

ELECTRONIC MEDICAL RECORD SYSTEM SOFTWARE LICENSE AND ACCESS AGREEMENT

This Electronic Medical Record System Software License and Access Agreement ("Agreement") is made and entered into as of March 24, 2025 ("Effective Date") by and between the Ohio State University on behalf of its Wexner Medical Center ("OSU") and City of Columbus, Department of Health ("CLIENT"), on behalf of itself and its Affiliated Entities. For purposes of this Agreement, an Affiliated Entity shall mean an entity that (a) directly or indirectly owns or controls more than fifty percent of CLIENT, or (b) is more than fifty percent owned or controlled, directly or indirectly, by CLIENT or an entity described in clause (a). CLIENT and its Affiliated Entities shall be referred to as "Client."

1. Background

OSU is an instrumentality of the State of Ohio and an academic medical center whose mission is to improve people's lives through innovation in research, education and patient care. In order to better meet its mission, OSU has invested in and implemented an electronic medical record system and certain related components from Epic System's Corporation ("Epic") as further described on **Exhibit A EMR as a Service: Locations, Scope/Overview, Epic Modules, Third Party Applications, and Ownership**.

Client desires to implement access to Epic's Electronic Medical Record technology ("EMR") via a hosting partnership with OSU through Epic's Connect platform; and, in order to better serve the health needs of Client's community, OSU desires to extend access to its Epic Electronic Medical Record technology ("EMR System") through Epic Connect to Client, subject to the terms and conditions of this Agreement.

List of Exhibits (attached hereto and made a part of this Agreement)

Exhibit A	EMR as a Service: Locations, Scope/Overview, Epic Modules, Third Party Applications, and Ownership
Exhibit B	Implementation Services
Exhibit C	Training Services
Exhibit D	Support and
Exhibit E	Maintenance
Exhibit F	System Access Add-Change-Remove
Exhibit G	Management of Medical Records
Exhibit H	Fee Schedule
Exhibit I	Change Orders Business Associate Agreement

2. Provision of EMR System

2.1 Implementation. As soon as practicable following the Effective Date, OSU shall provide the services necessary to implement Client's access to the EMR System as outlined in **Exhibit B Implementation Services**. In addition, OSU will provide an implementation schedule setting forth the sequence and schedule estimates of necessary implementation services (the "Implementation Schedule") following the execution of this Agreement and this Implementation Schedule is hereby incorporated into this Agreement by reference. Client is hereby granted a non-exclusive, personal, non-transferable, limited right to access and use the EMR System under the terms of this Agreement and only in compliance with applicable law

(including, without limitation, HIPAA, 42 C.F.R. Part 2, and Ohio law), and pursuant to OSU's policies and procedures, subject to revision, as same are available to Client.

- 2.2 Training Services. OSU shall provide to Client training on the use of the EMR System and the other requirements set forth in this Agreement through a combination of train-the-trainer and eLearning (which shall be the primary methods), OSU instructor-led training, and facilitation of third-party-led training in accordance with a written training plan as outlined in **Exhibit C Training Services**. OSU reserves the right to update training requirements as needed.

Access to the EMR System will only be provided to Authorized Users (as defined below) who meet the training requirements outlined in **Exhibit C Training Services**, and the other requirements set forth in this Agreement. OSU reserves the right to update training requirements as needed.

- 2.3 Access to EMR System. Subject to the terms and conditions of this Agreement, OSU hereby further grants to Client a non-transferable and non-exclusive right to extend access and use of the EMR System to Client's employed and contracted physicians, clinicians, nurses, and authorized support staff ("Authorized Users") solely for the purpose of Client's treatment, payment, or health care operations pursuant to the Client's status as a HIPAA Covered Entity.

OSU will maintain the EMR System in a single production directory supporting both OSU's facilities and Client's operations as set forth hereunder, and will maintain OSU's and Client's access to the EMR System equally. Execution of this Agreement shall constitute Client's consent to OSU de-identifying Client's protected health information solely for purposes of performance monitoring. OSU will not use Client's de-identified information for any other purposes and Client reserves the right to withdraw its consent at any time during the term of this Agreement. For the sake of clarity, OSU's right to use any of Client's de-identified information will terminate automatically upon the effective date of termination of this Agreement.

The selection and modification of Authorized Users, and the implementation and maintenance of security relating to access to the EMR System by Authorized Users shall be the sole responsibility of Client. Except as otherwise specifically set forth herein or in a separate agreement between OSU and Client, use of the EMR System is not permitted for any reasons except for Client's treatment, payment or health care operations. Neither party will be shown or have access to the other party's third-party payor information or fee schedule information, other than as needed by OSU maintenance and support personnel to provide Client with access to the EMR System.

- 2.4 Maintenance. OSU shall provide maintenance and support services as set forth in **Exhibit D Support and Maintenance**.
- 2.5 Additional Services. OSU shall provide to Client those Additional Services set forth in **Exhibit A Epic Modules & Third Party Applications**. All services referenced in this Article 2 are collectively being referred to as the "Services."
- 2.6 Changes to EMR System. OSU may, from time to time and including changes made in accordance with the change process set forth in **Exhibit H Change Orders**, and if applicable, in accordance with OSU's policies and procedures, as same are made available to Client, change the components and functionality of the EMR System. Client shall have the opportunity to participate in the stakeholder groups in accordance with OSU's change process structure and

policies and procedures, as have been provided to Client. Any changes to the policies and procedures applicable to this Section 2.6 shall be provided to Client with sufficient advance notice. OSU shall give Client reasonable advance notice (but no less than thirty (30) days advance notice) of any such changes if they are reasonably expected to materially impact Client's use of the EMR System, but in all cases such notice shall be given to Client contemporaneously with any notice provided to OSU's own users and/or training staff. This time limit does not apply to Emergency Changes as determined in OSU's reasonable discretion. "Emergency Changes" shall include the following: a change by made by Epic, or a third-party vendor with Epic's approval, that has an impact on the EMR System which would require an immediate change to the EMR System in order to accommodate Epic's or the third-party vendor's change. In the event that any such changes materially and adversely impact Client's use of the EMR System, and if OSU cannot reasonably mitigate the impact, then Client may terminate this Agreement upon written notice given within sixty (60) days following implementation of the change and OSU shall refund to Client any prepaid fees attributable to the terminated portion of the Service Period in which such termination occurs.

2.7 OSU and Client leadership teams will be available to meet every other month for a strategic discussion to address issues, escalation, planning, and other topics important to either party. This meeting will also be a venue for any additional leadership discussions that may be appropriate. Regular attendees from OSU will include the Director of Connect and/or the CIO.

3. Client Obligations

- 3.1 Third-Party Components. Client acknowledges and agrees that the hardware, software, network access and other components specified in **Exhibit A EMR as a Service; Locations, Scope/Overview, Epic Modules, Third Party Applications and Ownership** are necessary for Client to access and use the EMR System and must be obtained separately by Client. Client agrees that the third-party components are not the subject of this Agreement, and OSU shall not be responsible for the procurement, installation or maintenance of the third-party components, and OSU makes no representations or warranties regarding the third-party components whatsoever. Any fees for the third-party components shall be borne exclusively by Client and paid directly to the vendors of the necessary third-party components.
- 3.2 Client is responsible for identifying a project leader who will work in conjunction with the OSU implementation team. Client agrees to identify and maintain one employee who can coordinate with OSU on day-to-day questions and issues.
- 3.3 Use of the EMR System. Client is responsible for all uses of, and disclosures from, the EMR System by Client or through Client's user accounts, including all use of user IDs and passwords assigned by OSU. Client shall follow **Exhibit E System Access Add-Change-Remove**.
- 3.4 Compliance with Laws. Client shall not knowingly use or permit the EMR System to be used (i) in violation of any applicable export laws and regulations (including without limitation any U.S. export laws and regulations); (ii) in violation of any applicable national, state or local laws or regulations, including without limitation any laws governing access to the EMR System or governing Client's use of patient medical records and other information and materials uploaded

to the EMR System by Authorized Users; or (iii) in ways that infringe the rights of others, or interfere with other users of the EMR System or other networks. Client shall at all times comply, and shall exercise reasonable efforts, including providing regular and appropriate training as well as sanctioning violations to cause its personnel to comply, with the provisions of HIPAA, 42 C.F.R. Part 2, and all applicable Ohio laws. OSU shall exercise reasonable efforts to comply, including providing regular and appropriate training as well as sanctioning violations, and shall cause its personnel to comply, with all laws and regulations applicable to OSU's provision of, and access to the EMR System.

3.5 Restrictions. Client shall not, nor shall it permit Authorized Users or any other party to, disassemble, decompile, reverse engineer, copy, modify, create or add interfaces to, transcribe, store, translate, sell, lease, authorize third parties to access, or otherwise transfer or distribute any of the EMR System, the user documentation provided with the EMR System (the "Documentation") or any of the software applications used to provide the EMR System, in whole or in part, except as expressly permitted under this Agreement. Client shall not use the EMR System for the benefit of third parties or in a "service bureau" capacity. OSU expressly acknowledges and agrees that Client shall be permitted to host its own interface engines and directly interface the EMR System with Client-owned downstream systems, whether maintained by a third party or not. OSU shall cooperate as needed with Client to interface the EMR System with other systems provided Client pays OSU's cost (according to Change Order process) of such assistance and continued maintenance of the interface. OSU may deny a Client request to interface the EMR System, which requires EMR System changes, with other systems by providing Client with reasonably adequate evidence that such interface: (i) jeopardizes the integrity or operation of the EMR System; (ii) jeopardizes the security of the EMR System; or (iii) is not technically possible irrespective of the cost of creating and maintaining the interface.

3.6 Medical Records and HIPAA. Client shall agree to establish and implement reasonable policies and procedures to follow all applicable State and Federal privacy and security laws, including the management of medical records guidelines set forth in **Exhibit F Management of Medical Records**.

4. Ownership

4.1 EMR System. Except for the express rights granted to Client under this Agreement, all rights, title and interest to the EMR System, the software applications used to provide the EMR System, the Documentation and any other information, software or materials provided to Client by OSU under this Agreement, including all intellectual property rights therein, shall at all times remain solely with OSU and/or its licensors and vendors. Client shall reproduce all copyright and trademark notices appearing on all copies of the documentation. Notwithstanding any other provision of this Agreement, Client shall not be required to place any reference to OSU on any documentation provided to a patient and Client is permitted to place its own logo on any such documentation.

4.2 Third-Party Software. If OSU licenses any third-party software on Client's behalf, OSU and Client shall cooperate in good faith to negotiate such third-party license agreements with such third-party software vendors upon mutually agreeable terms and Client shall execute such negotiated license agreements prior to delivery or installation of the third-party software.

5. Payment Pricing

- 5.1 Fees. Client shall pay to OSU the fees and expenses set forth in **Exhibit G Fee Schedule**. Neither the fees charged to Client under this Agreement nor Client's eligibility to enter into this Agreement were determined in a manner that takes into account the volume nor value of referrals or other business generated between the parties. Except as otherwise set forth in **Exhibit G Fee Schedule**, all invoices shall be paid by Client upon receipt of a detailed invoice.
- 5.2 Late Payments. All payments not made within thirty (30) days after they become due shall be deemed late and may cause suspension of Client's ability to request changes to the EMR system. In addition to any other remedies that may be available in the event that payments remains outstanding for more than thirty (30) days after written notification to the Client, OSU may reduce EMR access to read-only and/or suspend Client's access to EMR systems
- 5.3 Pricing Adjustments. Pricing adjustments to Epic and EMR third party vendor system Maintenance Fees are proposed through the Change Order process or through the EMR System annual review process.

