

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
19-721 A-4

SAP Number
4400012961

Arrowhead Regional Medical Center

Department Contract Representative Andrew Goldfrach
Telephone Number (909) 580-6150

Contractor Experian Health, Inc.
Contractor Representative Jacqueline Gantes
Telephone Number 949-842-1742
Contract Term Nov. 5, 2019 through Nov. 4, 2024
Original Contract Amount \$2,962,740
Amendment Amount \$47,037
Total Contract Amount \$3,009,777
Cost Center _____

Briefly describe the general nature of the contract: Amendment No. 4 to Agreement No. 19-721 with Experian Health, Inc. for software integration and devices for point-of-sale transactions, as well as Patient Statement Letter template software, for the Outpatient Pharmacy and Patient Account Departments, respectively, increasing the not to exceed contract amount by \$47,037 from \$2,962,740 to \$3,009,777, with no change to the term of November 5, 2019 through November 4, 2024.


FOR COUNTY USE ONLY

Approved as to Legal Form
Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel
Date 6/18/2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department
Andrew Goldfrach
Andrew Goldfrach, ARMC Chief Executive Officer
Date 6/18/2024

Supplier	Customer	
Experian Health, Inc. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	San Bernardino County on behalf of Arrowhead Regional Medical Center 400 N. Pepper Ave Colton, CA 92324	

Add Product and Price Change Amendment

This Add Product and Price Change Amendment ("Amendment") shall be made a part of the Amended and Restated Master Customer Agreement dated November 5, 2019, including any schedules, addenda and amendments thereto, ("Agreement") between Experian Health, Inc. ("Experian Health") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer," and together with Experian Health collectively, the "Parties"). This Amendment is subject to the Agreement and the Terms and Conditions as amended and incorporated by the Second Amendment to the Agreement as Attachment C, dated February 9, 2021 are hereby incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement. This Amendment shall be effective as of the date of signature by Experian Health ("Amendment Effective Date").

PRODUCT OFFERINGS AND FEES

PRODUCT OFFERINGS AND FEES. Only the facility/facilities listed on Exhibit A hereto shall be entitled to receive the Products and/or Services set forth in the Product Offering Table below. Customer agrees to complete Exhibit A in its entirety. HIS/PMS system(s) applicable to this Amendment include Epic. Experian Health reserves the right to revise the pricing set forth in the Product Offering Table below if this Amendment is not signed within 45 days of the date of original submission to Customer.

Product Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
PaymentSafe for EDI is the engine behind HIS payment collection UI, connecting it to the processor of choice, and creating remit files as necessary. Up to 3 separate Merchant ID's are included. Reports are included. Integration with Epic Willow Pharmacy. The PAX A80 is an Ethernet countertop device with a 4" Color Display, Touchscreen, Printer, and Physical Keypad. It supports a Magnetic Strip, CHIP, and Contactless transactions. Also includes Control Center and Validated Point to Point Encryption.	1	\$7,500	New Annual Subscription Fee shall be billed as provided in the Price Change section below.	The PaymentSafe Transaction Fee shall be billed per the Agreement.
PaymentSafe for OneSource with eCare NEXT/Epic (FREE) includes account balance presentation, payment processing, payment plans, payment remittances and payment reporting.	1	\$0.00	\$0.00	\$0.00
Patient Statements New Statement/Letter Template is used in conjunction with the Patient Statements Base Product and represents the creation of an additional statement/letter template in the event that an additional statement/letter needs to be created.	1	\$8,320	\$0.00	The Patient Statements Transaction Fee shall be billed per the Agreement.

Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.

Total 1st Year Fees (excluding transaction fees)	\$17,355.04	\$648
Future Recurring Fees (excluding transaction fees)	N/A	\$648

PASS-THROUGH FEES. Fees exclude pass-through fees ("Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCOs"), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of the Agreement to the contrary, Experian Health shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Experian Health.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost billed at contract execution.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to Customer. These fees are presented on an annual basis but billed on a monthly basis for the duration of the Agreement. Billing begins the earlier of: i) Customer's first productive use or ii) the ninth full calendar month following the Amendment Effective Date.

