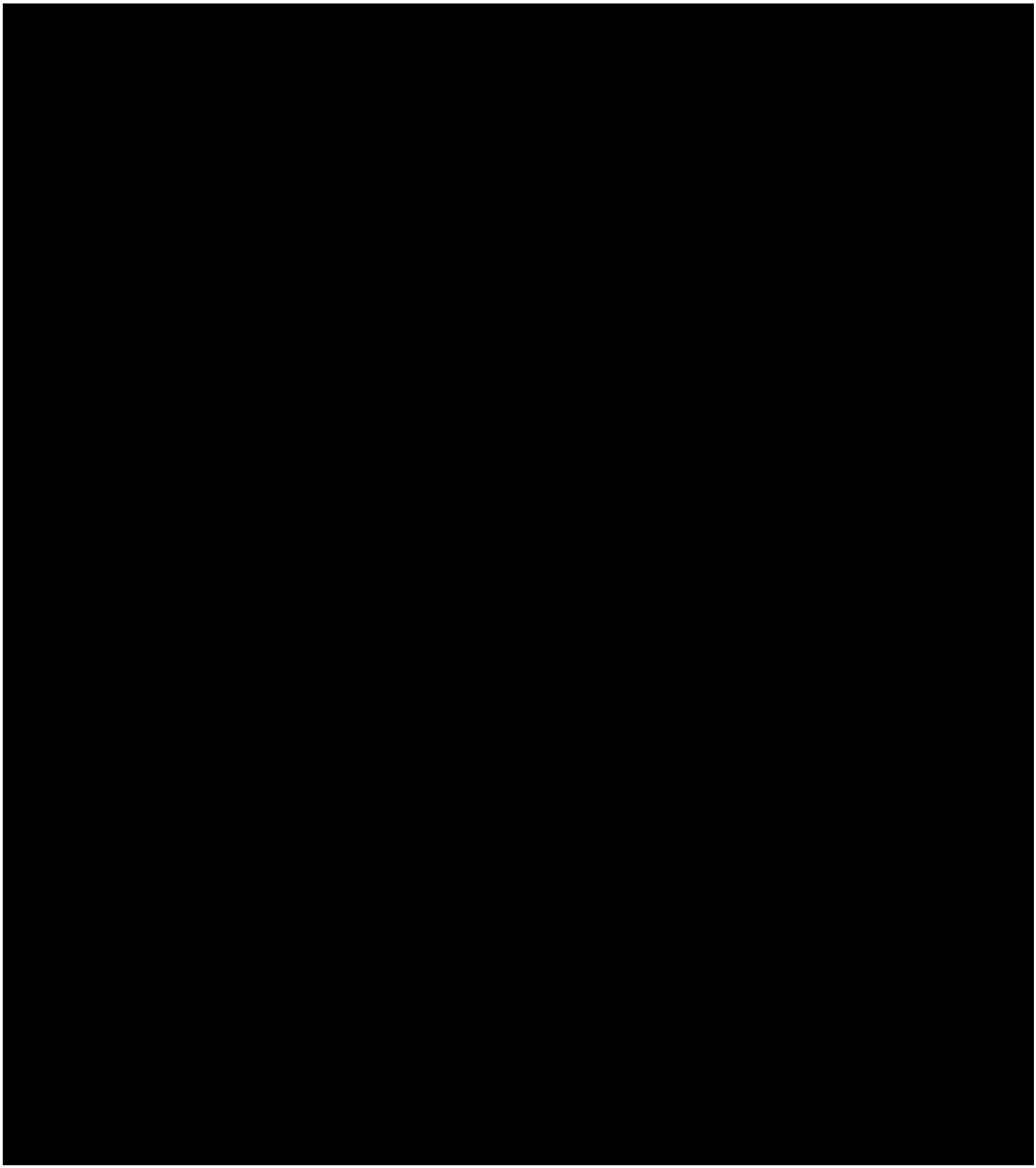


Exhibit 2

Services Specifications for Hosting Services

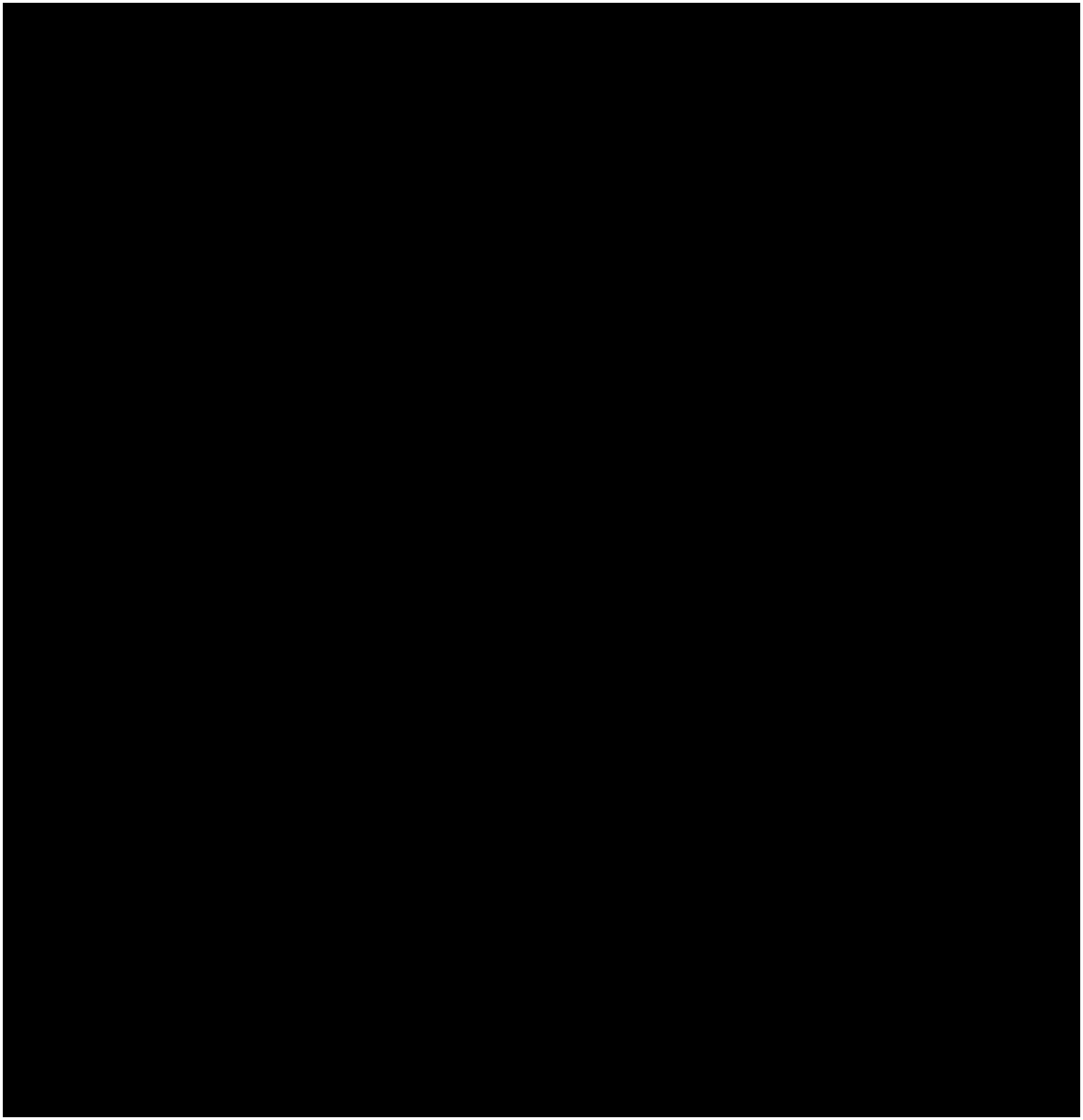


Exhibit 2

Services Specifications for Hosting Services

[redacted]