(a) Volume Levels. To determine the initial Implementation Fees and monthly Maintenance Fees, as defined in **Exhibit G Fee Schedule**, OSU and Client have projected the following Client volume levels based on the following metrics (individually referred to as "Metric," collectively the "Metrics") at Client's first productive use of the EMR System ("Go Live Date"):

- a. Client's outpatient volume: 41,978 visits annually;
- b. Client's number of physicians: 8
- c. Client's number of advanced practice providers: 9
- d. Client's concurrent user count: 216;
- e. Client's number of total users: 240;
- f. Client's number of integrated lab instruments: 0;
- g. Client's imaging volume: 0 studies annually;

Client's volume levels of the Metrics will be reviewed six (6) months after the Go Live Date and annually thereafter (the "Base Line Date") to determine a base volume level for each Metric above (the "Base Line"), at which time OSU may adjust the Maintenance Fees set forth in **Exhibit G Fee Schedule** to reflect OSU's costs based on the most up-to-date Metrics, , to deliver the EMR System, including adjustments in Third Party vendor pricing, based on the Base Line, from the Base Line Date forward. If Client requests any new functionalities under this Agreement, OSU and Client will negotiate any increase in the Exhibit G Fee Schedule related to Client's request for additional services.

(b) Non-Volume Based Pricing Increases. Starting one (1) year after the Go-Live Date and coinciding with the Base Line Date, OSU shall have the right annually to adjust the Maintenance Fees outlined on the **Exhibit G Fee Schedule** utilizing the Consumer Pricing Index, Bureau of Labor Statistics, Annual All Item Index ("CPI"), but in no event shall exceed more than 5% annually. The initial six-month volume review (and any corresponding pricing adjustment) and the one-year volume review (and any corresponding pricing adjustment), which are both provided for in 5.3(a) above, are not subject to the one-year pricing freeze contained in this paragraph.

- 5.4 Additional Fees. Considerable effort has been made to include all anticipated charges in good faith, however there are circumstances when additional charges from third parties are

identified and may need to be passed on to Client. Such additional charges may apply, including but not limited to new vendor-imposed charges to OSU, additional required licensing, and charges or expenses incurred by OSU resulting from regulatory or other unanticipated changes. These charges will, where appropriate, be a pass through, at OSU's cost, and apportioned to Client's impact of the additional charges. For the avoidance of doubt, additional fees are not intended to be duplicative of fee increases under Section 5.3 but rather are intended to capture new charges to OSU within as opposed to increases in existing items initially contemplated under this Agreement.

6. Term; Termination

6.1 Term; Renewal. This Agreement shall be effective as of the Effective Date and shall continue for an initial period of ten (10) years from the Go-Live Date ("Initial Service Period"), subject to the yearly legislated appropriation of funds by City Council and the encumbrance of said funds by the City Auditor. During the ten (10) year Initial Service Period, if the necessary funds for a subsequent year cannot be secured, Client shall provide sixty (60) days notice prior to the end of the current contract year's expiration notifying OSU of its intent to terminate prior to the expiration of the ten (10) year Initial Service Period.. After the expiration of the Initial Service Period, this Agreement shall automatically renew for three (3) years ("Renewal Service Period," each Renewal Service Period and the Initial Service Period being the "Service Period"), and, subsequently, will automatically renew for an additional Renewal Service Period, unless either party, by notice in writing, at least one hundred eighty (180) days prior to the expiration of the Initial Service Period or the Renewal Service Period, advises the other party of its desire to terminate or not to renew.

6.2 Termination.

6.2.1 Termination by Client.

(a) For Cause. Client may terminate this Agreement (i) in the event OSU commits a material breach of this Agreement and such breach continues for a period of ninety (90) days following written notice of such breach, (ii) immediately if OSU makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy, (iii) unavailability of the EMR System, including on account of a Force Majeure Event, if unavailability continues for ten (10) days or longer, or (iv) upon any termination of OSU's agreement with Epic, of which OSU shall provide immediate notice to Client, and in which case this Agreement shall terminate contemporaneously with the effective date of termination of OSU's agreement with Epic. A "Force Majeure Event" includes acts of God, fire, war, actual or threatened terrorism, third party criminal acts ((to the extent not a result of OSU's acts or omissions that constitute breach of this Agreement), civil disturbance, embargo, any law or governmental regulations or labor dispute (other than disputes between the delaying party and its own labor force), and similar circumstances beyond the reasonable control of Client or OSU. In the event of Client's termination for cause under this Section 6.2.1, then OSU shall refund all prepaid fees or shall be relieved from paying any remaining fees due and owed under this Agreement.

(b) Without Cause. Client may terminate this Agreement without cause upon (12) months prior written notice. Upon termination without cause, Client shall have the obligation to pay OSU fees accrued through the termination date, but shall have no obligation to pay liquidated damages or other fees reflecting months remaining on the initial term or any renewal term.

6.2.2 Termination by OSU. OSU may terminate this Agreement (i) if Client commits a material

breach of this Agreement and such breach continues for a period of ninety (90) days following written notice of such breach; (ii) upon the closing of the transaction, if Client experiences a Change of Control, or otherwise affiliates with any other hospital or health system that is in direct competition with OSU, or (iii) immediately if Client makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy, or (iv) if Client, including but not limited to Client's employees, subcontractors, agents or representatives, commits multiple or systemic breaches of OSU patient information in violation of HIPAA without corrective action being taken by Client. For purposes of this Agreement, a "**Change of Control**" shall mean (i) any consolidation, member substitution, sale, merger (including a merger of Client's provider number into another provider's provider number where such other provider number is the surviving provider number, even if there is no merger of the legal entities associated with such provider numbers), business combination, recapitalization or other transaction involving Client where the board of directors immediately prior to such transaction does not comprise at least a majority of the governing body of the resulting or surviving entity; (ii) the sale or lease of all or any significant portion of Client's assets to any entity that intends to use such assets to provide acute care services; (iii) a change in owner is filed for Client's registration with the Ohio Department of Health; or (iv) any other transaction the result of which is that Client is no longer owned and controlled by the current Client entity and board of directors.

OSU, after providing reasonable advance notice where practical, may terminate the access granted to any component of the EMR System in the event that any license or other agreement under which OSU acquired rights to such component expires or terminates, in which event OSU shall refund to Client any prepaid fees attributable to such component for the terminated portion of the Service Period in which such termination occurs. Upon such termination, OSU shall provide a reasonably equivalent substitute if necessary and practicable as determined by the parties. OSU shall use commercially reasonable efforts to maintain all licenses and other agreements required in order to provide the EMR System to Client as set forth in this Agreement.

6.3 Data transition upon termination. During the term of this Agreement, the parties shall work together to develop an understanding of the EMR System's capability to capture, deliver and export data in order to assist in the delivery of data to Client and/or Client's transition to a new electronic medical records system ("New System"), if such transition option is exercised.

Upon termination of this Agreement for any reason and upon OSU receiving written request from Client, OSU will, within thirty (30) days provide Client with files containing a copy of Client's patients' demographic data, a listing of all open accounts and a listing of all future scheduled patient appointments.

For a period of eighteen (18) months after the effective date of such non-renewal or termination, OSU shall continue to provide access to and use of the EMR System as set forth in this Agreement and provide reasonable assistance with transitioning and migrating all Client's Data on the EMR System to Client's New System, allowing Client access to the EMR System for the purpose of migrating such data, and reasonably cooperating with Client or a third party vendor with respect to conversions and interfaces ("Transition Services"). "Client Data" shall mean any and all data exchanged with, stored within, or processed by or through the EMR System, collected, used or generated as a result of Client's use of the EMR System or otherwise provided or made available to OSU hereunder, including but not limited to all derivatives thereof (regardless of whether such data has been de-identified, aggregated with data from other organizations, cleansed or otherwise modified or manipulated). Client Data includes but is not limited to protected health information, personally-identifiable data (such as any data or information that identifies an individual or that could be used to identify or authenticate an individual) If termination is due to reasons as set forth in 6.2.2(i)-(iv), then the parties shall work together in good faith to ensure the privacy and security of each party's data during the transition to Client's New System. Additionally, upon termination, OSU acknowledges that Client may require the ongoing use of OSU's EMR configuration to successfully transition and migrate Client's Data to the New System and to maintain its own production directory going forward, and OSU hereby agrees to allow Client the ongoing use of such configuration to facilitate such transition.

Client is ultimately responsible for migrating the Client Data from the EMR System to the New System.

Actual conversion costs will be identified by OSU and paid by Client, in addition to any other reasonable costs mutually agreed to, prior to the transitioning of data to the New System ("Transition Services").

- 6.4 Effect of Termination. Upon expiration or termination of this Agreement (i) all rights granted under this Agreement shall terminate (except those that by their terms impose post-termination rights and responsibilities), (ii) each party shall return all copies of the other party's Confidential Information (as defined below in paragraph 11.1), and (iii) Client shall promptly return all hardware and other materials provided by OSU under this Agreement. Termination shall not affect obligations that accrued prior to the effective date of termination. The obligations of the parties under Sections 3, 7, 8, 9, 10, 11, 12 and 14, and all other provisions which, by their nature are intent to survive, shall survive any expiration or termination of this Agreement.

7. Warranties

- 7.1 By OSU. OSU represents and warrants to Client that: (i) OSU has the full right, power and authority to enter into this Agreement, (ii) it shall perform all Services in a workmanlike manner, (iii) OSU will provide Client with the same core functionality and performance standards that are available to OSU's users, (iv) no aspect of the EMR System or the use of the EMR System by Client as intended hereunder, infringes the intellectual property rights of any third party, (v) the functionality, operation and performance of the EMR System reasonably

complies with the specifications and Documentation provided by OSU for the EMR System, (vi) the EMR System is capable and will continue to be capable to meet appropriate "promoting interoperability" criteria meaning that the EMR System is ONC HIT Certification Program compliant as maintained by the Office of National Coordinator for Health Information Technology, and (vii) the EMR System is capable of being in compliance with all state and federal regulatory requirements, including privacy and data security standards. These warranties shall be in effect throughout the term of this Agreement. Without limiting the generality of the foregoing, OSU further represents and warrants that (i) the Services do not and will not contain any disabling code, lockup, key lock, time bomb, or other device, method or means that could be used to interrupt access or use of the Services or the Client Data contained therein, or to otherwise alter or destroy the Services or Client Data, (ii) at the time of the Go- Live Date, the Services will be free of any viruses, malware, worms, or other security threats and OSU will follow the highest industry standards for testing and patching the EMR System during the term of this Agreement, (iii) the Services will maintain the accuracy and integrity of the Client Data throughout any migration or implementation process provided as part of the Services under this Agreement, (iv) in providing the Services, OSU will protect the privacy and security of Client Data according to the highest industry standards for such Services, and (v) OSU will provide all Services in a timely manner to ensure that the deadlines set forth in the Implementation Schedule or similar document can be met as long as Client meets its obligations under the Implementation Schedule and this Agreement.

7.2 By Client. Client represents and warrants to OSU that: (i) Client has the full right, power and authority to enter into this Agreement; (ii) the Client Data will not infringe or violate the rights of any third party including, but not limited to, intellectual property rights; will not be abusive; will not be defamatory or obscene; and will not violate any applicable law, and (iii) Client has not made and will not make the provision of the Services provided to it under this Agreement a condition of continuing to utilize the health facilities and services offered by OSU.

7.3 OSU operates the Client's EMR System on the same hardware platform as OSU. Both Client and OSU will utilize the same help desk support structure and tools. OSU represents and warrants that the central system performance, uptime, and redundancy will be uniform for OSU and Client.