ONLINE TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide online training for products listed above. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. Further, custom programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to Customer from Experian Health as an inquiry sent to Experian Health

from Customer's HIS/PMS system(s). Transactions become billable to Customer once Customer is eligible for training and will be billed on a monthly basis for the duration of the Agreement.

PRICE CHANGE

PRICE CHANGE. Customer's new Subscription Fee for the product or products listed below shall be as follows. Customer's pricing pursuant to the Agreement will not change except as expressly modified below. This price change shall be effective the first day of the month following the Amendment Effective Date.

Product Name	Annual Subscription Fee
PaymentSafe for EDI	\$29,033

PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO CONTROL CENTER AND VALIDATED POINT TO POINT ENCRYPTION

CUSTOMER OBLIGATIONS. Access and use each of the Control Center and Validated Point to Point Encryption products is permitted solely for Customer's internal use and benefit. Customer agrees to use Control Center and Validated Point to Point Encryption in accordance with applicable federal, state and local laws and judicial requirements and any documentation provided to Customer in association with its product use. Customer is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. Experian Health is not responsible for any inability to provide Control Center or Validated Point to Point Encryption services due to Customer's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

USER IDS. Customer is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with its use of Control Center and Validated Point to Point Encryption whether or not such activities have been authorized by Customer.

WARRANTIES AND DISCLAIMERS. THE CONTROL CENTER AND VALIDATED POINT TO POINT ENCRYPTON PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. EXPERIAN HEALTH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO THE CONTROL CENTER OR VALIDATED POINT TO POINT ENCRYPTON PRODUCTS. EXPERIAN HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S ACCESS TO AND USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. In addition, Experian Health makes no representations or warranties as to the compliance of the Control Center or Validated Point to Point Encryption products with rules of or certification requirements of the PCI Security Standards Council or other industry guidance. The above exclusions apply only to the extent compliant with applicable law.

ADDITIONAL TERMS APPLICABLE TO CARD TERMINALS

MICROCHIP SHORTAGE. Given the global shortage of microchips, which has impacted card terminals among other products and industries, Experian Health cannot guarantee or predict a delivery schedule for terminals. Experian Health processes orders on a first-come first-served basis. In addition, Experian Health reserves the right to offer terminals of equal or better functionality as those listed herein as necessary given the shortage, which may be subject to a difference in price.

INCORPORATION OF ADDITIONAL TERMS APPLICABLE TO PATIENT STATEMENTS

The Additional Terms Applicable to Patient Statements section provided in the Agreement are incorporated herein by reference.

MISCELLANEOUS

BILLING TERMS. Customer agrees to the following billing terms: as set forth in the Agreement.

STATEMENT OF WORK. The Statement of Work ("SOW") attached hereto as Schedule A is incorporated herein by reference and made a part of this Amendment.

SCOPE CHANGES. Customer requests for changes to an existing Product may result in modifications to scope of service. The Experian Health team will review requested changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order process, as described herein. If Customer request is out of scope of the current version/configuration of the Product, and Experian Health determines, in its sole discretion, that the work is feasible Experian Health will prepare a Change Order proposal with appropriate costs. The Change Order proposal shall document any Customer-requested customization or deviation from a best practice workflow and will include all associated fees. Prior to the commencement of any work, Customer must agree to a Change Order document in writing, which will include all fees and the proposed timeline based on the requested changes.

TERM OF AMENDMENT AND RENEWAL. Experian Health reserves the right to rescind the fee structure and terms if this Amendment is not executed within 45 days of the date this Amendment was submitted to Customer. This Amendment shall be coterminous and run with the Agreement. Accordingly, this Amendment shall remain in full force and effect for the remainder of the Initial Term, or any applicable Renewal Term, of the Agreement and may only be terminated as set forth in the Agreement. For the avoidance of doubt, as of the Amendment Effective Date the Initial Term of the Agreement runs through November 4, 2024.


Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains in full force and effect. This Amendment may be executed by digital signature and in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.


This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, an authorized representative of each of the Parties has executed this Amendment as of the dates written below.