Exhibit 2

Services Specifications for Hosting Services

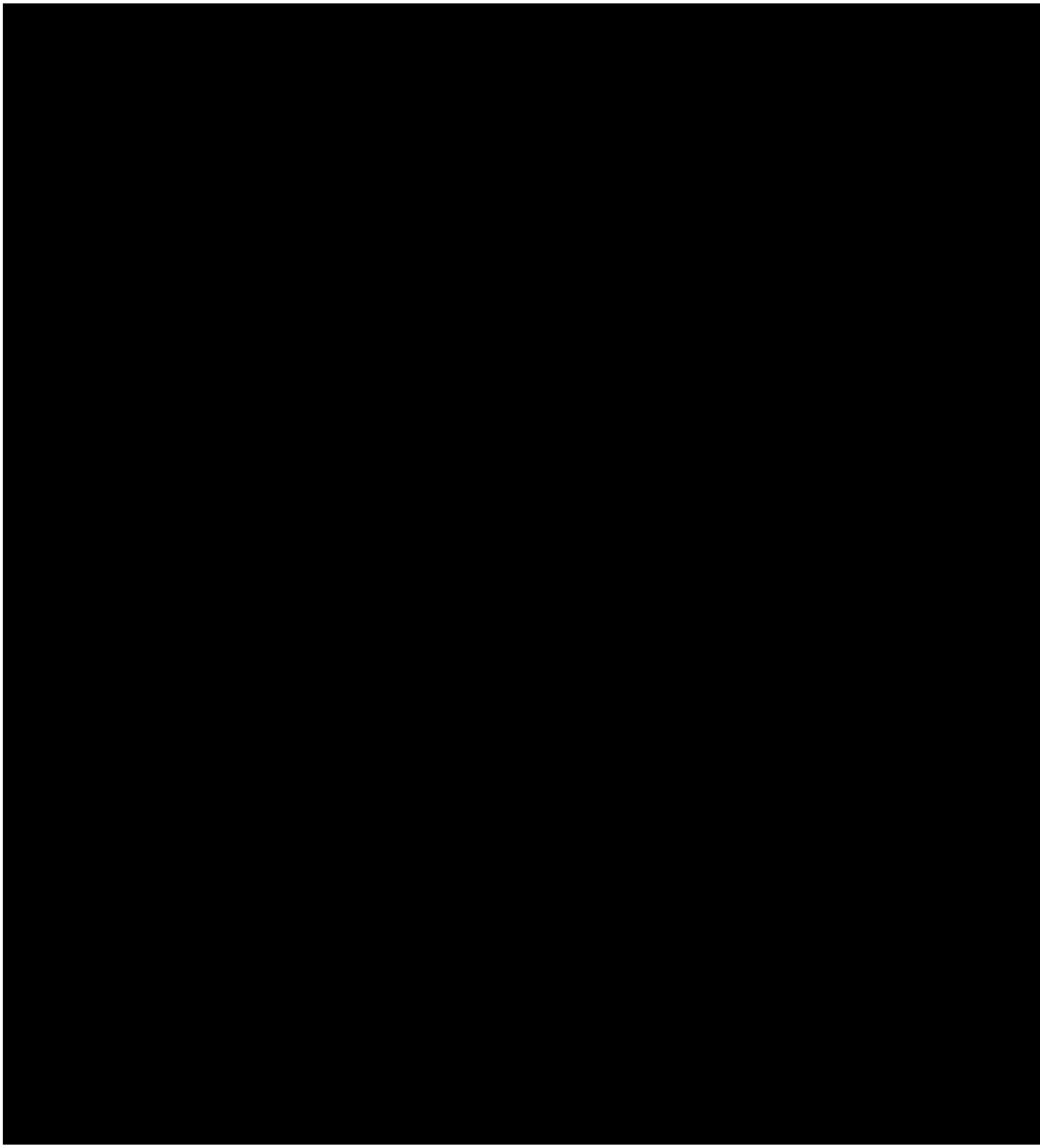


EXHIBIT 3

Date Prepared:

Requestor:

SR#:	**XWR #:**
SLG#:	**TLP #:**

Change Order – Hosting Services

Customer: _____

Project: _____

Epic Hosting, LLC Authorized Signature: _____ Date: _____

Quotation

Description of Additional Hosting Services*	**Cost**
	$

Total Initial Cost: $ (US$)

Payment Schedule:

*Please note that additional terms apply with respect to requests for Epic to store third party software or data in connection with the Hosting Services. Please see the attached Third Party Content Upload Request Form, if applicable.

Acceptance

I authorize the work to begin as specified above. Epic will invoice Customer, and Customer agrees to pay, the fees listed above on the schedule described above. I understand that (a) if specifications change, prices may change, (b) the terms of the Hosting Services Agreement between Epic and Customer, including without limitation all assumptions in Exhibit 1 (Hosting Pricing Terms) and Exhibit 2 (Services Specifications for Hosting Services), as modified by any prior fully executed Change Order or amendment, apply to this Change Order, (c) travel costs (if any), out of pocket expenses and any other expenses that may be incurred in connection with this project, such as hardware costs, costs for Customer's organization's resources, consultant fees, etc., are not included in this quotation, except as expressly described above, and (d) any fees listed above do not include applicable state, federal, or local taxes. I have authority to authorize and sign this Change Order on behalf of You.

I understand that the charges associated with this project are in addition to any previous budget and all hosting services fees and other fees payable under the Hosting Services Agreement.

Customer Signature: _____ Date: _____

Print Name: _____

P.O. Number: _____ (If applicable)

This Change Order will expire if not signed and returned to Epic within sixty (60) days of the date it was prepared by Epic.

EXHIBIT 4

EPIC HOURLY RATES

HOSTING SERVICES AGREEMENT



Exhibit 5

Technical Support for Hosting Services

1. TECHNICAL SUPPORT

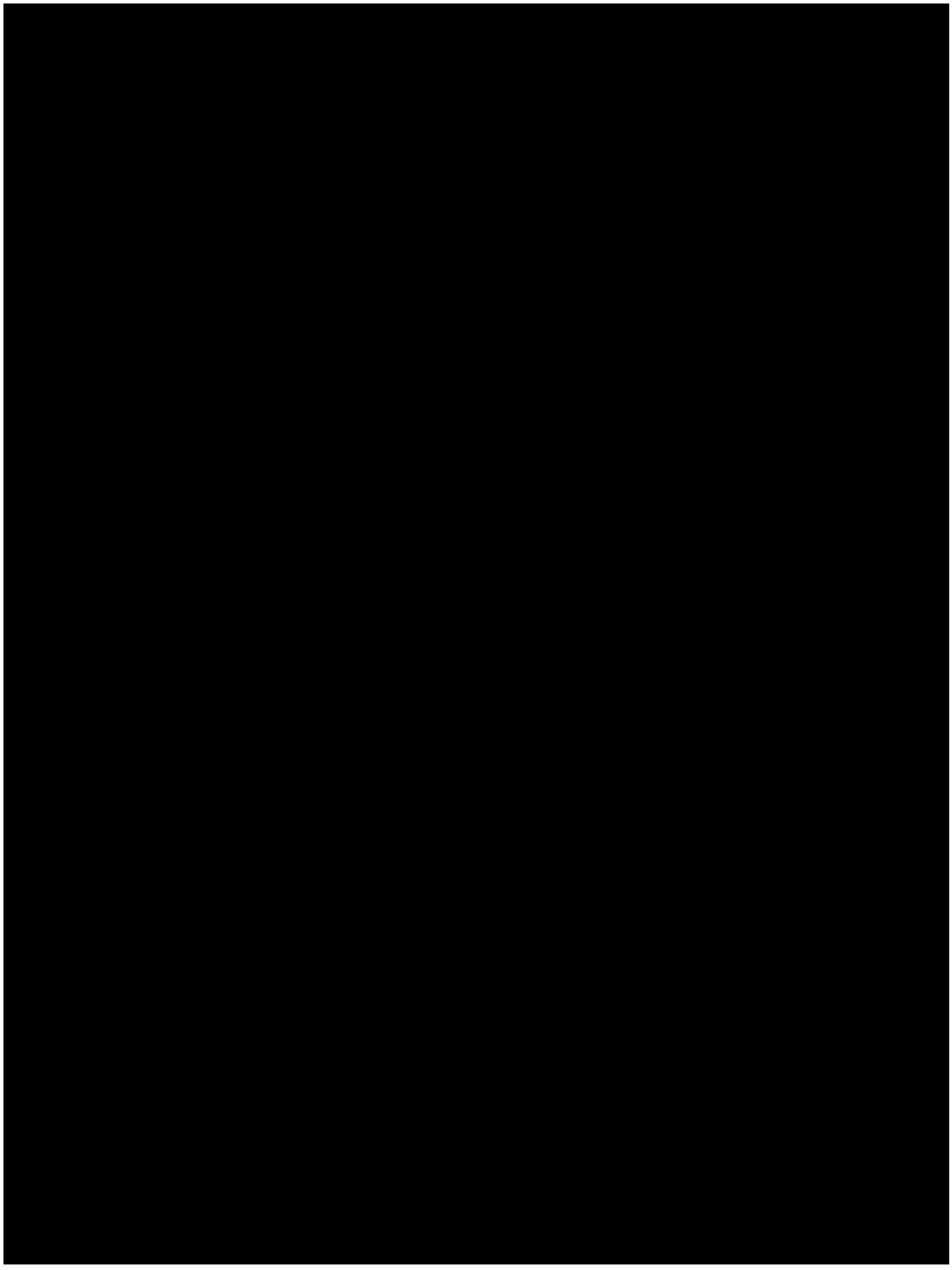
[redacted]

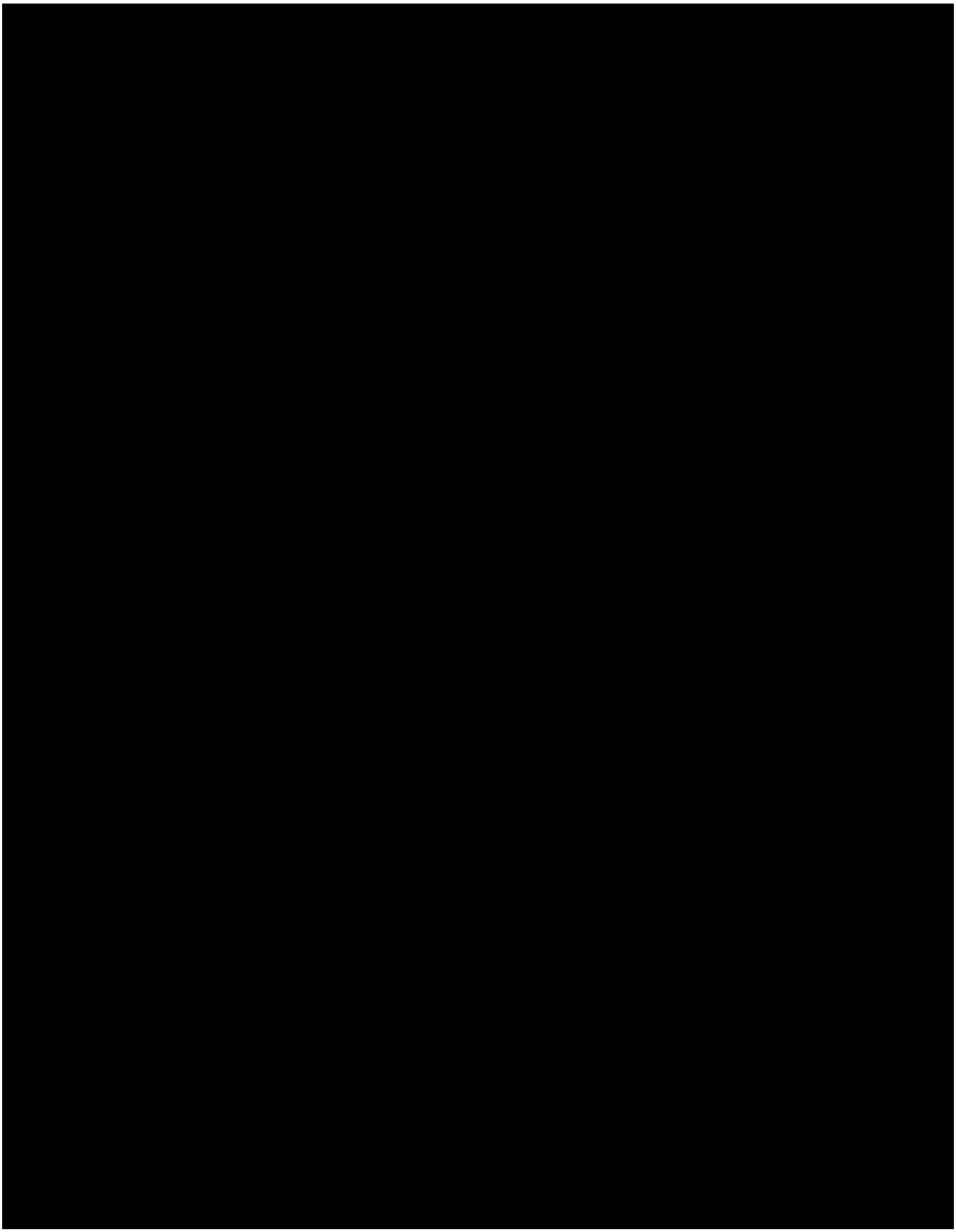
b. **Application Updates; Supported Versions.** Epic will work with You to establish a regular maintenance window for Your Hosting Services related software updates (e.g., the Program Property, software components of the Hosting Services). Epic will perform the installation of Updates to the Program Property in Your Production Environment following the completion of Your internal testing. If Epic identifies a potential security risk to Epic's hosting operations, You agree to cooperate with Epic to promptly test and install any Updates to the Program Property and implement any related configuration or operational changes requested by Epic to mitigate such risk. [redacted]