7.4 **DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION 7 OR ELSEWHERE IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. OSU DOES NOT WARRANT THAT CLIENT'S USE OF THE EMR SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON OSU AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.**

8. Disclaimer and Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE LIMITS OF THIS CLAUSE, EACH PARTY TO THIS AGREEMENT SHALL BE RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ITS NEGLIGENT

OR MORE CULPABLE ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, OR ITS FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. OSU'S ENTIRE LIABILITY FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO OSU UNDER THIS AGREEMENT. CLIENT'S ENTIRE LIABILITY FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO OSU UNDER THIS AGREEMENT PLUS THE BALANCE OF IMPLEMENTATION COST. THE LIMITATIONS ON LIABILITY UNDER THIS SECTION 8 SHALL NOT APPLY TO DAMAGES WHICH EITHER PARTY INCURS AS A RESULT OF A DATA BREACH AS THAT TERM IS DEFINED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA").

9. Omitted

10. HIPAA

- 10.1 HIPAA Business Associate Agreement. OSU is Client's business associate as that term is defined by HIPAA for purposes of the performance of this Agreement. OSU and Client will enter into a business associate agreement as set forth in **Exhibit I Business Associate Agreement** to memorialize OSU's HIPAA obligations as Client's business associate.
- 10.2 HIPAA Compliance Program. Client will be responsible for its own HIPAA compliance program. Under this Agreement, the minimum requirements are as follows:
- a. Client will maintain an adequate information risk management program, including assessing vendors that will be accessing the EMR system for security risk.
 - b. Client will have an industry standard medical record user audit process and HIPAA compliance program that complies with the HIPAA regulations.
 - c. Client will provide breach notification to affected individuals, the U.S. Department of Health and Human Services, and to the media, as required by HIPAA and/or state law for any breach of PHI caused by Client's workforce members, including all Authorized Users.
 - d. Client will notify OSU within one (1) business day of discovery by Client's Privacy Officer of any unauthorized access to the EMR System.

- e. Client will notify OSU within one (1) business day where access is being suspended or revoked from an Authorized User for any reason including end of employment.
- f. Client will notify OSU within one (1) business day of the discovery by Client's Privacy Officer of any reasonable indication of a HIPAA compliance issue related to any OSU patient information.
- g. OSU will notify Client within one (1) business day of the discovery of any reasonable indication of a HIPAA compliance issue related to any Client patient information.
- h. Client will comply at all times with the minimum necessary standard as defined in HIPAA.
- i. Client will provide OSU annually with an executed attestation confirming Client's compliance with HIPAA, including but not limited to, the minimum necessary requirements as it applies to the EMR System.

10.3 HIPAA Issues. If OSU becomes aware of an issue related to any Authorized Users, or any other unauthorized access by an individual under Client's control, that may reasonably (as determined in OSU's sole discretion) lead to a HIPAA compliance issue for OSU, OSU shall notify Client within one (1) business day of becoming aware and may take immediate actions up to and including the right to revoke the offending individual's access to the EMR System.

11. Confidentiality

11.1 Confidentiality. Each party shall retain in confidence and shall not, without the prior written consent of the other party (the "Disclosing Party"), disclose in any manner or use, except as needed for performance of its obligations or enjoyment of its rights under this Agreement, any information disclosed to a party (the "Receiving Party") by the Disclosing Party and either marked at the time of disclosure as being confidential, identified in writing by the Disclosing Party within thirty (30) days of disclosure to the Receiving Party as being confidential, or from all the relevant circumstances, should reasonably be assumed to be confidential ("Confidential Information"). The EMR System and the Documentation shall be deemed Confidential Information of OSU, regardless of how marked or identified, and all Client Data in, or accessed by, the EMR System, including any payor information, is Client Confidential Information. This Section shall impose no obligation upon the Receiving Party with respect to any information that: (i) is publicly available at the time received by Receiving Party; (ii) becomes publicly available other than by breach of the Receiving Party's obligations hereunder or the unlawful acts of a third party; (iii) is known to the Receiving Party prior to receipt from the Disclosing Party; (iv) is received by Receiving Party from a third party if such third party has the right to make such disclosure; or (v) is independently developed by the Receiving Party without use of Confidential Information. The Receiving Party may disclose the Confidential Information if and only to the extent such disclosure is required by law, regulation or other lawful order or process, and the Receiving Party, to the extent reasonably possible, promptly notifies the Disclosing Party of the disclosure requirement to permit the Disclosing Party to oppose or limit such disclosure. The Receiving Party may disclose Confidential Information to third party independent contractors, provided that such individuals and entities must have a need to know such information for purposes of their engagement and must have agreed in writing to abide by obligations that are at least as stringent as the Receiving Party's hereunder. The Receiving Party shall be responsible to the Disclosing Party for the acts and omissions of third parties to whom it provides Confidential Information, as if those acts and omissions were its own.

Proprietary Financial Data. Without either party's written express consent or without a need for system support, neither party shall access any of the other party's proprietary financial information that may be present within the EMR System database by virtue of Client's implementation of the EMR System. OSU shall implement reasonable protections within the EMR System to prevent such

access. Nothing herein shall restrict OSU or Client from accessing patient health information that will be available to users of the EMR System for the sole purpose of treatment, payment or health care operations.

12. Compliance

- 12.1 The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not a purpose, nor is it a requirement, of this Agreement or of any other agreement between the parties, to offer or receive any remuneration or benefit of any nature to solicit, require induce, or encourage the referral of any patient, payment of which may be made in whole or in part by Medicare, Medicaid or any federal or state health care program. This Agreement has been prepared to comply, to the extent possible, with the safe harbor regulations published at 42 C.F.R. § 1001.952. No service provided under this Agreement is being offered in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. In the event that any of Client's patients need further health care services which are not offered by Client, patient is free to select any hospital at which to receive such services and neither Client nor OSU will influence such decision.
- 12.2 Each party acknowledges its obligations under Section 1128B(b) of the Social Security Act to the extent applicable to this Agreement. Upon Client's request, OSU will in good faith cooperate with and assist Client as necessary to enable Client to comply with the requirements set forth in Section 1128B(b)(3)(A) of the Social Security Act by providing Client with information in OSU's possession reasonably needed by Client for the reporting of Client's costs under this Agreement. In the event that both parties determine in good faith that that the Agreement must be amended with respect to rebates, discounts or other pricing information aspects of the Agreement to avoid a violation of Section 1128B(b), then the parties will work together in good faith to discuss and execute a mutually agreeable amendment addressing such requirement.
- 12.3 To the extent applicable, the parties shall comply with all of the requirements of the Payment Card Industry Data Security Standards (PCI-DSS).

13. Promotion

- 13.1 Product Reference. Client agrees to act in the capacity of a reference to discuss the EMR System with potential OSU clients and business partners.
- 13.2 Press Release. Client agrees to allow the use of its name and a description of its use or provision of the EMR System to be used in OSU press releases, including one press release within one hundred and twenty (120) days following the Effective Date. Client will have the right to review and approve any press release before publication, and such approval will not be unreasonably withheld or delayed.
- 13.3 Client Lists. Client agrees to allow the use of its name in a list of clients on the OSU Web site and for HIPAA documentation purposes. Any other use of Client's name must be approved, in writing, by Client prior to use.

- 13.4 Trademark and/or Logo Usage. Client is not permitted to use the OSU trademark or logo without prior written approval from OSU.

14. General

- 14.1 Independent Contractors. The relationship between the parties shall be that of independent contractors. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture or other relationship other than as previously described in this Agreement. Neither party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of the other party.
- 14.2 Change Control Process. Changes to this Agreement for the purposes of altering the scope of services provided will be accomplished according to the change order process set forth in **Exhibit H Change Orders**. An example of such a change might be to add a custom report or an additional interface. Large, complex or fundamental changes will require a full Agreement amendment. All other changes to the Agreement shall require an amendment signed by both parties. The parties shall mutually agree what changes require a Change Order or an amendment.
- 14.3 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits or appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. All exhibits, appendices, fully executed amendments and addenda to this Agreement, whether attached hereto or executed by both parties at a later time, are incorporated into and form an integral part of this Agreement. This Agreement covers all of the electronic health records items and services to be furnished by OSU to Client. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit or appendices hereto or any other parts of this Agreement, the terms contained in the body of this Agreement shall control. This Agreement may be modified only by a written agreement dated subsequent to the Effective Date and signed on behalf of the parties by their respective duly authorized representatives.
- 14.4 Compliance with Law/Severability. In the event that a party becomes aware in the future that this arrangement does not comport with the requirements of the federal Stark Law or the federal anti-kickback laws or other law applicable to one or both parties, that party shall promptly inform the other party of this occurrence, and such term shall be excluded to the extent of such invalidity or unenforceability. All other terms and conditions hereof shall remain in full force and effect. Further, and both parties shall meet promptly and endeavor in good faith to take such action as is legally warranted to restore this Agreement to compliance with the applicable law and attempt to agree upon an alternative provision to the invalid or unenforceable term which comes closest to expressing the original intention and economic impact of the invalid term. If the parties are unable to mutually agree upon an alternative provision within thirty (30) days (or such lesser time if required by law) to such amendment(s) to this Agreement as will render the offending provision(s) of this Agreement compliant with law, or if a court of competent jurisdiction or other appropriate legal agency or authority determines that any provision of this Agreement is invalid, illegal or unenforceable, that provision(s) of the Agreement shall be deemed stricken from the Agreement and the remainder of the Agreement shall remain.
- 14.5 No Waiver. No waiver of any breach of any provisions of *this* Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions

hereof or thereof, and no waiver shall be effective unless made in writing and signed by the duly authorized representative of the party to be charged.

- 14.6 Notices. All notices that OSU or Client may give to the other pursuant to this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, (i) if to Client, to the attention of the Director of Data Modernization and Epidemiology at 240 Parsons Ave., Columbus, OH 43215 (ii) if to OSU, to the attention of the VP/CIO and the General Counsel at 200 Meiling Hall, 370 W. 9th Ave., Columbus, OH 43210, or (iii) to such other address as the receiving party shall designate by written notice given in accordance with this Section. Notices shall be deemed received on the earliest of personal delivery, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.
- 14.7 Assignment; Subcontractors. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party. Any assignment which is not in accordance with this Section will be void. Notwithstanding anything herein to the contrary, OSU may subcontract with other parties to extend its EMR System to them through the Connect platform.
- 14.8 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 14.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance. Force Majeure Event. In the event of a Force Majeure Event, the non-performing party will promptly inform the other party of such event and the circumstances, keep the other party reasonably informed about the status of the event and use reasonable efforts under the circumstances to resume timely performance. If the Force Majeure Event continues for ten (10) days or longer, Client may immediately terminate this Agreement.
- 14.10 Governing Law and Forum. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of Ohio, without regard to the conflict of law provisions thereof. Any dispute arising hereunder which cannot be informally resolved shall be brought solely and exclusively in the federal or state courts sitting in Franklin County, Ohio, and each party hereby consents to the sole and exclusive jurisdiction and venue of such courts with regard to such actions.
- 14.11 No Excluded Provider. OSU represents and warrants that neither it nor, to the best of its knowledge, any of its officers, directors, agents, subcontractors, employees, or employees providing services under this Agreement have been excluded from participation in the Medicare or Medicaid programs or any other Federal or state health care programs. OSU will notify Client promptly in accordance with the notice provisions of this Agreement after learning of any such exclusion. OSU's current standard practice is to check the Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals/Entities ("LEIE") monthly to confirm that no OSU employee providing services

under a customer agreement is included on the LEIE. In the event OSU informs Client that it will subcontract Services to be performed under this Agreement, upon Client's request the parties will discuss at such time whether it is appropriate to implement a mutually agreed upon process for confirming that those of the subcontractor's employees who will be providing services to Client are not on the LEIE. In the event OSU is excluded, debarred or otherwise becomes ineligible from participation in any federal or state funded health care program, then Client may suspend doing business with OSU upon written notice to OSU. Client may withhold, without penalty or interest, any payments under this Agreement during any period of OSU's debarment or exclusion from participation. In the event OSU has not cured such debarment or exclusion from participation and restored its eligibility to participate within ninety (90) days, then Client may immediately terminate the whole of this Agreement upon written notice to OSU, and will thereafter have no obligation to make any payments of withheld or unaccrued license or maintenance fees under this Agreement.