EXPERIAN HEALTH, INC.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

DocuSigned by:

Signed By: _____
Print Name: Jeff Corley
Title: Senior Director - Operations
Date: Jun 14, 2024 | 9:25 AM PDT


Signed By: _____
Print Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: JUN 25 2024



**EXHIBIT A
FACILITY LIST AND ADMINISTRATION**

Primary Facility Information

Legal Entity Name: Arrowhead Regional Medical Center
Address (No PO Boxes): 400 N. Pepper Ave, Colton, CA, 92324
NPI #: 1720158009

If no NPI# is provided, please check the box that most accurately describes Customer:

ACO Payer Pharmacy Hub BPO Collection Agency Other: _____ (please describe)

Tax ID#: 95-6002748956002748

Tax Exempt (True/False): False

(If yes, please attach a copy of your certificate of exemption.)

Public Website: www.arrowheadregional.org

Listed Phone Number for general inquiries: 909-580-1000

Listed Email Address for general inquiries:

Type of Ownership (Corporation, LLC, Nonprofit, Partnership, Sole Owner or Government):

Years in Business: 60

Contact Information

Business Principal (only required if Partnership or Sole Owner selected above)

Contact:

Phone:

Email:

Onboarding/Implementation

Contact: Apurva Patel – PaymentSafe

Phone: 909-580-0016

Email: patela@amc.sbcounty.gov

Contact: Kiim Hirotsu – Patient Statements

Phone: 909-777-0730

Email: hirotsuki@amc.sbcounty.gov

EQUIPMENT SHIPPING & BILLING INFORMATION

In order to provide credit card processing equipment, please provide ship to/bill to if different.

Contact:

Phone:

Email:

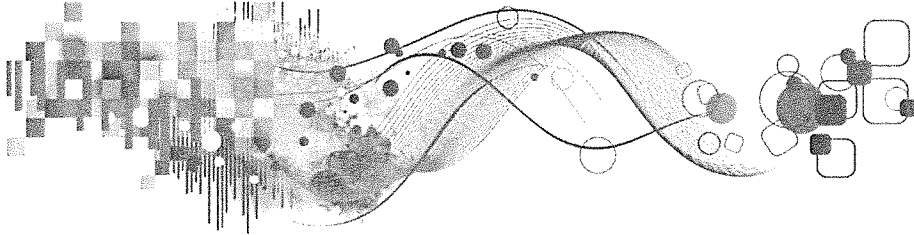
Address:

Additional Facility Information

Name	Address
Arrowhead Regional Medical Center	400 N. Pepper Ave, Colton, CA, 92324

SCHEDULE A
STATEMENT OF WORK

(attached)



Arrowhead - Add Willow to PaymentSafe
Arrowhead Regional Medical Center
February 21, 2024

Experian Health Statement of Work for Arrowhead Regional Medical Center

In preparation for implementing Experian Health revenue cycle solutions at Arrowhead Regional Medical Center locations set forth in Section 2 herein this Statement of Work (“SOW”) will outline project goals, process, resources and commitment needed from both Parties to ensure a successful implementation and positive outcome. Experian Health will leverage industry standards and Experian Health’s product implementation methodology which provides best practice recommendations for feature functionality by product based on industry experience and market feedback.

1. Overview:

Experian Health will provide Products as listed in this SOW:

Product	Suite
PAX A80 with Control Center and Validated Point to Point Encryption	
PaymentSafe for EDI	
PaymentSafe for OneSource with eCare NEXT/Epic (FREE)	

- 1.1. All Product implementations will follow a milestone-based implementation process as described below. Applicable timelines will be listed in the Product-specific section of this SOW.
- 1.2. Experian Health and Customer will review the implementation timelines throughout the implementation process and adjust if appropriate. Changes to the implementation process may result in modifications to timeline and scope of service. The project team will review changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order (as defined below) process. Standard timelines in the Product-specific section are based upon industry and customer experience and are dependent upon both Parties’ ability to execute each deliverable in the allotted timeframe. Delays on either side may result in an elongated timeline. Acceptance Criteria: Customer shall test the Product(s) for issues related to Go Live (as such term is defined in each Product section). Additional details on testing requirements are documented below in the User Acceptance Testing (UAT) Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five (5) business days of completing UAT will result in the Products being deemed accepted.