c. **Operational Hosting Services Support.** Epic provides telephone consultation and assistance support to You through its Hosting Services technical support staff at any time, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

i. *Where to Call*. For calls during the Daytime Support Hours and Nighttime Support Hours, call Epic's Network Operations Center at (608) 271-9000. The "Daytime Support Hours" are 7:00 a.m. to 8:00 p.m., Monday through Friday, Central Time, excluding holidays (currently New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve). "Nighttime Support Hours" are all other times.

[redacted]





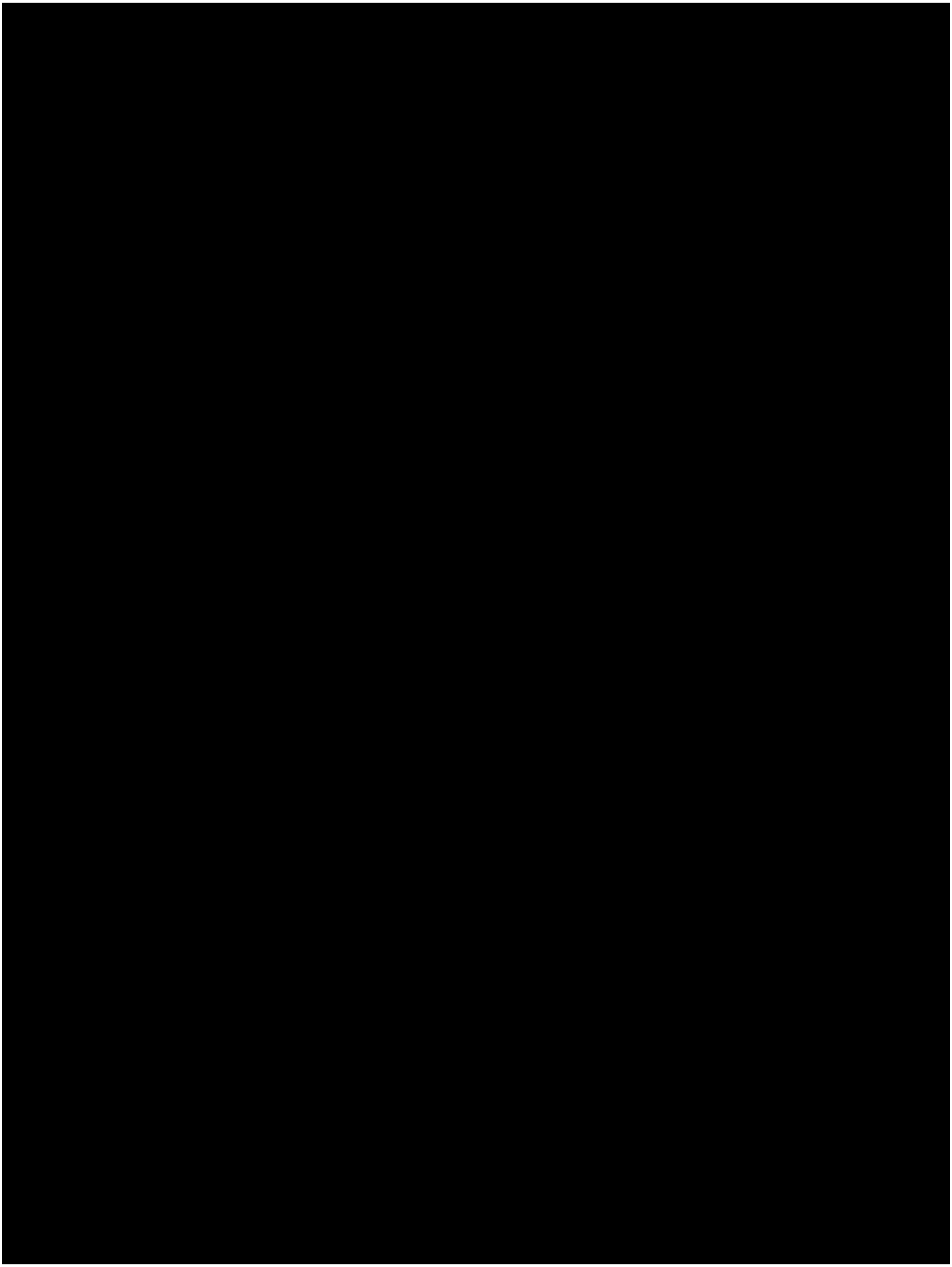
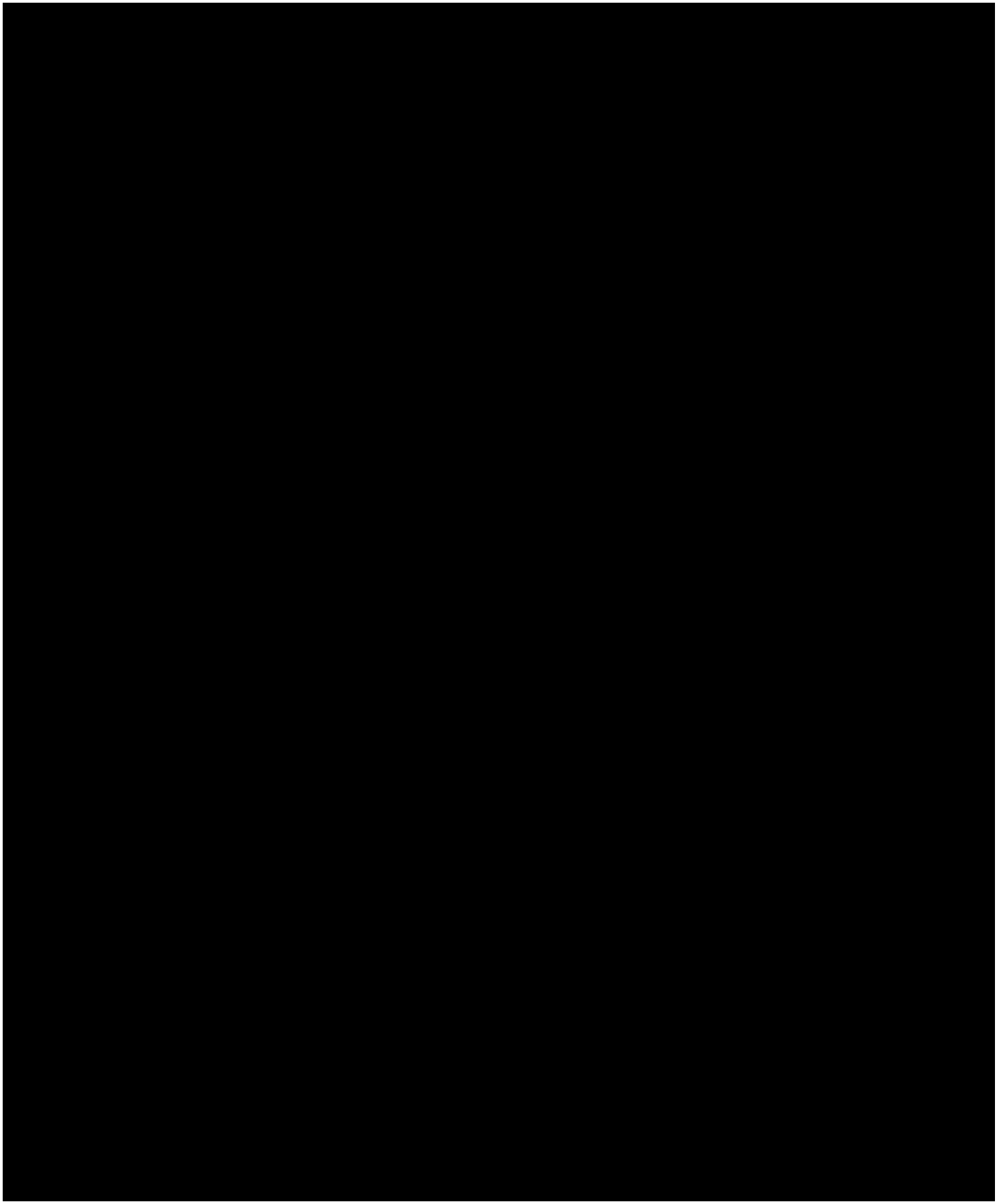