- 14.12 Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, OSU will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies and any books, documents, records, and other data of OSU that are necessary to certify the nature and extent of costs incurred by Client for such services. If OSU carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, OSU will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the related organization will make available, upon written request of the Secretary of Health and Human Services of the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. This provision shall also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.
- 14.13 This Agreement is not intended, and shall not be construed, to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) arising out of or in connection with provision contained herein or contemplated by this Agreement.
- 14.14 Insurance. During this Agreement, and for two (2) years after, OSU shall carry and maintain, at its sole cost and expense, insurance or equivalent self-insurance as demonstrated in its publicly available certificates of insurance.
- 14.15 Dispute Resolution. In the event of a dispute between the Parties' respective duties and obligations under the terms of this Agreement, and prior to the commencement of any non-binding arbitration, both Parties agree to meet in good faith and exert their best efforts to reach a mutually satisfactory resolution to such dispute. Such meeting shall take place within ten (10) days of the receipt of request. The purpose of the meeting shall be to discuss and create a resolution plan and timeline for a thirty (30) day cure period.
- 14.16 Non-solicitation. Both parties acknowledge that each has a substantial investment in their respective employees and consultants. In consideration of this investment, the parties agree that during the term of this Agreement, and for a twelve-month period thereafter (regardless of the reason for termination), neither party may directly solicit for employment, retain the services of, employ, or contract with any employee or consultant of the other who worked on the development, installation or maintenance of the EMR System related to this Agreement, whether directly or through another company or agency. For purposes of this clause, the

foregoing does not prohibit general solicitations or recruiting activities for hiring by either Party addressed to the general public that may include, without limitation, advertisements by means of media of general circulation not specifically directed at the employees of the other Party including newspapers, magazines, Internet, radio or television or replies by either Party to postings to online resources including databases and job posting sites.

14.17 Client Partnerships and Business Dealings. Nothing herein shall prevent Client from entering into business dealings with any third parties, including but not limited to partnerships or joint venturers. Should Client enter into a business dealing with a third party, that does not grant OSU any right hereunder, including but not limited to termination, except as provided for herein. Such Partnerships and Business Dealings, however, will not supersede vendor approval processes with regard to accessing the EMR System.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement under seal as of the Effective Date.

OHIO STATE UNIVERSITY

DocuSigned by:

By: .

Jay Anderson

Name:

Jay M. Anderson, MBA

Print or Type

Title:

COO, Ohio State University
wexner Medical Center

Date:

05/21/2025

CITY OF COLUMBUS

By: DocuSigned by:
MWR by Anita Clark
5631545F188F46E...

Name: Mysheika W. Roberts, MD, MPH
Print or Type

Title: Health Commissioner

Date: 5/5/2025

BOARD OF HEALTH

By: Signed by:
Deena J. Chisolm
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Name: Deena J. Chisolm
Print of Type

Date: 5/5/2025

OSUWMC Medical Center IT

Project Scoping Document

Ambulatory Package

Columbus Public Health

Publish Date: 10/28/2024

Prepared by: Stacie Gece

Stephanie Rich

Sarah Diggs

Monica Scranton

Project Sponsor: Stacie Gece

Revision History

Version	Date	Name	Description
1.0	10/28/2024	Stephanie Rich	Document Inception
2.0	12/26/2024	Stephanie Rich	Locations added
3.0	1/17/24	Stephanie Rich	Section 0 - CPH locations added Exhibit A - added Health Information Exchange section to account for TEFCA participation Exhibit E - updated language in item 6 per OSUWMC internal audit Exhibit F - updated language per OSUWMC internal audit Exhibit G - updated to match most recent cost estimate sent to CPH on 12/5/24 Exhibit I - inserted BAA language

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SECTION 0: LOCATIONS

0.1 AMBULATORY / OUTPATIENT LOCATIONS

- Columbus Public Health – Main Building
240 Parsons Avenue
Columbus, Ohio 43215
- Social Work – Fairwood
1250 Fairwood Avenue
Columbus, Ohio 43215
- Social Work – Linden
1410 Cleveland Avenue
Columbus, Ohio 43125
- Women, Infants, Children (WIC) – Northeast
4337 Cleveland Avenue
Columbus, Ohio 43231
- Women, Infants, Children (WIC) – Linden
1390 Cleveland Avenue
Columbus, Ohio 43211
- Women, Infants, Children (WIC) – Westside
2300 West Broad Street
Columbus, Ohio 43204
- Women, Infants, Children (WIC) – Georgesville
1681 Holt Road
Columbus, Ohio 43228
- Women, Infants, Children (WIC) – Outerbelt East
79 Outerbelt Street
Columbus, Ohio 43213
- Women, Infants, Children (WIC) – Southside
1905 South Parsons Avenue
Columbus, Ohio 43207
- Women, Infants, Children (WIC) – East Central
1180 East Main Street
Columbus, Ohio 43205
- Social Work
Mobile Crisis Response
1120 Morse Rd.
Columbus, Ohio

Section 1: Project Overview

1.1 PROJECT STATEMENT

Client would like to standardize systems and process, in order to deliver better patient care and achieve predictable operational expenditures. OSUWMC is interested in leveraging its investment in IHIS and extending the EHR to community affiliates to enhance the quality of patient care for Ohio residents.

1.2 PROJECT DESCRIPTION

This project is to collaborate with Client to implement the contracted solutions and services by OSUWMC to the Client. Project is currently planned for a Go-Live date 9-12 months after from the Effective Date of this Agreement.

1.3 PROJECT GOALS AND OBJECTIVES

The goal of this project is to extend OSUWMC's clinical and revenue systems to the Client. The intention is to use OSUWMC's structure, functionality, content and to minimize Client customizations to ensure long term maintainability. Client would be running software on the same hardware as OSUWMC and OSUWMC Affiliates thus the two organization's patients as well as other OSUWMC affiliate organizations would be comingled in the same EMR System running on OSUWMC servers and hardware. The Client will utilize the Epic system as designed while leveraging the various customization tools that are available. OSUWMC will work cooperatively with the Client to make necessary customizations that are essential to their environment. Some of these may be able to be achieved at no cost while others may require more significant changes and additional cost.

A Go-Live date is defined as the use of the EHR for patient care at a specific site.

A project overview outlining the detailed aspects of the implementation will be reviewed and jointly agreed upon at the time of the project kickoff. Changes to that document will be made jointly throughout the course of the project.

1.4 BACKGROUND

Implementing a new EMR is a challenging venture. The Client acknowledges that adopting a new EMR will result in decreased productivity, especially at Go-Live. This decrease in productivity may have a negative impact on net revenue. OSUWMC is not responsible for these impacts. Furthermore, Client acknowledges the following potential challenges within its organization:

1. Some departments are already fully electronic, while others are paper.
2. Multiple ambulatory EMRs exist
3. Ability to adopt change and new operational / clinical workflows
4. Adequate staffing and resourcing
5. Need to have physician engagement, support, adoption
6. Replacing multiple legacy systems
7. Non standardized operational workflows may exist
8. Needs to adhere to best practice application change control practices utilized at OSUWMC.
9. Hospital technology devices must meet minimum security standards. (Computers, laptops, network switches).
10. Geographic diversity of Client hospitals and clinics will require high reliance on local staff.

1.5 CRITICAL SUCCESS FACTORS

- Client engagement of its workforce at all levels is critical to EHR Adoption. Client's acquisition of appropriate assets, personnel and training are vital to the success of this project.
- Engage the medical staff fostering change management and EHR Adoption.
- Adopt the OSUWMC clinical content, workflows and manage the required organizational change management processes. Adoption may require changes in current policies and processes related to pain, falls risk, DVT and other clinical, operational and revenue related practices.
- Adoption of enhancements associated with, but not limited to, the Epic Honor Roll, Gold Star and Connect Accreditation programs.

1.6 ASSUMPTIONS

- The base assumption is that no Service Level Agreements will be included into the contract. Client will be treated like all OSUWMC entities and as such the appropriate technologies will be put in place to ensure business continuity exists.
- Client Hospital will be responsible for the procurement and deployment of all devices (computers, printers, etc.) in accordance with OSUWMC minimum requirements.
- Client will send all staff for all appropriate training according to OSUWMC standards.
- There will be no customized programming to any OSUWMC applications especially for Client. OSUWMC will configure standard tools needed for the Client to utilize the system in their organization, as defined in the specific application sections below.
- OSUWMC has an upgrade schedule for system updates as well as full version upgrades. These upgrades may require downtime.
- Epic will be supported and hosted on the same EMR platform for both the Client and OSUWMC and its affiliates.
- Client will have additional interface and/or vendor costs when modifications are needed during transition to a new EMR.

1.7 CONSTRAINTS

Project is currently planned for an 9-12 month implementation based on the scope and timing of legal agreement finalization.

This project has limited funding and budget allocations. The implementation of this project may require “value engineering” in order to begin entry level/initial activities and look to the future for additional Design Highlights and functionalities.

1.8 RISKS

- Client hospital technology devices must meet minimum standards including computers, laptops, network switches, etc. Client will use hardware supported by vendor.
- Geographic diversity of Client hospitals and clinics will require high reliance on local staff, and extremely low frequency of OSUWMC on-site at Client Sites.
- Client Physician and Nurse Adoption and satisfaction with the OSUWMC EHR. Any satisfaction concerns could change the agreement and or defined solutions.
- Client will limit competing projects and ensure that existing projects do not impact implementation timelines.