If Customer rejects a Product or Deliverable, Customer must provide written notice containing a detailed explanation to Experian Health. Experian Health will cure all deficiencies within scope that are preventing Go-Live. If Customer rejection is out of scope of either the Agreement or this SOW (Customer is requesting custom work outside of product-specific language), Experian Health will prepare a Change Order document with appropriate costs outlined and only where Experian Health determines that the work is feasible. Customer will then approve and execute the Change Order document, which will include any associated costs and the revised timeline based on such changes. If development is not required, changes may be added to the project after Go-Live through the Change Order process. If development is required, and if Product Management and Development determine that these changes are feasible, they may be worked into the product roadmap as future enhancements and managed outside of the implementation. Custom Programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

2. Facilities and Locations Included

This SOW and fees included assume implementation of the Experian Health Products set forth herein at only the locations included in the table below. Adding locations will result in increased scope, elongated schedule and additional cost.

Locations Included in Scope	Annual Encounters	Products in Scope
Arrowhead Regional Medical Center	409215	

3. General Implementation Provisions

Experian Health will lead the implementation of the Product(s). Customer and Experian Health shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of Product(s) upon completion of the implementation process. Experian Health will provide artifacts, information and/or project workplans to support the implementation

Experian Health and Customer will create an implementation committee or equivalent (“Implementation Committee”), involving representatives from both Parties to validate implementation readiness against the Parties’ contractual obligations. Experian Health and Customer will review deliverables by Product including scope, duration and available resources. Additionally, Experian Health will perform evaluations at designated milestones to assess overall implementation status, to evaluate completion of critical implementation requirements, and to identify potential risk areas. “Change Orders” will be used to document material changes to scope, pricing and/or timeline. Each Party’s Implementation Committee members will also be accountable for reviewing and approving/declining all Change Orders (which must also go through the Parties’ signature process).

Experian Health implementations utilize the following governance structure or equivalent:

- 3.1. Implementation Committee consisting of:
 - 3.1.1. Customer Executive Sponsor (as defined below).
 - 3.1.2. Customer Super User by Product when applicable.
 - 3.1.3. Experian Health Implementation Sponsor (as defined below).
 - 3.1.4. Experian Health Project Manager or Implementation Consultants by Product, when applicable.
- 3.2. Customer and Experian Health Project Managers.
- 3.3. Customer review group.

Implementation Team – Roles and Responsibilities

Both Parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. Customer may wish to have multiple participants fill the Super User, Operational or IT roles based upon operational structure or change management needs. Additional roles are detailed in the Product-specific section of this SOW.

If more than two (2) Products will be installed, a customer Project Manager must be assigned.

Customer

Title	Job Description
Executive Sponsor	Key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness - serves as a champion for the implementation in Customer organization.
Project Manager (PM)	Responsible for providing implementation leadership and monitoring implementation status. Communicates regularly with both internal Executive Sponsor and the Experian Health Project Manager.
IT Analysts	Assist in providing necessary documents and HIS specific configuration
Super Users	Operational users/managers that become experts in products. Input required throughout implementation especially during testing and training. Super Users may also be part of the implementation committee as needed.
Network/Desktop Admin	Configuration of connectivity and deployment of application.
Other	All resources necessary to successfully fulfill contractual objective.
Additional Roles	Product-specific roles will be defined in the product-specific section of this SOW

Experian Health

Title	Job Description
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Implementation Executive Sponsor	Executive-level contact responsible for implementation oversight and high-level issue escalation
Project Manager (PM)	Overall implementation lead for the install, responsible for developing implementation workplan, timelines and monitoring/communicating overall status of implementation.
Implementation Consultant (IC)	Product-specific resource responsible for configuration of each application.
Integration Engineer (IE)	Technical resource responsible for establishing connectivity and platform build
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build
Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.
Trainer	If applicable

Customer and Experian Health Resource Requirements

Experian Health scope of services includes the following unless otherwise noted herein:

3.4. Implementation Leadership including Implementation Management– Experian Health will:

- 3.4.1. Direct implementation start-up and provide cross-functional coordination and alignment of Experian Health resources. Experian Health will collaborate with Customer team to establish and maintain a mutually agreed upon implementation schedule for Experian Health and Customer resources.
- 3.4.2. Work with Customer to manage the scope of the technical portion of the Implementation and monitoring overall progress of the technology work.
- 3.4.3. Develop and manage the Implementation in accordance with a mutually agreed upon Project Workplan.
- 3.4.4. Formally document any Change Orders, including shepherding requests through Experian Health Product Management, development (if applicable), and pricing for Customer approval.
- 3.4.5. Set the cadence for Customer and Experian Health team communications.
- 3.4.6. Serve as the point of escalation for Experian Health Product issue resolution.
- 3.4.7. Identify and document risks that could hinder bringing the implementation to successful conclusion.
- 3.4.8. Provide implementation status reports for Experian Health activities.
- 3.4.9. Provide the Experian Health resources as outlined below for the duration of the implementation.