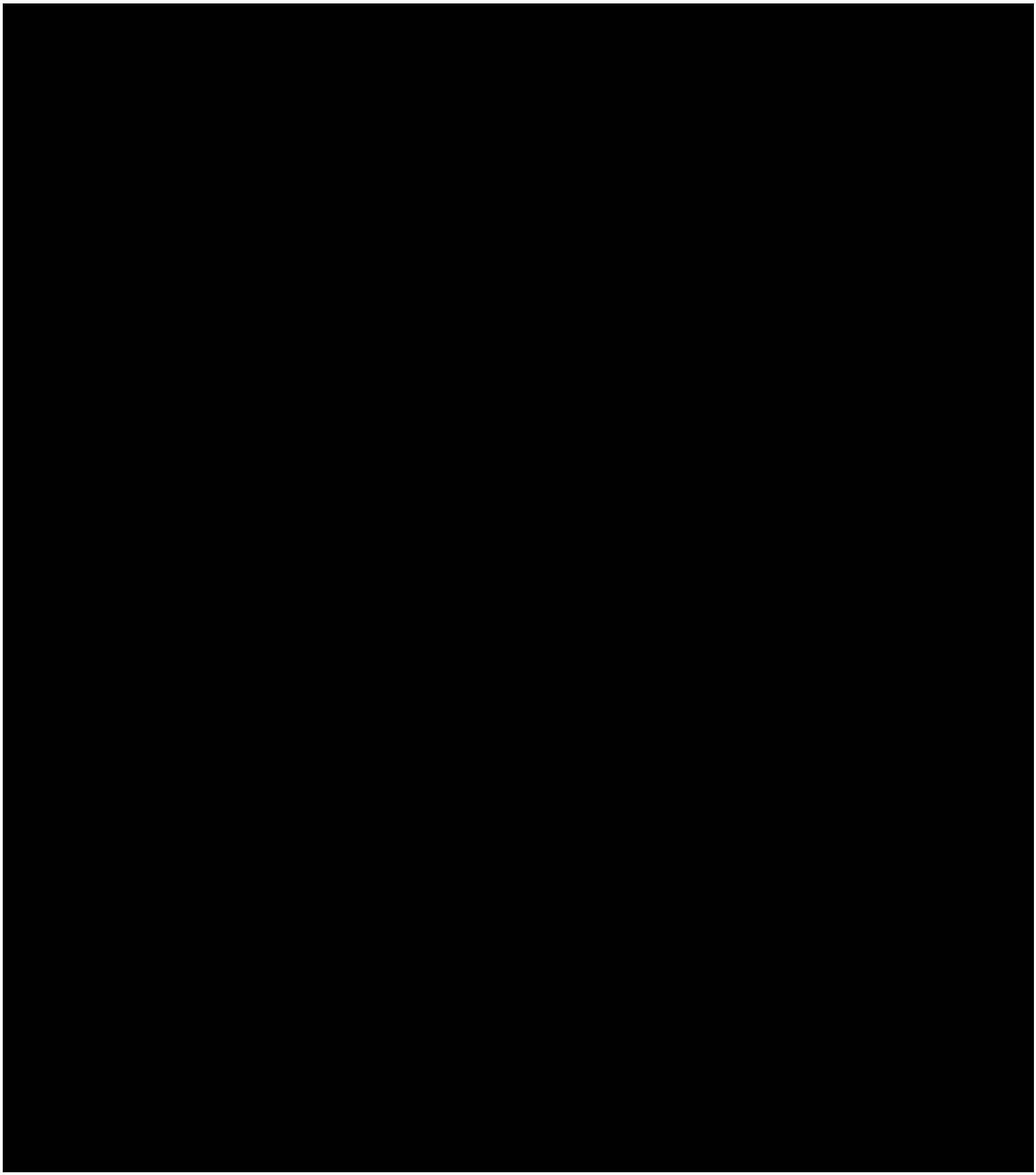
Exhibit 6



Confidential.

[redacted]

Confidential.



Confidential.

Exhibit 7

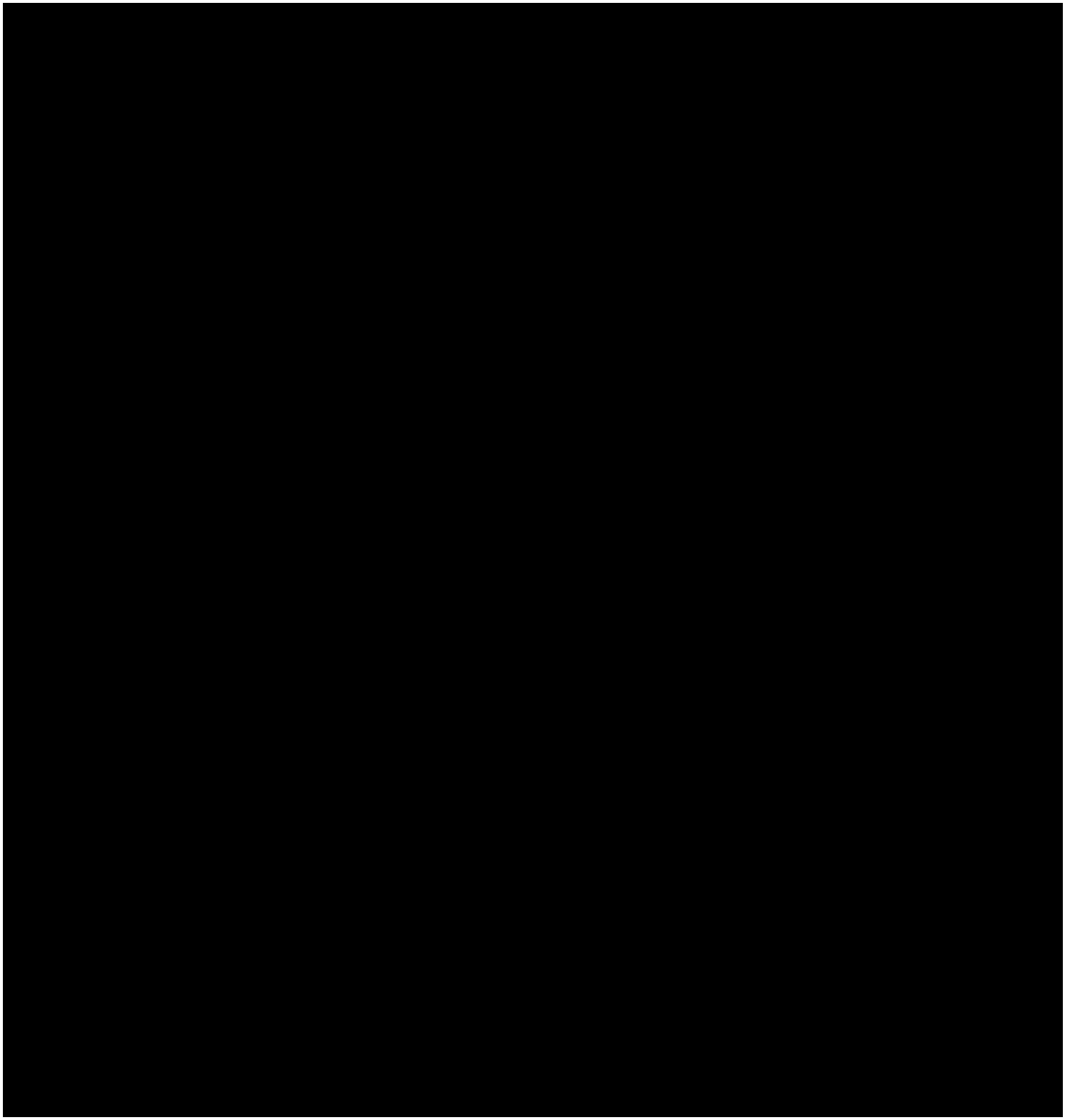


Exhibit 8

BUSINESS ASSOCIATE EXHIBIT

BACKGROUND

A. You ("Covered Entity") and Epic Hosting, LLC ("Business Associate") have entered into a Hosting Services Agreement (inclusive of this Exhibit, the "Agreement"), pursuant to which Covered Entity will obtain hosting services from Business Associate.

B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("HITECH") and the regulations promulgated thereunder by the United States Department of Health and Human Services, and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA, HITECH and the Regulations.

C. Business Associate will have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to Covered Entity.

D. This Exhibit also includes provisions that constitute Covered Entity's and Business Associate's Qualified Service Organization Agreement to protect "Patient Identifying Information" and "Records" as defined by 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records ("Part 2"), to the extent that Covered Entity operates a "Program" as defined by Part 2.

TERMS

1. Definitions. All capitalized terms used but not otherwise defined in this Exhibit have the same meaning as those terms in the Regulations.

a. Breach. For purposes of Sections 2(d) and 2(k) of this Exhibit only, "Breach" has the meaning set forth in § 164.402 (including all of its subsections) of the Regulations; with respect to all other uses of the word "breach" in this Exhibit (e.g., Section 4 (Termination)), the word has its ordinary contract meaning.

b. Individual. "Individual" has the same meaning as the term "individual" in § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with § 164.502(g) of the Regulations.

c. Protected Health Information. "Protected Health Information" and "PHI" each have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

d. Regulations. "Regulations" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, as in effect on the Effective Date of the Agreement.

e. Required By Law. "Required By Law" has the same meaning as the term "required by law" in § 164.103 of the Regulations.

f. Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or their designee.