Section 2: Division of Ownership	OSUWMC	Client
Overall Scope, Maintenance		
Medical records management practices will be defined by OSUWMC and followed by Client.	X	X
The organizations will agree upon patient consent language allowing both organizations to store and access patient information into the single OSUWMC Epic database.	X	X
OSUWMC will propose an approach and procedures for monitoring the appropriate user access and review of access audit trails. This will include procedures for inappropriate access and disciplinary actions.	X	X
OSUWMC will provision role based access and provide biannual report of users with corresponding system access for Client to review.	X	
Client will utilize the base Epic system as utilized at OSUWMC including the standard customization tools that are part of Epic. Unless specifically agreed upon, OSUWMC will not create customization for a Client workflow.		X
Third Party Clinical Practice Model (CPM) Content is utilized throughout the system. Appropriate review and approval process is followed.	X	
Voice Recognition dictation tools are functional within IHIS workflows. Licensing is not included in the EMR service but 3M M*Modal Fluency Direct is available as an add-on package. If the client chooses to implement a different Voice Recognition than is available from OSUWMC, the client agrees to support the software with a vendor support package. OSUWMC will provide contact information for vendors upon request.		X
All Client physical locations and departments will go live in a Big-Bang format. Client must prepare and staff their Go Live Support Team to be able to adequately support a Big-Bang Go Live. OSUWMC will staff accordingly to support the Client Go Live Support Team.		X
Ability to initiate enhancement requests; Client can initiate an enhancement request (change request process) at any time. Enhancement request prioritization process will be defined post-live.		X
All users have organizational email addresses endorsed by client.		X
Client will be responsible for using OSUWMC two factor authentication. If physical tokens are required by the individual user, there may be a cost associated.		X
Client maintains role based resources and adopts recommended workflows in order to meet requirements of Epic recognition programs such as Honor Roll, Gold Star and Connect Accreditation programs.		X
Major security incidents involving network connectivity, infrastructure, malware/ransomware will be formally communicated through appropriate contacts/channels - such as Connect Manager, Director or Relationship Manager as soon as practical and no later than 24 hours from identification. Each organization may independently sever connections to reduce or remove risk.	X	X
OSUWMC does not complete legacy system data conversion with the exception of an MRN conversion. Client is responsible for abstracting clinical data into Epic prior to go live.		X
Technical, Hardware, Support & Maintenance		

Hardware platform and hosting for Epic and various third-party applications	X	
A model for connectivity from Client to OSUWMC that supports the extension of EMR as a Service Program applications.	X	
Network connectivity meets minimum specifications. One time initial setup and ongoing network and site configuration costs.		X
1st level Help Desk support for EHR-based issues.	X	
2nd level technical support for Epic and third party applications.	X	
Monitor and ensure Service Level Agreement (SLA) for incidents, requests and non-catalog request items. SLAs for affiliate organizations are consistent with SLAs for OSUWMC customers.	X	
Stay Current with product releases for all systems and applications. This includes both the products delivered from the OSUWMC EMR as a Service Agreement as well as any Client 3 rd party systems and applications.	X	X
Desktops, printers and scanner devices meet the minimum standards as defined by OSUWMC and Epic. Purchase and install of desktops, memory upgrades, printers and other peripherals.		X
Dedicated Ancillary representation to assist with setup and testing. Specific needs are Pharmacy, Lab and Radiology as well as other ancillary departments in scope.		X
Instrument, analyzer and modality software and firmware updates including Pyxis/Omniceil or other integrated hardware / software.		X
Install and maintain a Business Continuity PC(s) with a locally attached printer and UPS power to print critical downtime reports per each critical area, minimally one per department for outpatient locations and one or two per IP unit or one per every 20 beds (per Epic guidelines and subject to change).		X
OSUWMC will be updating IHIS and supporting systems on a periodic basis which may require upgrades of Client equipment and software to meet minimum standards. Client is responsible for keeping supporting systems and hardware to meet these minimum standards. These upgrades may require downtime.		X
Provide on-site support for hardware and locally installed software.		X
Advise on Desktop, Printer, and Group policies.	X	
Deploy hardware, patch management, virus updates and software to desktop.		X
PC and printer naming and numbering conventions will follow OSUWMC standards. OSUWMC to provide guidance on the naming and numbering convention.		X
Provide documentation and knowledge for set up of Mobile devices using Haiku, Canto, or Rover.	X	
Deploy/assist users with Mobile device configuration.		X
Communication, Training & Staffing		
Client will provide access management liaison to assign role based access and training.		X

Communication of changes, updates and outages will be provided to Client to allow for planning and explanation of issues that incur downtime.	X	
Provide agreed upon staffing models for Implementation, go live support and ongoing training and support, including training coordinators, optimization specialists, classroom training specialists and super users, as determined by completion of a training calculator.		X
Provide a SCORM-compliant Learning Management System that has or obtains a 3rd party vendor agreement with Epic for housing eLearning and tracking completion of training and proficiency assessments.		X
Assure all staff and providers accessing Epic complete required training as outlined for Ancillary and Third Party applications and Epic applications and complete proficiency per application prior to gaining access to any application.		X
Labor costs associated with training.		X
Proficient Cogito Reporting Analysts/Experts will be staffed by the Client (ie. Data Steward).		X
Contracts, Financial		
Contracting for licenses and maintenance to use Epic software.	X	
Contracting for Clearing House, Direct Payor Connections, Patient Statements and collection agency.		X
Client is responsible for their own revenue integrity.		X
All third party applications owned by client are maintained at current system specifications.		X

EXHIBIT A: EPIC MODULES & THIRD PARTY APPLICATIONS

A detailed project scoping document will be jointly authored and agreed upon at the start of the project. It will be maintained and jointly updated throughout the project.

EPIC MODULES

BEACON ONCOLOGY (IF APPLICABLE)

Beacon is Epic's oncology and hematology specialty product. It offers tools to manage a patient's oncology care, such as standardized protocols for ordering and administering chemotherapy. It also helps clinicians submit staging data to national cancer registries, including the American Joint Committee on Cancer (AJCC).

BEHAVIORAL HEALTH

Behavioral Health accommodates treatment team-based documentation, bulk documentation of group therapy, and day treatment programs, among other workflows. It is used alongside EpicCare Ambulatory or EpicCare Inpatient.

BONES

Used alongside EpicCare Ambulatory, Bones provides orthopaedic clinicians with easier access to the information they need and additional tools to streamline common tasks.

CADENCE SCHEDULING

Cadence scheduling makes it easy for users to schedule any type of visit or procedure from anywhere in your organization. It also enhances your ability to keep appropriate slots open, take patient preferences into account and deliver high-quality service that will distinguish your organization. Cadence serves as an intelligent partner for users, providing context-specific instructions, conflict checking and solutions for complicated appointment searches. Comprehensive rules-based scheduling Design Highlights accommodate the needs of each clinician, room and piece of equipment – optimizing the use of staff and capital resources throughout your organization.

CARE EVERYWHERE

CareEverywhere provides a framework for interoperability within Epic and non-Epic sites so that wherever the patient goes – between healthcare systems in the same town or across state and national borders – the clinicians providing care can have the information they need.

CARELINK (EPICCARE LINK)

CareLink makes your organization an attractive choice for referring physicians by giving them secure, Web-based access to information about the care you provide to their patients. Sharing patient information with authorized providers helps them follow the progress of care for patients they refer to your organization and improves their ability to coordinate ongoing care.

COSMOS (IF APPLICABLE)

Cosmos is a collaborative aggregation of anonymous data across Epic Customers, for research and discovery. Providers can access the data if they have a use/idea for research.

EPICCARE AMBULATORY

EpicCare combines chart review, order management, and documentation in a fast system that can learn your preferences while you work. It organizes patient information, suggests actions, and guides coordinated care across physical care settings. EpicCare's embedded analytics and population management infrastructure support the transition to value-based care models.

EPICCARE URGENT CARE

EpicCare Urgent Care provides the tools for high-volume outpatient facilities to provide quality care with a focus on efficiency. The module includes a flexible tracking board and geographical map views tailored for urgent care.

EPICCARE WOUND CARE

Continuous wound monitoring across points of care, such as inpatient visits, outpatient wound visits, and post-acute care, can help patients heal faster and more effectively. Used alongside EpicCare Inpatient and EpicCare Ambulatory, Epic's Wound Care module gives wound care physicians the tools they need.

HEALTH INFORMATION MANAGEMENT (HIM)

Health Information Management system provides easy-to-use tools to simplify medical records management tasks, including:

- Chart Deficiencies - monitors each chart, tracking delinquencies, generating follow up messages, and offering tools for quickly resolving deficiencies - ensuring that medical charts contain the critical information clinicians need and improving reimbursement.
- Release of Information - allows users to track and fill information requests, generate charges, and collect payments for this service.

KALEIDOSCOPE

Kaleidoscope, Epic's ophthalmology specialty module, gives ophthalmologists and optometrists clinical content for subspecialty, diagnostic testing, and eye imaging workflows. Though eye care tools are available with EpicCare Ambulatory, Epic recommends Kaleidoscope for most eye clinics.

MYCHART

MyChart is Epic's patient portal where patients can access their health records and complete tasks essential to managing their care. Patients can access MyChart through the web and mobile apps for iOS and Android devices, making many aspects of managing healthcare as convenient as managing an email account.

PRELUDE

Prelude addresses workflows related to patient registration. Clinicians can access an efficient census workspace that allows them to view and update current information on patients in their care. Flexible workqueues help nurses and other staff members follow-up on missing or inconsistent data and assess utilization.

REHABILITATION

Rehabilitation lets inpatient and outpatient rehab staff provide quality care and spend less time on documentation. The module is tailored to the unique regulatory and patient care needs of rehabilitation facilities. It is used alongside EpicCare Inpatient or EpicCare Ambulatory.

REPORTING

Each Epic module has application reports that help end users with workflows that previously may have required a more traditional report to work from to complete their job. These are actionable reports that are updated in real time to facilitate completion of work. Standard operational reports, analytic reports, exports and dashboards will be deployed.

RESOLUTE PROFESSIONAL BILLING

Resolute Professional Billing provides comprehensive billing and AR capabilities for large ambulatory care environments and physician groups. It helps organizations streamline charge entry, claims processing, payment posting and follow-up activities while supporting paperless collection processes. Resolute Professional Billing helps complex organizations with line-level tracking of accounts receivable and revenue for individual physicians, facilities, and departments over multiple coverage classes. The system's comprehensive reporting functions allow executives to analyze financial performance, encouraging more informed operational decisions.

STORK OB / LABOR AND DELIVERY (AMBULATORY TOOLS ONLY)

Stork provides clinicians with the tools they need to document some of the most important moments in a patient's life, from a mother's first ultrasound to a newborn's first few critical hours. Step-by-step workflows, intuitive views, and easy-to-print patient summaries make pregnancy and birth documentation simple and clear.

WELCOME MOBILE

Welcome offers patients self-service options at the start of the care process and supplements staff-driven registration and check-in workflows. Welcome lets patients (or parents, legal guardians, and health care agents) complete a variety of tasks such as reviewing registration information, completing patient-entered questionnaires, and making payments on account balances (if utilizing Epic credit card integration).

WILLOW INPATIENT PHARMACY SYSTEM (REQUIRED FOR BEACON ONCOLOGY)

Willow Inpatient Pharmacy System is a key component of Epic's "closed-loop" medication ordering and administration process, linking pharmacists, ordering physicians and nurses to a single order record. With Willow, pharmacists can monitor medication treatment and improve medical outcomes, improving patient safety, minimizing adverse effects and helping control costs. Orders from EpicCare flow directly to Willow for verification and dispensing and also appear automatically on the MAR. Pharmacy staff have direct access to the chart during verification, empowering them to play a more active role in patient care, and verified orders can be routed to the appropriate dispensing device or to pharmacies outside the system.

EPIC AND EPIC RELATED MODULES OUT OF SCOPE:

The following OSUWMC Systems/Applications are not in scope for integration and/or deployment:

- Any Module or Department not live at OSUWMC first
- Anesthesia
- ASAP
- Beaker
- Buggy (Infection Control)
- Clinical Case Management
- Cupid
- EpicCare Inpatient
- Epic Monitor
- Grand Central
- HIM Coding
- Integration with Client Lab/PACS (requires additional discussion – change request)
- MyChart Bedside
- Nurse Triage
- Optime
- Phoenix-Transplant
- Radiant
- Research (not authorized in OSUWMC EMR as a Service Agreement)
- Resolute Hospital Billing
- Tapestry
- Welcome Kiosk
- Willow Ambulatory
- Willow Inventory
- Wisdom

INDIVIDUAL ANCILLARY AND THIRD PARTY APPLICATIONS

AQUITY TRANSCRIPTION

Medical Transcription service allows for partial dictation to be integrated into Epic.