3.5. Implementation - Experian Health will:

- 3.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.
- 3.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide customer in translating their business requirements into Product-related decisions and settings.
- 3.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer

will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:

- Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
- 3.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this SOW.
- 3.5.5. Provide support and direction to customer in preparation for "Go-Live" (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this SOW. Experian Health will support the event as specified in the Implementation Workplan and will work with customer to facilitate transition to Support at the end of the event. Additionally, Experian Health and Customer will work together to complete the following:
- Cutover strategy.
 - Go-Live plan.
 - Site readiness/change management plan.
- 3.5.6. Train Customer on the Client Support Portal and issue logging system upon Go-Live

3.6. Implementation Leadership – Customer will:

- 3.6.1. Provide cross-functional coordination and alignment of Customer resources. Customer will collaborate with Experian Health team to establish and maintain a mutually agreed upon on-site and remote schedule for Experian Health resources.
- 3.6.2. Provide Customer technical resources to partner with the Experian Health team to implement the technology portion of the implementation. This includes monitoring overall progress of the technology work and removing roadblocks for Customer technical team's progress.
- 3.6.3. Regularly review and manage implementation in accordance with a mutually agreed upon Workplan.
- 3.6.4. Participate and collaborate in the Change Order process. Cooperate when scope changes arise so that decisions are made in a timely manner to not cause delays and either proceed as planned or change scope.
- 3.6.5. Provide physical space, technology required and subject matter expert participants for workflow design, testing and live system events.
- 3.6.6. Work with Experian Health to establish key performance metrics to measure and monitor engagement progress and milestone achievement.
- 3.6.7. Collect baseline key performance metric data before and after implementation to benchmark product efficacy.
- 3.6.8. Provide Customer resources as outlined above for the duration of the implementation.
- 3.6.9. Create and execute the operational change management strategy prior to introducing Experian Health products.

3.7. Implementation - Customer will:

- 3.7.1. Work with Experian Health in the planning phase to define options for fulfilling defined functional needs.
- 3.7.2. Complete required document collection for Experian Health product build, including pulling and submitting data from the PMS, HIS and any other systems as needed per the specifications provided by Experian Health.
- 3.7.3. Participate in functional design work sessions specific to Experian Health Product(s) standard functionality and standard reports. Customer will serve as experts in current workflow and in Health Information System/PMS capabilities to translate its business requirements into Product-related decisions and settings.

- 3.7.4. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
- 3.7.5. Customer will reasonably cooperate with the requirements outlined in detail in Section 8 and the Product-specific section of this SOW. Customer will complete its portion of the following:
 - Needs assessment finalizing scope and content of training sessions.
 - Education agendas.
 - Coordinating with Experian Health to schedule training post-testing and to ensure that all necessary users participate in training
- 3.7.6. Customer will work to implement the following as set out by Experian Health:
 - Cutover strategy.
 - Go-Live plan, including site readiness/change management.
- 3.7.7. Customer will serve as first line of defense for issue triage post-live and will log issues with the Client Support Portal post live and portal training.

Implementation Expectations

4. Planning

During the planning phase, Experian Health will review Customer-provided information related to business objectives and workflow, as well as content provided through the document collection process. Customer must provide information contained in the Product-specific section of this SOW.

5. Connectivity

Connectivity is one of the first major milestones and typically takes 4-5 weeks from contracting and consists of completing documentation, establishing ports, setting up firewall access and testing connectivity between your system and Experian Health. Product-specific connectivity details are listed in the Product section of this SOW. Customer shall work with Experian Health in good faith to establish connectivity. Customer acknowledges that lack of connectivity may extend the implementation timeline.