2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Exhibit, the Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 of the Regulations with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Exhibit or the Agreement.

c. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Exhibit.

d. Except with regard to Breaches of Unsecured Protected Health Information (which shall be governed by Section 2(k) below), Business Associate agrees to report to Covered Entity any Security Incident respecting electronic PHI in Business Associate's possession or control, and any use or disclosure of the PHI not provided for by the Agreement, of which Business Associate becomes aware [redacted] Notwithstanding the foregoing, this provision shall constitute notice of any unsuccessful Security Incident, including pings and other broadcast scans, unsuccessful log-on attempts, denial of service attacks and any combination thereof (provided such unsuccessful Security Incidents do not result in the unauthorized access, use or disclosure of PHI).

e. Business Associate agrees to ensure that, in accordance with §§ 164.502(e)(1)(ii) and 164.308(b)(2) of the Regulations, any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to comply with the same or similar restrictions and conditions that apply to Business Associate with respect to such information.

f. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity [redacted], and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under § 164.524 of the Regulations.

g. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity [redacted].

h. To the extent Business Associate is to carry out any of Covered Entity's obligations under Subpart E of 45 CFR 164 of the Regulations, Business Associate will comply with the requirements of Subpart E of 45 CFR 164 of the Regulations that apply to Covered Entity in the performance of such obligations.

i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.

j. Accounting of Disclosures.

    1. Business Associate agrees to document such disclosures by Business Associate of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with § 164.528 of the Regulations.

    2. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(j)(1) of this Exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with § 164.528 of the Regulations.

k. Notifications Regarding Breaches of Unsecured PHI. Following Business Associate's discovery of a Breach of Unsecured PHI, Business Associate will notify Covered Entity of such Breach in accordance with §§ 164.410 and 164.412 of the Regulations and without unreasonable delay, but in no event, unless precluded because of a law enforcement delay as specified in § 164.412 of the Regulations. [redacted]

l. Restriction against Sale of PHI. Business Associate will not sell PHI or receive any direct or indirect remuneration in exchange for PHI except as permitted by this Exhibit, the Agreement or federal law.

m. Business Associate will use reasonable efforts to cooperate with Covered Entity so that Covered Entity may comply with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to California law, and to mitigate any potential harm caused by an Incident.

n. Minimum Necessary. When using or disclosing Protected Health Information, or when requesting Protected Health Information from Covered Entity, Business Associate agrees to use reasonable efforts to limit Protected Health Information to the minimum necessary to perform the Business Associate's obligations under the Agreement or this Exhibit.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise expressly limited in this Exhibit, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the Agreement and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of hosting services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.

b. Except as otherwise expressly limited in this Exhibit, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

c. Except as otherwise expressly limited in this Exhibit, Business Associate also may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the disclosure is Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise expressly limited in this Exhibit, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by § 164.504(e)(2)(i)(B) of the Regulations.

e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Regulations.

4. Termination.

a. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach by Business Associate of this Exhibit,

1. Covered Entity may provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this Exhibit and the Agreement; or

2. If Business Associate has breached a material term of this Exhibit and cure is not possible, Covered Entity may immediately terminate this Exhibit and the Agreement.

b. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Exhibit, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate will extend the protections of this Exhibit to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5. Miscellaneous.

a. Changes to Regulations. If the Regulations are amended, including by way of anticipated regulations yet to be promulgated as provided in HITECH, in a manner that would alter the obligations of Business Associate as set forth in this Exhibit, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this Exhibit.

b. Survival. The respective rights and obligations of Business Associate under Section 4(b) (Effect of Termination) of this Exhibit survive the termination of this Exhibit.

c. Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the Regulations.

d. Unencrypted PHI. Covered Entity will not send unencrypted PHI to Business Associate in any form, including via email or on mobile devices such as USB drives. Should Covered Entity do so, Business Associate is not responsible for any damages arising out of or relating to unencrypted PHI that Covered Entity sends to Business Associate in any form. [redacted]

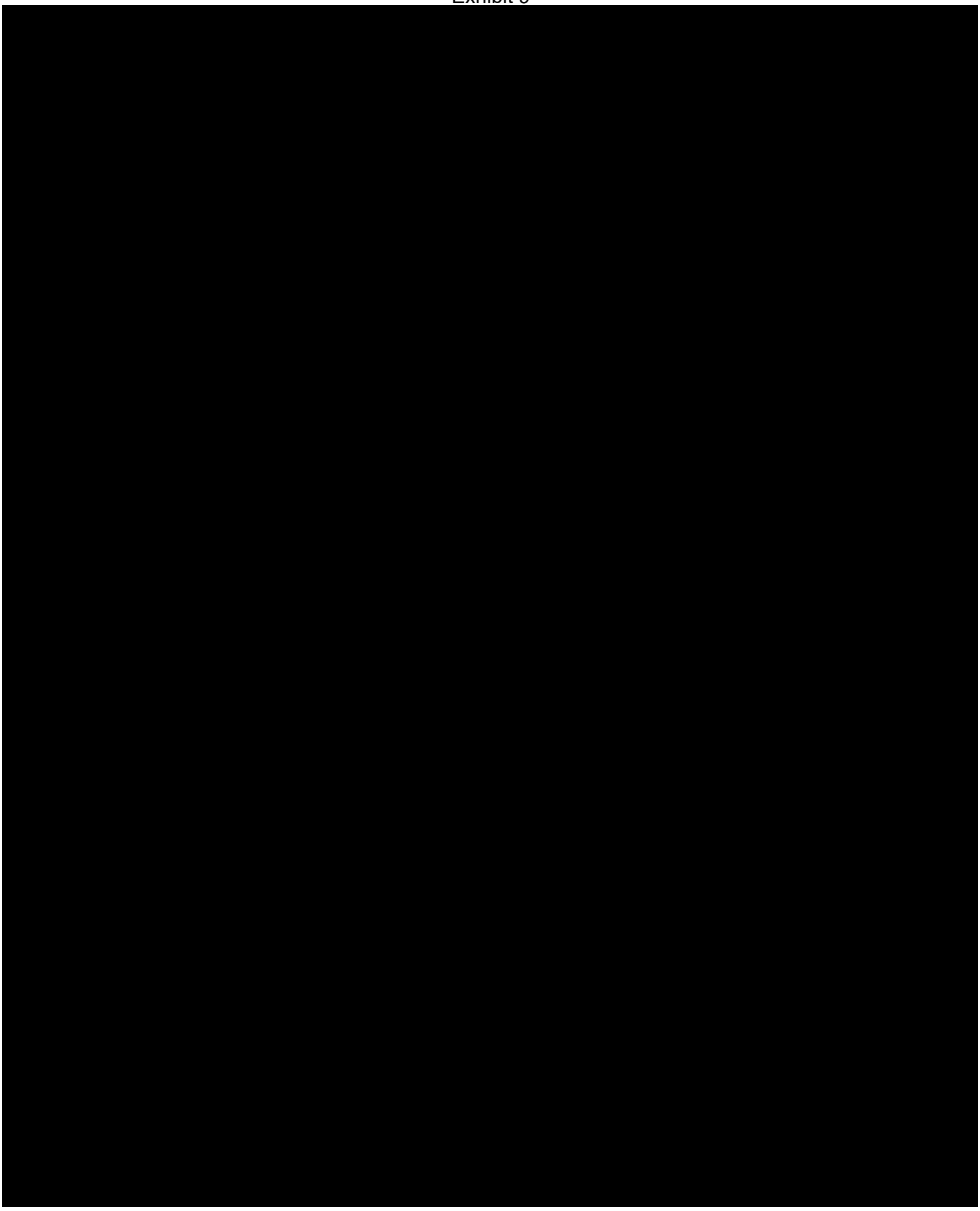
e. Application of Civil and Criminal Penalties. Business Associate acknowledges that pursuant to §§ 13401(b) and 13404(c) of HITECH:

1. in the case Business Associate violates any security provision specified in § 13401(a) of HITECH, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner such sections apply to a covered entity that violates such security provision; and

2. in the case Business Associate violates any provision of 13404(a) or 13404(b) of HITECH, the provisions of sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to the Business Associate with respect to such violation in the same manner as such provisions apply to a person who violates a provision of part C of title XI of such Act.

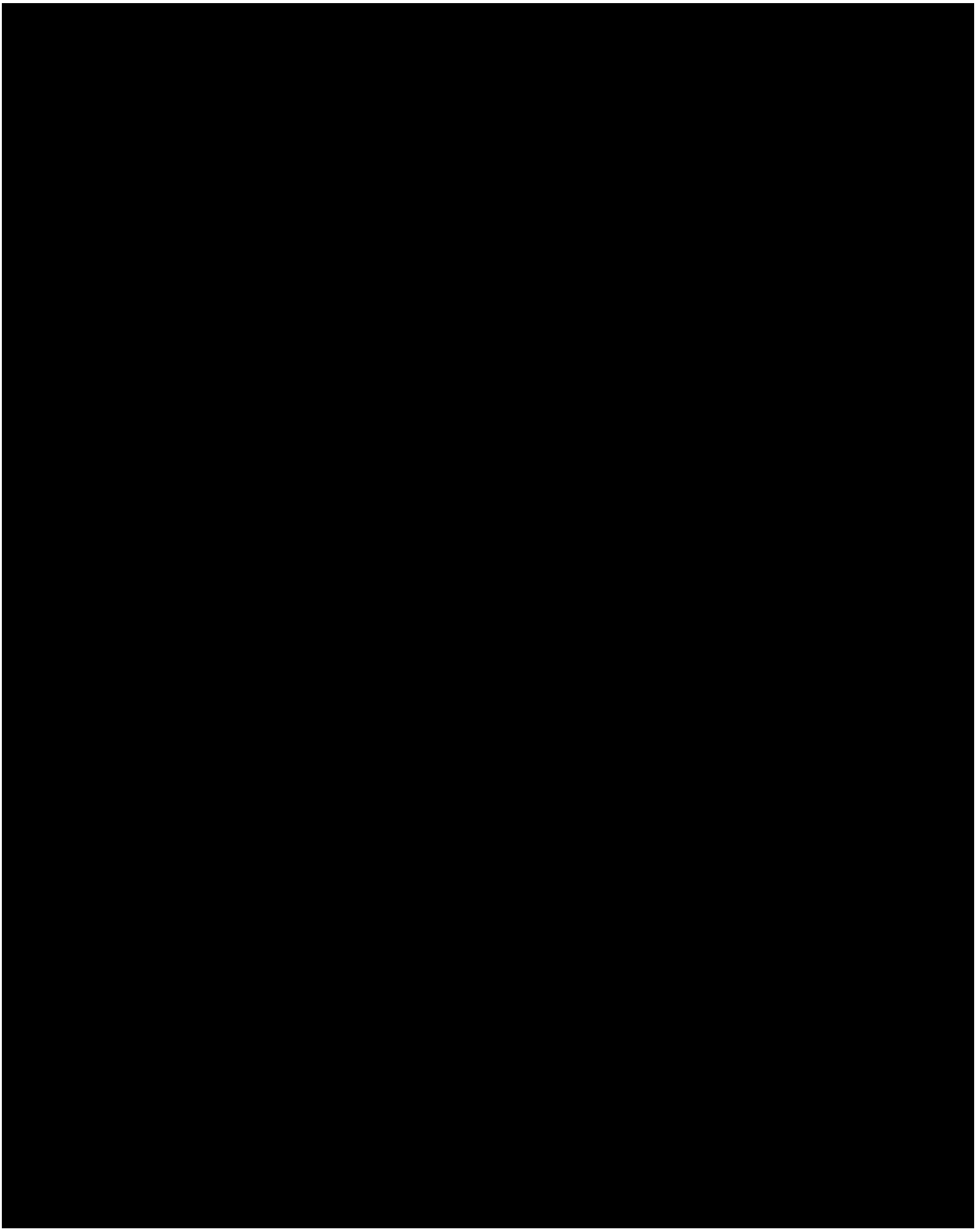
[redacted]