HEALTH INFORMATION EXCHANGE

Coordination and facilitation of sending patient information to the sharing partners that are integrated with our shared instance of Epic. Currently, this includes information exchanges with other Epic organizations through Care Everywhere, Clinisync (Ohio's Health Information Exchange), eHealth Exchange, SureScripts and SureScripts National Record Locator Service and the Trusted Exchange Framework and Common Agreement (TEFCA). TEFCA is a government sponsored exchange framework for healthcare data interoperability. Epic's Qualified Health Information Network (QHIN) provides the ability to participate in the exchange. The "Participant/Subparticipant Terms of Participation Exhibit to the Epic Nexus QHIN Participation Agreement" is required to be incorporated into Connect partner agreements. This agreement can be found on Epic's Userweb and is included here

(<https://galaxy.epic.com/Redirect.aspx?DocumentID=100285373&PrefDocID=169678>).

IHIS HELP DESK/SUPPORT

24x7 support for IHIS, supported applications and associated password resets. All local devices are managed by Client.

INTEGRATION

Outbound ADT/Scheduling, Orders and Result integration with Epic modules to streamline care across systems. OSUWMC will work with Client to develop a data architecture diagram once scope is solidified. Test systems are to be maintained by Client on any integrated applications. Integration with Client Lab/PACS requires further discussion and a change request.

MICROSOFT SERVICE PROVIDER LICENSE AGREEMENT (SPLA)

OSUWMC's EMR as a Service program extends Epic to non-owned groups/individuals and therefore OSUWMC must be licensed for the Microsoft Service Provider License Agreement (SPLA) model due to the usage of Microsoft's remote desktop solution. Use of Windows Server Remote Desktop Services description: The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL. An existing Enterprise Agreement (EA) or other contractual relationship with Microsoft, like Select, Academic or Open, is not compliant.

MOBILE APPLICATIONS – HAIKU AND CANTO

Haiku and Canto are mobile apps that allow physicians to complete work in Epic on the go. Physicians can maintain productivity and boost efficiency whether they're between appointments in the clinic, rounding at the hospital, or on call. Even without a full workstation, they can review up-to-the-moment clinical information and complete workflows like reviewing patient information, e-prescribing medications, and responding to In Basket messages, all from a mobile device.

NETWORK CONNECTIVITY / SUPPORT

All local devices are managed by Client. A list of approved devices will be provided. Remote Desktop Solution is the primary method of access to IHIS applications. Client will have dual network connectivity to OSUWMC. Client will have emergency/backup power available for the OSUWMC network equipment to be installed in Client's primary data center.

ONBASE DOCUMENT IMAGING

OnBase integrates with Epic to provide access to a more accurate and complete patient record. It provides an enterprise imaging strategy that allows physicians to access, view and share all patient images through the Epic EHR helps streamline clinical workflows, reduce costs and improve patient care.

REFERRING COMMUNICATION

On-staff physician definition as well as referring providers including physicians, mid-levels and other referring providers

REMOTE ACCESS TO IHIS/DUO

Remote access to EMR as a Service delivered applications is possible through the use of DUO.

REVENUE CYCLE EXPORTS AND IMPORTS

A variety of options are available to integrating with external entities for billing needs and surveying bodies.

SPEECH-TO-TEXT SOLUTIONS

OSUWMC provides its own speech-to-text solution, Solventum Fluency Direct, that clients can add-on with a cost. Additionally, clients can acquire their own 3rd party speech-to-text solution and OSUWMC will work with client and vendor to make sure software can communicate with Epic.

THIRD PARTY MODULES OUT OF SCOPE:

The following OSUWMC Systems/Applications are not in scope for integration and/or deployment:

- Any Module or Department not live at OSUWMC first
- Additional integration can be considered based upon project timelines and integration scope
- Information Warehousing outside IHIS Clarity reporting
- Supply Chain/Materials Management
- Non-EMR related integration

MISCELLANEOUS OUT OF SCOPE:

Procurement and deployment of all required equipment for go-live including but not limited to the following (To be funded and completed by Client):

- Computers
- Laptops
- Printers
- Lab Label Printers
- Scanners
- Signature Pads
- Armband Printers
- Master Patient Labels
- Training room set up and build out.
- Physician Offices
- DUO keyfob purchase, not required.
- Connectivity for any Office outside of the Client Network
- Web Cameras

EXHIBIT B: IMPLEMENTATION SERVICES

Preparing for Go Live

OSU uses Epic's validation-based implementation approach that is built upon the best practices gained from successful implementations. Our approach will help you go live, on schedule, with a system that meets your workflow and functionality needs. A key part of our methodology is using a combination of OSU and Epic Model System content, which provides a starting point for validating pre-built configurations based on the best content and workflows. OSU will be using project plans created jointly with Epic to implement functionality.

EXHIBIT C: TRAINING SERVICES

Provider shall make go-live, new hire and post-live training and materials available. Client will make available, schedule and track successful completion of instructor led training, user-directed on-line training, playground practice and review of training materials. Client will identify and support allocation of a training lead to organize and direct all training activities at the Client organization and to act as a liaison to the Provider. Client will provide Learning Management System administrator to manage all training activities in Client LMS. Client Super Users will be identified and utilized to support the Client pre go live, at go live, and post go live.

Access to the EHR will be dependent on completion of pre-determined required training. Client will make training assignments in alignment with OSUWMC training standards. Provider will verify that training assignments are consistent with standard training requirements and account for variations in expected workflows and job roles. Client will oversee scheduling and tracking of required IHIS training. Examples of training time commitments for common roles are listed below. Types of training varies by role and includes self-directed online learning, in person classroom learning, or a combination. All training is scheduled and completed in Client classrooms.

Role	Training*
Ambulatory Provider	4 – 6 hours
Oncology Provider	6 – 8 hours
Ambulatory Clinical Staff	9 hours
Ambulatory Clinical Staff with Precert and Referrals	12 hours
Oncology Nurse	20 – 24 hours
Ambulatory Front Desk	24 hours
Ambulatory PT/AT/PTA Therapists	5 hours
Professional Billing	18 hours
Professional Billing Coder	3 hours
Professional Billing Insurance Follow Up Staff	13 hours
Cardiac Rehab	9 hours

*additional training hours will be added for other third party applications as required.

Training will occur approximately 8-9 weeks prior to the go-live date. All training must be obtained from an OSUWMC Trainer or via OSUWMC developed eLearning modules. OSUWMC is unable to accept training from other organizations who use Epic due to workflow and build variations. Provider will supply OSU standard training materials, tip sheets and eLearning modules for use in training. Client will manage eLearning modules and training completions in an approved Learning Management System. Staff and providers are required to pass a proficiency assessments for training with a score of 80% or higher.

Client will assist in the completion of a 'training calculator' to determine the resources required for training. Client will designate and outfit training rooms as established by the training calculator and allocate human resources to support the

implementation of the training program. Provider will extend access to training environments. Client will supply equipment and test connectivity to training environments.

Classroom Training Specialists (CTS), Super Users (SU) and Physician Power Users will be provided by the Client according to the training plan and training calculator.

- Classroom Training Specialists will be a resource during the busy training period and fill in gaps in proctoring training sessions. They will attend a half day training session at the Client's location. The number of Classroom Training Specialists is determined by the needs on the Master Training Schedule. Classroom Training Specialists are needed post-live to proctor new hire training. Post-live, this task could be completed by an Optimization Specialist.
- Super Users are expert resources embedded in operational areas who are responsible for assisting with adoption of the EMR. These resources will be engaged in pre and post live tasks such as pre-live Super User sessions, go-live support and post-live Super User sessions for enhancements and upgrades. They will be scheduled out of staffing to assist as support staff for the go-live. Super Users are recommended to take additional training and practice time to increase their knowledge of the system and workflows. Super Users will continue to be engaged after go-live.
- Physician Power Users are provided with an intensive physician-specific training program to help them become advanced users of IHIS. They learn to personalize tools for their IHIS account and assist their peers with similar tasks. Physician Power Users facilitate Provider Pre-Live Personalization Sessions and Post-Live Optimization Sessions in order to provide their colleagues with suggestions and insight through the specialists training specialists program.

Post-Live Training

After the go-live, there will continue to be training requirements for new hires, upgrades, enhancements and optimization. Provider will make training resources for post-live training available to the Client, including tip sheets, eLearning modules, in class training and super user training sessions. It is the Client's responsibility to facilitate required training for new hires. Client will prepare staff for upgrades and enhancements, as well as end user optimization efforts. Client will maintain Optimization Specialists and Super Users post-live and will comply with the annual process for maintaining such a status at OSUWMC. They will act as a liaison to the IHIS Training and Optimization Team for their respective areas and will be instrumental in successful adoption of changes, enhancements and upgrades. The Client will be responsible for verifying completion of required new hire training on a quarterly basis.

EXHIBIT D: SUPPORT AND MAINTENANCE

Background

Epic designs its software to be a comprehensive, inclusive suite of functionality that supports the needs of an integrated healthcare delivery system. OSU follows Epic's recommendations for implementing updates and fixes as they relate to general application issues, issues affecting patient safety and issues that may have financial impacts. The schedule below provides our overall strategy for maintenance and support activities.

IHIS Monthly Scheduled Outage

OSU currently holds a monthly IHIS scheduled outage which may include third-party applications. This outage is planned to implement IHIS fixes and updates and to implement other related initiatives. OSU's current outage is scheduled for the second Sunday of every month from approximately 1:30 a.m. through 3:30 a.m. All scheduled outages will be communicated in advance. During a typical IHIS outage, IHIS users will have access to IHIS Read Only, a read-only version of the application, which is a snapshot of IHIS from the point in time the outage begins. All IHIS users are responsible for implementing downtime procedures and communications to support both scheduled and unscheduled outages. The annual outage calendar is published to all users and will be communicated to all users via email.

Third-Party Scheduled Outages

Some third-party applications, such as any device integration, are usually scheduled to correspond with the IHIS outages. Other systems are scheduled outside the IHIS window but are consistent in timing. Because these run under the Windows operating system, they occur monthly, regardless of whether the IHIS outage has been scheduled. These are usually standard patching and rebooting to keep the systems running well. Extended outages can be scheduled for system upgrades, which may or may not be the same time and may have a longer outage. All scheduled outages will be communicated in advance.

IHIS Updates and Enhancement Bundles

OSU follows the current Epic Methodology for applying updates and implementing Epic related enhancements. Currently Epic recommends a quarterly release schedule. OSU implements required updates, fixes and staying current enhancements on a quarterly basis. Enhancements describe application configuration that either changes or introduces new core functionality. End users can request enhancements through a Help Desk request. These requests are funneled through the OSU IHIS Stakeholder Groups and, if applicable, prioritized by the OSU Prioritization Committee. Once an enhancement is approved, IHIS teams schedule the enhancement for a subsequent enhancement bundle.

IHIS Weekly Maintenance Changes

Application changes or configuration changes are implemented weekly on Tuesdays. These changes are often implemented in response to a Help Desk ticket or inquiry and are application configurations that do not implement or change core functionality. These application configuration changes most often do NOT require end-user education. Examples of these types of changes are: additions to Preference Lists, creation of a new orderable and changes needed for letters or content. Weekly maintenance changes typically do NOT require an end-user outage.

Ongoing Support for Reported Incidents and Requests

Client staff will report all incidents, problems and requests related to the IHIS Implementation and Functionality through the OSU Help Desk. The process for handling Client reported incidents, problems and requests will follow the OSU IT Standard Operating Procedures related to Change Management and IHIS Release Management. Additionally, OSU support teams will also follow the OSU standard service level agreements when processing Client Incidents.