h. Notice. Any notice required to be given to Covered Entity pursuant to this Exhibit shall be sent to Covered Entity in accordance with Section 12 (Notice) of the Agreement.

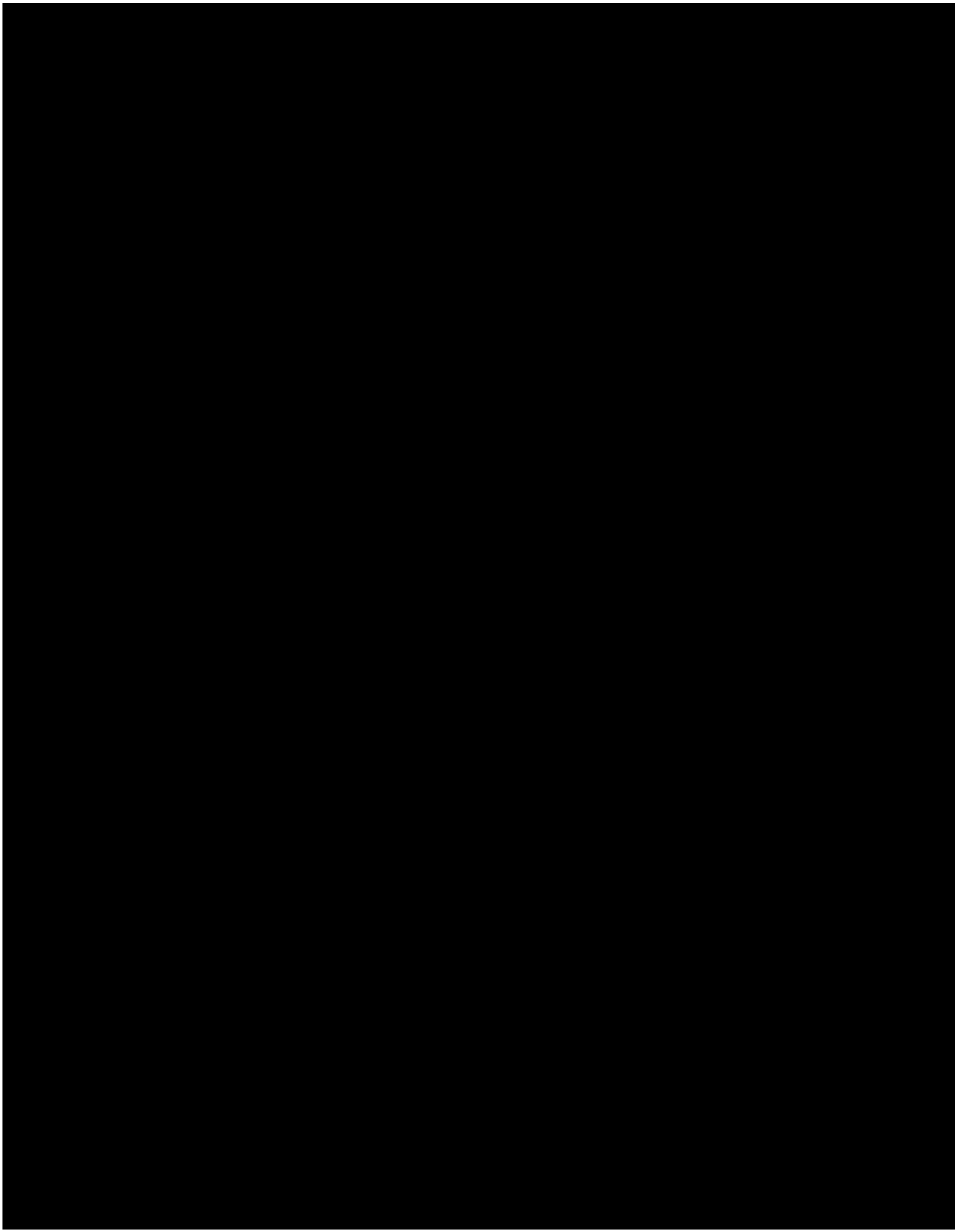


© 2018-2025 Epic Hosting, LLC. Confidential.

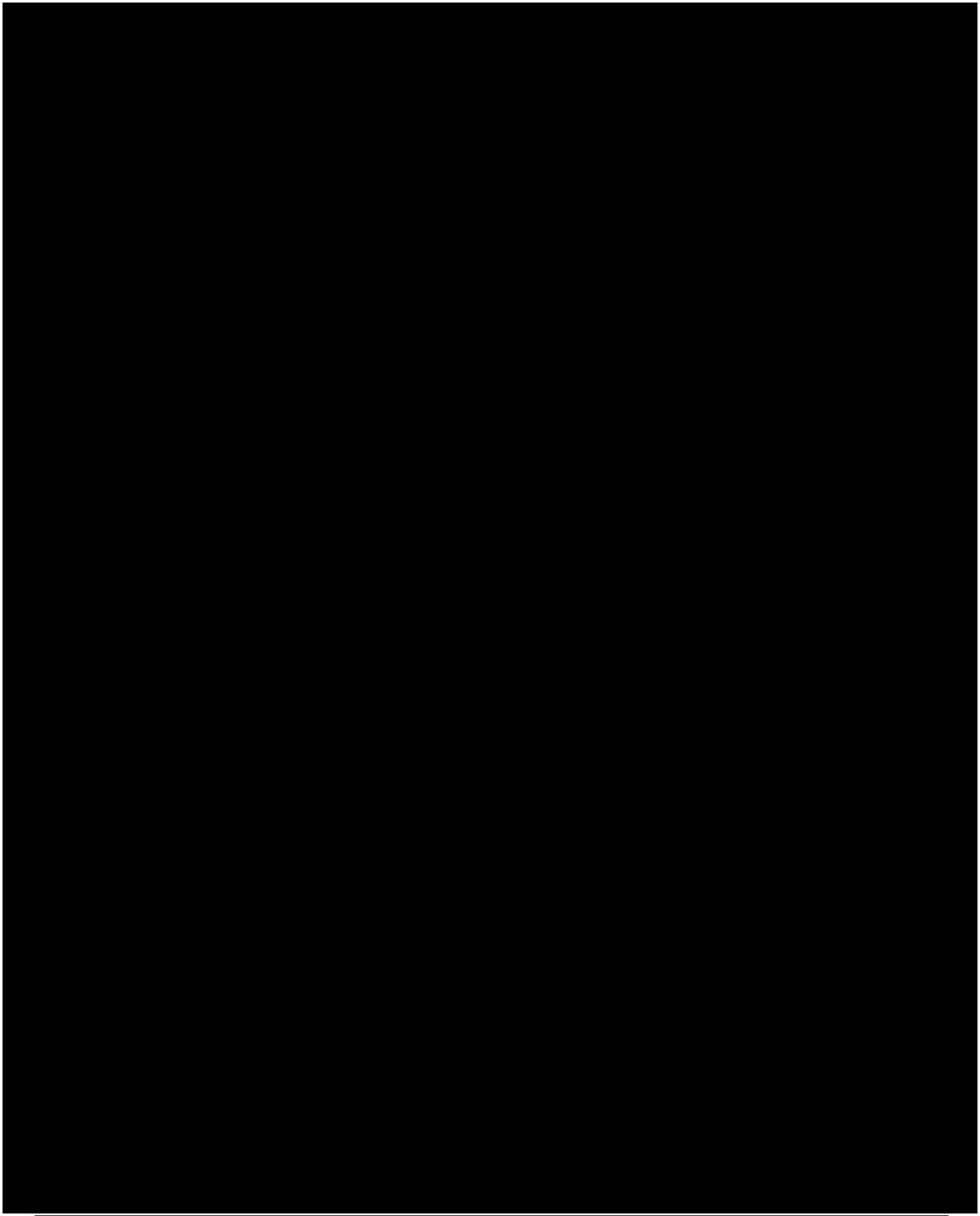
© 2018-2025 Epic Hosting, LLC. Confidential.



© 2018-2025 Epic Hosting, LLC. Confidential.



© 2018-2025 Epic Hosting, LLC. Confidential.

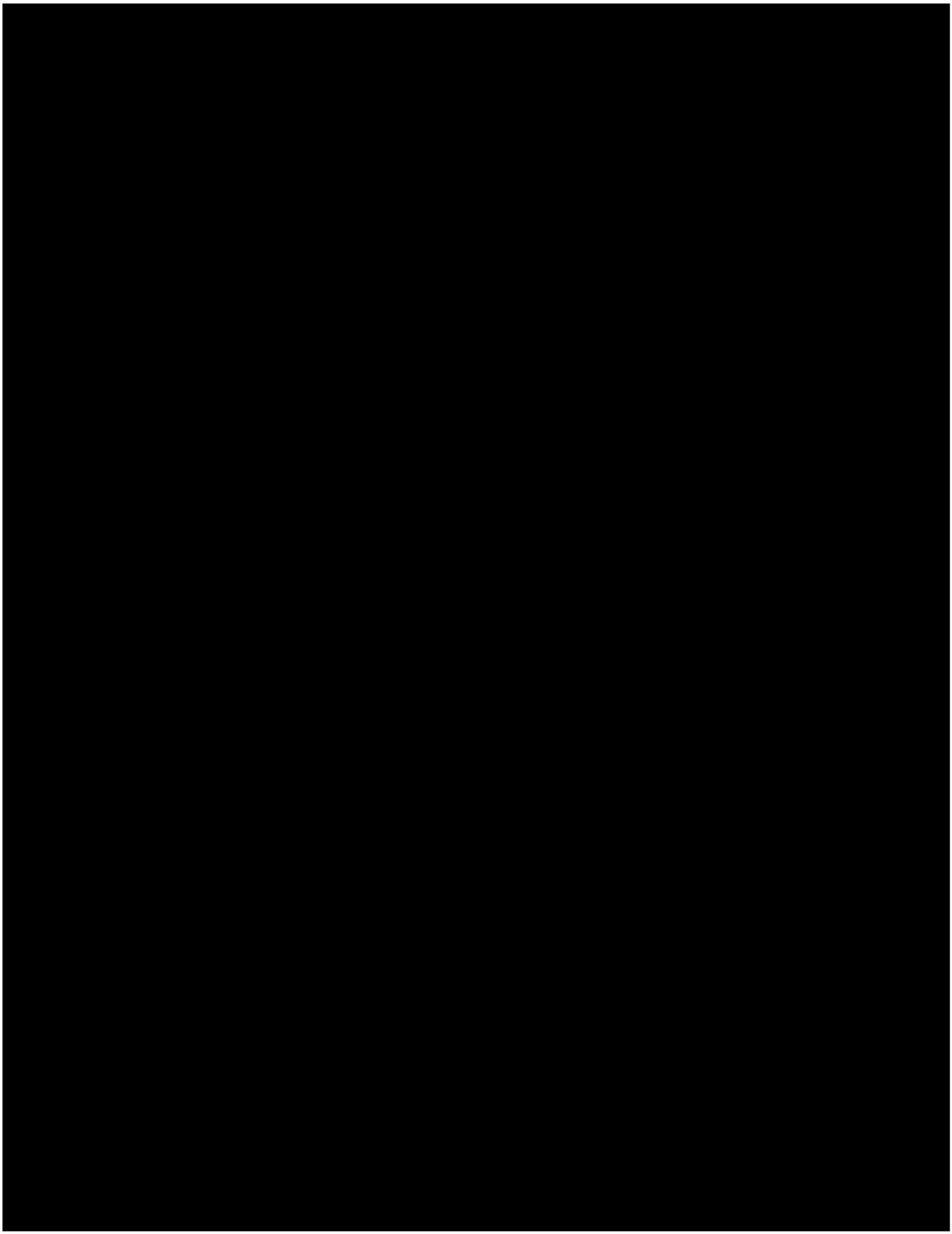


© 2018-2025 Epic Hosting, LLC. Confidential.

© 2018-2025 Epic Hosting, LLC. Confidential.

© 2018-2025 Epic Hosting, LLC. Confidential.

© 2018-2025 Epic Hosting, LLC. Confidential.



© 2018-2025 Epic Hosting, LLC. Confidential.

PINK

BOARD OF SUPERVISORS
BA FORM 10142022 OFFICIAL COPY

November 17, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2026-27
4 - VOTES

SOURCES	USES
BA DETAIL - SEE ATTACHMENT PAGES 1 - 2	**BA DETAIL - SEE ATTACHMENT PAGES 1 - 2**
SOURCES TOTAL $ 445,500,000	**USES TOTAL $ 445,500,000**

JUSTIFICATION

This budget adjustment of $148,500,000 is necessary to fund the Epic systems for electronic health record (EHR), population health, revenue cycle, hosting, and related implementation services, using various Los Angeles Health Services' obligated fund balances to cover the anticipated expenditures of one-time and implementation fees in FY 2026-27.

JEAN LO
Digitally signed by JEAN LO
Date: 2026.10.13 12:29:54 -07'00'

AUTHORIZED SIGNATURE JEAN LO, CHIEF, CONTROLLER'S DIVISION

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

☐ ACTION

☑ RECOMMENDATION

AUDITOR-CONTROLLER

BY Andrea Turner
Digitally signed by Andrea Turner
Date: 2026.10.13 15:23:38 -07'00'

B.A. NO. 029

DATE 10/13/26

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY Kieu-Anh King
Digitally signed by Kieu-Anh King
Date: 2026.10.14 12:40:36 -07'00'

DATE 10/14/26

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2026-27

4 - VOTES

SOURCES		USES	
DHS ENTERPRISE FUND		**DHS ENTERPRISE FUND**	
MN2-3078		MN2-HS-6100-60070	
COMMITTED FOR DHS		OTHER FINANCING USES	
DECREASE OBLIGATED FUND BALANCE	**54,282,000**	**INCREASE APPROPRIATION**	**148,500,000**
DHS ENTERPRISE FUND			
MN2-301G			
COMMITTED FOR LAC+USC MED CTR			
DECREASE OBLIGATED FUND BALANCE	**10,000,000**		
DHS ENTERPRISE FUND			
MN2-3048			
COMMITTED FOR HARBOR CARE SOUTH			
DECREASE OBLIGATED FUND BALANCE	**10,000,000**		
DHS ENTERPRISE FUND			
MN2-3081			
COMMITTED FOR RANCHO LOS AMIGOS NATIONAL REHABILITATION CTR			
DECREASE OBLIGATED FUND BALANCE	**71,553,000**		
DHS ENTERPRISE FUND			
MN2-3061			
COMMITTED FOR OLIVE VIEW-UCLA MED CTR			
DECREASE OBLIGATED FUND BALANCE	**2,665,000**		
LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND		**LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND**	
MN4-HG-96-9911-60010		MN4-HG-96-9912-60010	
OPERATING TRANSFERS IN		OPERATING SUBSIDY - GENERAL FUND	
INCREASE REVENUE	**76,328,000**	**DECREASE REVENUE**	**76,328,000**
RANCHO LOS AMIGOS NATIONAL REHAB. CENTER ENTERPRISE FUND		**RANCHO LOS AMIGOS NATIONAL REHAB. CENTER ENTERPRISE FUND**	
MN7-HR-96-9911-60040		MN7-HR-96-9912-60040	
OPERATING TRANSFERS IN		OPERATING SUBSIDY - GENERAL FUND	
INCREASE REVENUE	**44,699,000**	**DECREASE REVENUE**	**44,699,000**
OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND		**OLIVE VIEW-UCLA MEDICAL CENTER ENTERPRISE FUND**	
MN3-HO-96-9911-60050		MN3-HO-96-9912-60050	
OPERATING TRANSFERS IN		OPERATING SUBSIDY - GENERAL FUND	
INCREASE REVENUE	**27,473,000**	**DECREASE REVENUE**	**27,473,000**
ENT SUB - LOS ANGELES GENERAL MEDICAL CENTER		**HEALTH SERVICES - HEALTH SERVICES ADMINISTRATION**	
A01-AC-6100-21200-21224		A01-HS-2000-20000	
OTHER FINANCING USES		SERVICES & SUPPLIES	
DECREASE APPROPRIATION	**76,328,000**	**INCREASE APPROPRIATION**	**148,500,000**

Andrea Turner

Digitally signed by Andrea Turner
Date: 2026.10.13 15:23:12 -07'00'

BA 029 10/13/26

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2026-27

4 - VOTES

SOURCES		USES	
ENT SUB - RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER			
A01-AC-6100-21200-21230			
OTHER FINANCING USES			
DECREASE APPROPRIATION	**44,699,000**		
ENT SUB - OLIVE VIEW-UCLA MEDICAL CENTER			
A01-AC-6100-21200-21232			
OTHER FINANCING USES			
DECREASE APPROPRIATION	**27,473,000**		
SOURCES TOTAL	**$ 445,500,000**	**USES TOTAL**	**$ 445,500,000**

Andrea Turner

Digitally signed by Andrea Turner
Date: 2026.10.13 15:22:42 -07'00'

BA 029 10/13/26

Chief Information Office

Peter Loo
CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:
11/17/2026

SUBJECT:

APPROVAL OF AGREEMENTS AND DELEGATED AUTHORITY REGARDING THE EPIC ENTERPRISE SOLUTION AND ELECTRONIC HEALTH RECORD IMPLEMENTATION SUPPORT VENDOR

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description:

In 2012, Los Angeles Health Services (LAHS) implemented the ORCHID electronic health record (EHR) system from Cerner Corporation. Since Cerner's acquisition by Oracle, the current Oracle offering no longer meets LAHS's core requirement for a fully integrated platform using a unified database across EHR, revenue cycle, and population health functions. Over the course of the County's agreement, changes to Cerner's product strategy have resulted in a suite that no longer operates as a single, integrated system.