EXHIBIT E: SYSTEM ACCESS ADD/CHANGE/REMOVE

The Client is required to comply with the following:

1. Successful completion of a background check for all Authorized Users.
2. Annual HIPAA education is required for ALL CLIENT staff.
3. A well-defined process to communicate to OSUWMC when Client employees and/or Client Authorized Users are no longer employed at or affiliated with Client.
 - a. A notification to OSUWMC within a maximum of 72 hours or 2 business days to allow for weekends.
4. Immediate notification to OSUWMC of "For Cause" terminations via High Priority eHelp Desk ticket.
5. Account turnaround time of 1-3 business day, assuming that all OSUWMC prerequisites have been met.
 - a. The request needs to come from identified CLIENT Access Management liaisons.
6. OSUWMC reserves the right to audit in order to ensure requirements are being met.
 - a. At a minimum Client will review and respond to bi-annual system generated reports of the following:
 - i. Active system users
 - ii. Training transcripts
7. Remote access to systems that contain or access OSU information will require OSUWMC two-factor authentication.

EXHIBIT F: MEDICAL RECORDS

1. HIPAA

- i. Definition-The Client will be responsible for their own HIPAA Compliance program.
- ii. Requirements:
 - 1. Client will have a well-defined medical record user audit and HIPAA compliance program.
 - 2. Client will provide breach notification to affected individuals, the U.S. Department of Health and Human Services, and to the media, as required by HIPAA and/or state law for any breach of PHI caused by Client's workforce members, including all Authorized Users.
 - 3. Client will notify OSU within one business day of any unauthorized access to the EMR System.
 - 4. The Client will notify OSUWMC immediately where access need to be suspended or revoked from a Client user for various reasons including end of employment.
 - 5. In the event OSUWMC becomes aware of an issue related to a Client employee and potential HIPAA compliance issue, the Client will take action and demonstrate that the issue has been addressed promptly. OSUWMC retains the right to revoke access to IHIS of any Client employee in the event Client fails to address breaches of OSUWMC patient information promptly.

2. Enterprise Master Patient Index (EMPI)

a. Patient Overlays

- i. Patient Overlay is defined as overwriting any demographic field in a patient's EMPI resulting in an incorrect change to the patient's identity including the patient's name, date of birth, gender, gender identity, or social security number.
- ii. Requirements:
 - 1. Client shall provide a single point of contact, in a Health Information Management supervisory capacity to be responsible for the research and resolution of improper Patient Overlays and trends.
 - 2. Patient Overlays must be resolved within three (3) business days of the discovery of Patient Overlay. This is performed by OSU MIM Operations.
 - 3. Individuals who create excessive Patient Overlays will lose their IHIS access until they can be re-educated.
 - a. An excessive Patient Overlay is defined as ten (10) or more incidents within a six (6) month period.
 - b. Re-education is required after each incident and shall consist of a review of registration policies and procedures.
 - 4. OSU shall provide notice to Client of any Patient Overlay, excessive Patient Overlay, and a reasonable time to correct same upon discovery.
 - 5. More than fifty (50) Patient Overlays in a six (6) month period shall constitute a material breach of the Agreement.

b. Medical Record Number (MRN) Duplicates

- i. MRN Duplicate is defined as the creation of a new MRN for an existing established patient.
- ii. Requirements:
 - 1. Client to provide a supervisory HIM contact, responsible for the escalation and management of MRN negative duplication rates.
 - 2. Individuals who create excessive MRN Duplicates will lose their IHIS access until they can be re-educated.
 - a. Excessive MRN Duplicates is defined as five (5) or more incidents within a six (6) month period.
 - b. Re-education is required after each incident and shall consist of a review of registration policies and procedures including how to properly search for existing patients using the IHIS patient look up process.
 - 3. OSU shall provide notice to Client of any negative duplication of MRN or excessive duplicated MRNs at a facility level, and reasonable time to correct same upon discovery.
- iii. More than one hundred (100) MRN Duplicates in a six (6) month period shall constitute a material breach of the Agreement.

c. Historical EMPI

- i. Historical EMPI ("Enterprise Master Patient Index") is defined as the Client MRNs that existed in their legacy registration system on or six (6) weeks prior to the Month 1, YYYY Go-Live date. The Historical EMPI will be converted and maintained in IHIS by the OSU Medical Information Management EMPI

Team. Any merges or MRNs that existed prior to this timeframe described above was not converted into the IHIS system.

- ii. Requirements:
 1. Client will maintain their own Historical EMPI information for merges or patient accounts that existed prior to the Go-Live date.

d. Data Integrity EMPI Communication

- i. EMPI Communication is defined as the communication of issues related to patient demographics, deceased request and duplicated MRNs. EMPI Communication issues shall be communicated to OSU Medical Information Management (MIM) via email to MIMDataIntegrity@osumc.edu or via telephone at 614-293-4427.
- ii. Requirements:
 1. Client will establish a well-communicated procedure that educates registration staff to notify MIM for:
 - a. Patients who present with an SSN that is already established on another EMPI record.
 - b. Identified duplicate patient records.
 - c. Responses to patient FYIs on an MRN for MIM clarification.

e. Incorrect MRN Incident

- i. Incorrect MRN Incident is defined as incidents when a patient is admitted or seen under the incorrect MRN and as a consequence clinical documentation is captured in another patient’s MRN.
- ii. Requirement:
 1. Client to provide a supervisory Health Information Management contact, available 24hrs per day/7 days per week to be responsible for the following:
 - a. Coordinate patient safety issues resulting from any incorrect admission. The clinical history of both patients and the patient’s disposition may require a Client critical event officer to assist in a decision to discharge and re-admit the patient
 - b. Facilitate the re-entry of orders if required.
 - c. Coordinate documentation corrections such as incorrect allergies, medications, problems and clinical information in notes.
 - d. Coordinate billing stop bills, guarantor cleanup and other registration corrections.
 - e. Resolution to be achieved within 3 business days of the patient’s discharge.
 - f. OSU shall provide prompt notice to Client of any Incorrect MRN Incident identified upon discovery.

3. Clinical Note Errors

a. Dictated Notes

- i. Dictated Notes are defined as notes created via dictation processing initiated via the telephone or partial dictation process.
- ii. Requirement:
 1. Client shall provide an HIM contact, to coordinate documentation corrections, re-education of providers and facilitate issue resolution related to the following identified by OSU:
 - a. Carbon Copy (CC) not dictated properly resulting in documentation routing failures.
 - b. CSN is not dictated or dictated incorrectly resulting in documentation posting to the incorrect visit.
 - c. Blank reports are received by the transcription vendor.
 - d. Physician dictates on a work type that is not approved for use by Client.
 - e. Physician dictates using the OSU facility ID to create notes for Client visits.
 2. OSU shall provide timely notice to Client of instances and trends of failures to dictate as described in §2.a.ii.1. above.
 3. Client shall have sixty (60) days after receipt of notice from OSU to take corrective action to resolve the dictation problem identified by OSU.
 4. If Client fails to resolve identified dictation problems as provided herein, enforcement of proper dictation procedures will be accomplished by revoking IHIS access.

b. Notes created directly in IHIS

- i. IHIS created note is defined as any note created directly in IHIS using any of the functions in the visit navigator.
- ii. Requirement:
 - 1. Client shall provide an HIM contact, to coordinate re-education and facilitate note addendum activities for the following:
 - a. References in a clinical note that are incorrect due to admission errors, copy and paste functionality or any other mistake documented in a patient record.
 - b. Notes are created incorrectly and attached to the incorrect visit.
 - c. Operative reports are dictated to the procedure instead of the admission.
 - 2. Upon discovery of an issue, OSU shall provide prompt notice to Client of any clinical note errors described in §2.b.ii.1. above.
 - 3. Client shall have sixty (60) days unless otherwise indicated by a regulatory process after receipt of notice from OSU to take corrective action to resolve the clinical note problem identified by OSU.
 - 4. If Client fails to resolve identified clinical note problems as provided herein, enforcement of proper clinical note procedures will be accomplished by revoking IHIS access to any user who is not in compliance.

c. Physicians Departure

- i. Physician Departure is defined as any clinician of Client who can create or dictate notes in the IHIS system that has terminated employment or affiliation either voluntary or involuntary.
- ii. Requirement:
 - 1. OSU MIM requires notification of physicians who terminate their employment or affiliation with Client in order to validate there are no outstanding dictations.

4. Release of Information

- i. Release of Information is defined as releasing clinical information requested by authorized parties and individual patients. This includes patient-level information shared by both Client and OSU and clinical information captured during entity specific episodes of care.
- ii. Requirements to be met by Client:
 - 1. Unsolicited medical results (i.e. labs, radiology, scanned document, etc.) do not always attach to an entity specific visit. Both Client and OSU will make every effort to release only their own entity specific results. However, in some cases the entity visit of the non result creating entity may be released because the visit was not identified as an entity specific result.
 - 2. Patient level information such as problems, allergies and medications will be released by both Client and OSU as their own information. This information is the same for both parties.
- iii. PACS information requests for continuity of care will include all images regardless of the entity where the exam took place.
- iv. Individual requests for a specific test will be processed and released by only the specific entity where the exam took place.

5. Chart Correction

- i. Chart Correction is defined as the coordination of activities to ensure the accuracy of patient care documentation in the electronic medical record. The OSU MIM department will only be responsible for managing chart correction contact moves. All clinical information or documentation changes resulting from a Client episode of care will be facilitated by Client HIM.
- ii. Requirement:
 - 1. Client shall provide a supervisory HIM contact, to facilitate the following chart correction activities:
 - a. Clinical documentation revisions. If resulting from copy forward documentation, chart correction will need to be coordinated between both HIM teams.
 - b. Coordinate documentation corrections such as incorrect allergies, medications, problems and other result entry.
 - c. Coordinate billing stop bills, guarantor cleanup and other registration corrections.

- d. Improperly routed ancillary results, Lab collection time errors, incorrect manually entered results and corresponding result notes.
- e. Incidents of suspected identity theft.
2. OSU shall provide timely notice to Client of any required chart correction activities identified in §4.ii.1. above.
3. Chart correction issues must be resolved within fourteen (14) business days of notification.
4. If Client fails to resolve identified chart correction problems as provided herein, enforcement of proper chart correction procedures will be accomplished by revoking IHIS access to any users that do not comply.

6. Exporting Electronic Health Information

- a. The Office of the National Coordinator for Health Information Technology (ONC) Cures Act Final Rule is designated to give patients secure access of their electronic health information (EHI). In compliance, OSUWMC is implementing functionality for exporting EHI for patient requests. Each site is responsible for determining the scope of EHI at their organization as this functionality will only apply to Epic. There might be additional EHI outside of Epic that each site will need to develop processes for releasing. Each site is responsible for updating any Release of Information consent forms to include language regarding EHI exports as necessary. Every site is responsible for reviewing and updating applicable policies and procedures with Legal, Compliance, Health Information Management (HIM) and Privacy teams.
- b. All requests for EHI will be routed to OSUWMC Medical Information Management (MIM) for processing.
 1. The HIM designee faxes request to OSUWMC MIM at 614-366-9442. Attention to OSUWMC MIM Ops Manager/Director.
 - a. Important Note: An EHI export might take days to process.
 2. The final output is a ZIP file containing computer readable files

7.

EXHIBIT G: FEE SCHEDULE

The Fees associated with the agreement are listed in the table below and are contingent on the agreed to client volumes as stated in section 5.3. Network costs are not included and are billed to the site directly by the service provider. Additional fees will be applicable when changes to scope, timeline or implementation methodology have measureable impacts to cost projections. The EMR as a Service change control process will be invoked to document and agree on timelines, cost and scope changes and the associated cost as detailed in Exhibit H.