On June 10, 2026, LAHS notified the Board of its intent to begin negotiating new sole source agreements with Epic. LAHS is now seeking approval to transition to a fully integrated Epic enterprise platform to replace the aging ORCHID system. The Board letter requests approval for:

1. A Sole Source Agreement (H-711799) with Epic Systems Corporation for a perpetual software license for use by LA Health Services, including Correctional Health Services, and the Department of Public Health. This agreement has a maximum cost of $313,000,000, which includes the first 10 years of maintenance and support, and incorporates $89,000,000 in general Pool Dollars.
2. A Sole Source Agreement (H-711800) with Epic Hosting, LLC, effective upon execution and continuing for five years after Technical Go Live, with five optional one-year extensions. This agreement provides hosted Epic Integrated EHR services at a maximum cost of $70,000,000, including extension periods and $20,000,000 in general Pool Dollars.
3. New agreements with an independent third-party firm selected through a compliant competitive process to provide Epic implementation and support services. The total estimated maximum contract amount is $140,000,000, including $25,000,000 in general Pool Dollars.

4. New and amended agreements for ancillary products and services necessary for successful and timely Epic deployment—such as equipment maintenance and specialized IT services at a total estimated cost not to exceed $40,000,000, which includes $7,000,000 in general Pool Dollars.

FINANCIAL ANALYSIS:

Contract costs:

Agreement H-711799 with Epic (10-year term)

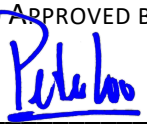
Epic Software license	$ 36,664,000
Epic software maintenance and support	$ 100,685,014
3rd Party Software license subscription	$ 32,957,770
Core implementation services	$ 47,768,700
Pool Dollars	$ 89,000,000
Epic Hosting Services	$70,000,000
3rd Party Implementation and Support Services	$140,000,000
3rd Party software integrations	$40,000,000

Notes:

DHS estimates the one-time implementation cost of $150,000,000 will be funded by LAHS ($148,500,000) and DPH ($1,500,000). LAHS and DPH will incorporate the projected appropriation needs into future annual budget processes and savings derived from revenue increases made possible by billing enhancements and decommissioning of ORCHID.

RISKS:

1. **Implementation risks:** Epic will follow its established implementation methodology. Responsibility for the implementation will be shared among Epic, a third-party implementation services firm (to be selected through an RFP), and LAHS staff. The third-party services will be contracted on a fixed-fee basis, while Epic's core implementation services will be billed as time and materials. LAHS is also targeting an aggressive 18-month implementation timeline, even though the RFP for the third-party services has not yet been issued. CIO recommends:
   - Reassessing the implementation timeline once a contract with the third-party services provider has been executed.
   - Defining the expected level of effort and deliverables for Epic's core implementation services to properly manage the burn rate under the time-and-materials structure.
2. **Contract Costs:** The 24% contingency within the overall contract budget is intended to cover estimated workloads, licensing needs, unforeseen tasks, and project risks. Although ongoing software and hardware expenses, such as patient communications, MyChart usage, and AI-related computing, are included in the projected budget, actual costs will depend on service utilization. The CIO recommends monitoring these

expenses during the first 12 months of production operations and adjusting the operational budget as needed.
PREPARED AND APPROVED BY:  _____ 10/21/2026 _____ PETER LOO, CHIEF INFORMATION OFFICER DATE

ATTACHMENT C

Health Services
LOS ANGELES COUNTY

June 10, 2026

Los Angeles County Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

Department of Health Services
1000 S. Fremont Ave., Unit # 21
Building A9 East, 6th Floor South
Alhambra, CA 91803

Tel: (213) 288-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

"To advance the health of our patients and our communities by providing extraordinary care"

www.dhs.lacounty.gov

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice K. Hahn
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR SOLE SOURCE CONTRACTS WITH EPIC SYSTEMS CORPORATION AND EPIC HOSTING, LLC TO PROVIDE ELECTRONIC HEALTH RECORDS (EHR), POPULATION HEALTH, AND REVENUE CYCLE SYSTEMS, HOSTING, AND SERVICES**

This memo provides advance notification to the Board of Supervisors (Board) that the County of Los Angeles (County) Department of Health Services (DHS) intends to enter into negotiations for sole source agreements with Epic Systems Corporation and Epic Hosting, LLC ("Epic") to provide Electronic Health Records (EHR), population health, and revenue cycle systems, hosting, and services. This notice is being sent in accordance with Board Policy 5.100, which states that County departments that intend to negotiate a sole source service contract for Board approval must provide advance written notice to the Board at least four weeks prior to commencing contract negotiations for a new contract, and at least six months prior to the expiration of an existing contract when it is the department's intent to execute a new sole source contract for the replacement of existing services.

BACKGROUND

In 2012, the Board approved the County's acquisition of an integrated EHR system (named "ORCHID") from Cerner Corp. ("Cerner"), in addition to services from Cerner for the implementation and ongoing support and maintenance, and comprehensive application management services, for ORCHID. The current ORCHID EHR system supports both clinical functions (for patient care, medical documentation, ordering tests/medications, etc.), and some administrative functions (for operational tasks like appointment registration, scheduling, and reporting). Multiple amendments to add additional functions to the system have been approved since 2012.

When the County initiated its Request for Proposals (RFP) process for an EHR in 2011, the EHR market was rapidly evolving, there was significant competition between systems and EHR organizations, and a leading EHR had not been established by the market. The County's critical minimum mandatory requirement under its RFP was that the EHR be fully integrated, meaning the system was able to provide "one single source for truth" from a unified database for patient information.

In 2011, the County determined that only Cerner and Epic met this key minimum mandatory requirement, and County proceeded with its evaluation of those two vendors' respective RFP responses and selected Cerner as its EHR vendor. Over the 15 years since the County procured its EHR, the EHR marketplace, Cerner, Epic, and the importance of the EHR in care delivery, have all dramatically changed. Cerner was acquired by Oracle in 2022, and the Oracle system offered today is no longer a fully-integrated system operating on a single platform and database. Each of Oracle's core EHR, population health, and revenue cycle functions use different technology infrastructures and databases. The current Oracle system as applied to EHR, population health, and revenue cycle, would not meet the County's 2011 minimum mandatory requirements. In that same timeline, no vendor other than Epic has emerged that would be able to meet this minimum mandatory requirement.

Per prior approval from the Board, DHS has been in negotiations with Oracle to purchase Oracle's revenue cycle system under the County's 2012 ORCHID agreement. DHS needs a new revenue cycle system to enable its billing transformation and transition to line-item billing. The proposed pricing for the Oracle revenue cycle system (which is a system that is new to the market and is only operating at a few hospitals) is significant, with a projected total cost of ownership over the first 10 years in excess of $200 million. The cost to add the Oracle revenue cycle system has caused DHS leadership to question how the increased costs of the Oracle system after adding Oracle's revenue cycle product compares to the total cost of transitioning to and operating Epic's EHR system.

JUSTIFICATION

Currently, Epic is the only EHR system that is fully integrated with population health and revenue cycle, that uses the same coding and a common database across all capabilities, and that supports large academic medical centers and the largest health systems in the country for both inpatient and ambulatory services. Many of the largest public health systems in the U.S. use Epic, including New York City Health and Hospitals (11 hospitals and 29 health centers) in New York, Jackson Health System (seven hospitals and 10 health centers) in Florida, Harris Health (two hospitals and 16 health centers) in Houston, Texas, and Parkland Health (one hospital and 17 health centers) in Dallas, Texas.

Based on KLAS Research (KLAS) ratings (KLAS is a leading independent healthcare industry market research firm), industry publications, and observations of leading health care executives, Epic is a reliable and trusted business partner, and the Epic system (i) is routinely the highest rated EHR system according to KLAS, (ii) is used to train the vast majority of medical students, (iii) is the system most physicians prefer, consistently achieving the highest clinical satisfaction ratings among EHR users, (iv) is known to function well and in an integrated way in the largest and most complex health care organizations, and (v) is the only system adding significant new customers over the last several years.

The projected annual operating costs for the entire, integrated Epic system are lower than the projected annual operating costs for the County's existing Oracle system with the addition of the Oracle revenue cycle system. The projected one-time costs to transition to the entire Epic system, including Epic's EHR, revenue cycle, and population health solutions, are higher than the projected one-time costs to add the Oracle revenue cycle system to the County's existing EHR and population health solutions that are provided by Oracle. As compared to proceeding with Oracle's revenue cycle system, the County will realize savings on its annual operating costs within three years of executing a contract with Epic, and will realize net savings with Epic after approximately 10 years of system use, without consideration of potential care improvements, clinician satisfaction improvements, and revenue enhancements that are likely achievable with Epic.

CONCLUSION

DHS believes the total cost to add Oracle's revenue cycle system alone, as compared to the total cost of implementing the entire Epic product line (which includes EHR, population health, and revenue cycle on an integrated database), in addition to the clinical, workforce, and operational advantages of Epic, supports the conclusion that it is in the County's best economic and long term interests to evaluate the alternative vendor (Epic) to determine the best investment path for the County.

Pursuant to Board Policy 5.100, DHS will proceed with sole source negotiations in four weeks from the date of this memo, unless otherwise instructed by the Board. If contract negotiations are successful, DHS will return to the Board to seek authorization to execute the sole source contracts with Epic Systems Corporation and Epic Hosting, LLC.

If you have any questions, you may contact me, or your staff may contact Julio Alvarado, Director, Contracts and Grants Division, by email at jalvarado@dhs.lacounty.gov.

CG:rs

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT D
FOR EPIC SYSTEMS CORP.

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100
SOLE SOURCE CHECKLIST

Department Name: Health Services

☑ New Sole Source Contract

☐ New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one single source for the service exists.
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
✓	➢ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Kieu-Anh King
Chief Executive Office

21 Sept 2026
Date

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100
SOLE SOURCE CHECKLIST

Department Name: Health Services

☑ New Sole Source Contract

☐ New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one single source for the service exists.
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
✓	➢ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Kieu-Anh King
Chief Executive Office

21 Sept 2026
Date