Component	Implementation Fees	Annual Maintenance Fees
Epic License Fees	\$467,635	\$109,503
Implementation and Support Resources	\$759,777	\$350,116
Ancillary and Third Party Applications	\$47,636	\$177,187
Core Hardware and Data Hosting	\$62,417	\$30,417
Total Fees	\$1,337,465	\$667,223

Maintenance Fees:

The maintenance fees are based in current dollars and do not include annual adjustments as referenced in section 5.4 of the License Agreement. They will be paid monthly in the amount of \$55,601.92 starting the month of Go-Live.

EXHIBIT H: CHANGE ORDERS

The change control process is intended to initiate modifications to the scope of this Agreement. All adjustments to scope after the contract signing will be handled using the change control process. Upon initiation of the project, the change process and forms will be shared with the Client resource responsible for coordinating these types of changes.

Change Request Form

General Information	
To be completed by OSUWMC Relationship Manager: <i>OSUWMC Relationship Manager will assign the Change ID and file requested change.</i>	
Change ID:	
OSUWMC Relationship Manager:	
OSUWMC Relationship Manager Phone Number:	
To be completed by Site: <i>Designated site contact will complete the General Information, Problem Description, and Affiliate Impact sections below.</i>	
Change Title:	
Is this request for budgetary planning?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Costs detailed in this change request are estimates and subject to re-evaluation.</i>
Requester Name:	
Requester Phone:	
Requested Date:	

Requested Change Information	
To be completed by Site: <i>Designated site change request contact will complete the following impact statements to clearly demonstrate need. Incomplete detail may result in delayed processing of change request.</i>	
Describe need:	
What problem are you trying to solve?	
What are the expected benefits/risks (Safety, Quality, Efficiencies)?	
Requested Service Delivery Date:	

Change Solution	
To be completed by OSUWMC Relationship Manager:	
<i>OSUWMC Relationship Manager will document proposed change solution and requirements.</i>	
Overview:	
Hardware:	
Software:	
Network:	
Additional Items and required resources:	

OSUWMC Project Complexity	
Impact Assessment:	Minimal <input type="checkbox"/> Small <input type="checkbox"/> Moderate <input type="checkbox"/> Significant <input type="checkbox"/>

Contract Assessment	
EMR System Software and License Agreement:	No modifications allowed through this process. Contact your legal representative to have an amendment of the Agreement executed.
Additional Comments:	<i>No Contract Amendment Required</i>

Implementation Date and Cost Information:		
Signed By Date:	<i>OSUWMC reserves the right to void document if not returned by signed by date.</i>	
Service Start Date:	<i>If the above signed by date is not met the service start date cannot be guaranteed.</i>	
	Implementation Fees <i>(due upon signature unless otherwise noted).</i>	Amount:
	Ongoing Annual Fees <i>(invoiced upon go-live).</i>	Fee Start Date: Amount:
	Other Costs <i>(additional costs outside of implementation or ongoing annual fees).</i>	Other Amount:

EXHIBIT I BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made effective on the Compliance Date of March 24, 2025 (“**Date**”), by and between City of Columbus, Department of Health (“**Covered Entity**”) with an address at 240 Parsons Ave., Columbus, Ohio 43215, and The Ohio State University on behalf of its Wexner Medical Center (“**Business Associate**”). Covered Entity and Business Associate shall collectively be known as “Parties” expressly agree as follows:

Whereas, Business Associate performs various services for or on behalf of Covered Entity that may contain individually identifiable protected health information (“PHI”) as defined by § 164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 (“HITECH Act”), and other applicable laws and regulations.

Whereas, Covered Entity, in order to meet its obligations to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the privacy and security regulations promulgated under Title II, Subtitle F, § § 261-264 of HIPAA, the administrative regulations issued by the Department of health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereinafter “HIPAA” or DHHS regulations”), and the HITECH Act, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

Whereas, Covered Entity and Business Associate may desire to facilitate the services called for by this Agreement by electronically transmitting and receiving data in agreed upon formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations, if applies to relationship.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.**

- A. **Accounting** shall have the same meaning as set forth in 45 C.F.R. § 164.528 and in §13405 of HITECH Act.
- B. **Breach** shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17, Friday, January 25, 2013, Rules and Regulations, pp. 5566 *et seq.*
 - The unintentional acquisition, access or use of protected health information
 - The inadvertent disclosure of protected health information from one person authorized to access protected health information to another person authorized such access;
 - The disclosure of protected health information where an unauthorized person to whom such information is disclosed would not reasonably have been able to obtain such information.
- C. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule.
- D. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103, as modified by the Omnibus Rule.
- E. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 160.103.
- F. **Disclose/Disclosure** is the release, transfer or provision of access to PHI or EPHI, whether oral or recorded in any form or medium.
- G. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act, as modified by the Omnibus Rule.
- H. **Electronic Protected Health Information** is any protected health information that is transmitted or maintained by electronic media, as that term is defined by the HIPAA Security Rule (including, but not limited to electronic storage media such as computer hard drives, storage or memory disks/cards, and electronic transmission media such as the internet, leased lines, dial-up lines, and the physical movement or transport of electronic storage media).
- I. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- J. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 164.501, as modified by the Omnibus Rule.

- K. **Required By Law** shall have the meaning specified in 45 C.F.R. § 164.501.
- L. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary's behalf.
- M. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as specified in 45 C.F.R. § 164.304.
- N. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- O. **Security Rule** shall mean the Standards for Security of Electronic Protected health Information at 45 C.F.R. Parts 160 and 164, subparts A and E, as modified by the HITECH Act and the Omnibus Rule.
- P. **Use** is sharing, employment, application, utilization, examination, or analysis, in any form or medium, of Protected Health Information by Business Associate.
- Q. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services ("DHHS").

2. Obligations of the Business Associate.

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. § § 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act and the Omnibus Rule that apply to the Covered Entity and Business Associate but not otherwise, Business Associate does hereby assure Covered Entity that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the Covered Entity and will appropriately safeguard all PHI regardless of form or format.
- B. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required at 45 C.F.R. 164.410, or any security incident of which it becomes aware involving PHI of the Covered Entity.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information. 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).
- E. Business Associate shall make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- F. Business Associate will respond to the request for access received directly from an individual by forwarding the individual's request to the Covered Entity to fulfill obligations under 45 C.F.R. 164.524. Business Associate will be required to forward request within 10 days of receipt the request from the individual.
- G. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528 within five (5) days of the individual's request for the accounting of disclosure. The Business Associate will forward the information to the Covered Entity to respond to the individual's request. Such accounting should include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure.
- H. Business Associate shall incorporate any amendments or corrections to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or to take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

- I. Business Associate agrees to make its internal practices, book, records, and policies and procedures relating to the use and disclosure of PHI and EPHI available to the Federal Department of Health and Human Services (“HHS”), the Office of Civil Rights (“OCR”), or its agents for the purposes of enforcing the provisions of this agreement and the HIPAA Privacy Rule.

In addition, Covered Entity’s failure to detect any unsatisfactory practice does not constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights.

- J. Prohibition on Sale of PHI and use of PHI for Marketing. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, and will not use or disclose PHI received from Covered Entity for Fundraising and/or Marketing purposes, except with prior written consent of Covered Entity and in accordance with applicable Privacy Laws.

3. Permitted Uses and Disclosures.

- A. In the event that Business Associate obtains or creates PHI from Covered Entity, Business Associate may use or disclosure such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:
 - i. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.
 - ii. Business Associate may provide data aggregation services relating to the healthcare operations of the Covered Entity.
 - iii. Business Associate may de-identify PHI for or on behalf of Covered Entity in accordance with 45 C.F.R. 164.514(a)-(c).
 - iv. Except as otherwise restricted by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that to whom Business Associate so discloses information notifies Covered Entity of any instances of breach of confidentiality that such person is aware of.
- B. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

4. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that covered Entity has agreed to or is required to comply with under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

- D. Covered Entity shall notify Business Associate of any alternate communication requirements that Covered Entity is required to comply with under 45 C.F.R. § 164.522(b) to the extent that compliance with such alternate communication requirements may affect Business Associate's use or disclosure of PHI.

5. Application of Civil and Criminal Penalties.

- A. If Business Associate violates any security provision specified above or § § 1176 and 1177 of the Social Security Act, 42 U.S.C. § § 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provisions.
- B. Business Associate may be subject to audit of its security measures by the Office of the Inspector General ("OIG") of DHHS.

6. Information Breach Notification Requirements. Business Associate recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate, without unreasonable delay and in no case later than ten (10) days following discovery of a breach of such information or a security incident shall notify Covered Entity of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach. Employees needing to be contacted in case of a breach are: Covered Entity's HIPAA Privacy and Security Officer via telephone and/or email.

7. Miscellaneous.

- A. **Compliance with HIPAA Privacy and Security Rules.** Business Associate acknowledges that it has a statutory duty under the HITECH Act to: use and disclose Protected Health Information only in compliance with C.F.R. § 164.504(e) and comply with "Privacy Requirements; 45 C.F.R. § § 164.308 ("Security Standards: General Rules"), 164.318 ("Administrative Safeguards"), 164.310 ("Physical Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 (Policies and Procedures and Documentation Requirements).

Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. § § 1320d-5 and 1320d-6.

- B. **Minimum Necessary Information.** Business Associate agrees to use, disclose, and request only the minimum necessary amount of Protected Health Information from the Covered Entity in order to accomplish its duties under this Agreement.
- C. **Documents and Standards.** Each party may electronically transmit to or receive from the other party any of the transaction sets that he parties have documented in their contract. All electronic transmitted information shall be transferred in accordance with the standards set forth in the HIPAA Security and HITECH.
- D. **Third-party Service Providers.** The parties will transmit documents electronically to each party, as noted in agreement, either directly or through any third-party service provider with which either party may contract. Either party may modify its election to use, not use, or change a third-party service provider upon 30 days' prior written notice to the other party.
- E. **Costs of Third-party Service Providers.** Each party shall be responsible for the costs of any third-party service provider with which it contracts.
- F. **Liability for Acts of Third-party Service Providers.** Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such document.
- G. **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.
- H. **Waiver of Breach.** The waiver of breach by either party of a breach or violation of any provision of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

- I. **Proper Receipt.** Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving party.
- J. **Verification.** Upon proper receipt of any document, the receiving party shall promptly and properly transmit a functional acknowledgement in return. A functional acknowledgement shall constitute conclusive evidence that the receiving party has properly received a document.
- K. **Integrity.** The parties will take reasonable measures to protect the integrity of all documents and data. Neither party will insert any virus, key locks, or other programs into the system, regardless of whether or not a dispute exists between the parties. The receiving party will return the information in usable form upon request or at the end of the contract.
- L. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio notwithstanding any conflicts of law provisions to the contrary.

8. Term of Contract.

- A. The term of this Agreement shall be effective as of the Date set forth in the first paragraph, and shall terminate when all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Customer is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the underlying agreement.

Notice to Covered Entity. Any notice required under this Agreement to be given to the Covered Entity shall be made in writing to:
City of Columbus, Department of Health
240 Parsons Ave.
Columbus, Ohio 43215
Attn:

Notice to Business Associate. Any notice required under this Agreement to be given to the Business Associate shall be made in writing to:

The Ohio State University Wexner Medical Center
Attn: Associate General Counsel
200 Meiling Hall
370 West Ninth Avenue
Columbus, Ohio 43210

IT IS SO AGREED.

The parties, each intending to be legally bound, have incorporated this exhibit into the underlying agreement.