6. Build

During the build phase, Experian Health will use data provided by customer to create each standard Product.

- 6.1. Product Build is outlined in the product-specific section of this SOW.
- 6.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the product-specific sections of this SOW and will include all model functionality and features.
- 6.3. Requests to deviate from the standard functionality and features will be documented with the Change Order process and may be subject to additional cost.

7. Testing

Experian Health will perform internal quality assurance testing before providing the system to Customer for UAT. UAT consists of Customer-inclusive workflow and scenario-based testing of the product by its eventual users. The specific testing requirements vary by product and will be as set forth in more detail below in the Section of each product table entitled "Testing".

- 7.1. UAT preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), customer-provided centralized testing space, Customer testing resources for the duration of UAT.

- 7.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend end-user training.
- 7.3. UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.
- 7.4. Specific testing requirements per product are included in the product-specific section of this SOW.
- 7.5. Customer is allotted test transactions that total no more than 10% of total annual encounter volume outlined in Section 2. Transactions that exceed this threshold shall be invoiced to Customer.
- 7.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

8. **Training**

- A. Experian Health will collaborate with customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health Products. The specific training recommendations and delivery approaches vary by product and will be as set forth in more detail below in the Section of each product table entitled "Training".
- B. During the implementation phase, the Implementation Consultant will work collaboratively with Customer to determine the timing for training and to coordinate the training plan and schedule details. Training sessions are instructor-led and delivered onsite or remotely and include detailed product functionality overviews along with training materials and user guides. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.
 - 8.1. Train-the-Trainer model: Experian Health's trainers will work with Customer training team members to become proficient in training Experian Health Products. Train-the-Trainer includes customized training materials and QuickStart guides for trainees, as well as a proficiency exam for trainers.
 - 8.2. Online Training: Experian Health shall provide online training for products listed in this SOW. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated product end users and/or training staff.
 - 8.2.1. Experian Health recommends that Customer reserve a training room if multiple attendees from Customer's site will be attending.
 - 8.2.2. Complete desktop personal computer systems for each attendee.
 - 8.2.3. Telephone with Speaker Functionality (or a headset if Customer will be participating from a desk)
 - 8.2.4. Internet connections for all attendees
 - 8.3. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.
 - 8.4. Experian Health offers a variety of reference materials for Customers, which are readily available. Materials include detailed online user guides, reference documents and a series of video tutorials.
 - 8.5. Specific training recommendations and delivery approach per Product are included in the Product-specific section of this SOW.

9. **Go-Live, Go-Live Support and Additional Feature Implementation**

- 9.1. Go-Live is defined per Product in the Product-specific section of this SOW.
- 9.2. Go-Live support will be provided by Experian Health's Implementation Consultant team.
- 9.3. Go-Live issues will be documented by the Implementation Consultant team and logged as Cases for the Experian Health support team if additional troubleshooting knowledge is needed. Cases are prioritized by criticality. Low priority (P4-P5) items such as Product enhancement requests may transition in ownership from implementation to customer support prior to case closure.
- 9.4. Additional Product functionality may be scheduled to implement post Go-Live, for example, if live system data is necessary to complete configuration.
- 9.5. Approved Change Orders, including unpaid but agreed-upon enhancements to best practice features or functionality, as defined in the Product-specific sections, and paid scope changes documented by a Change Order form that were not required for Go-Live may also be implemented post Go-Live.

10. **Product Optimization Workshop (POW)**

- 10.1. Experian Health may perform POWs either via Webinar or in-person, depending upon the Product, customer availability and overall implementation size approximately 30-60 days after Go-Live unless the Product-specific terms dictate otherwise. During this time, the Implementation Consultant will review with Customer the following: Product configuration, reporting, using the Client Support Portal and the transition to Account Management. Issues and workflow improvement items identified during this POW will be addressed by implementation or support, as appropriate.

11. **Ongoing Maintenance and Optimization**

- 11.1. By the end of the implementation, Customer shall take over primary ownership and will be responsible for tasks including but not limited to:
 - 11.1.1. Submitting cases to Experian Health Support for found issues.
 - 11.1.2. Supplying updated system information (CDM, Payers/Plans, Contracts, etcetera).
 - 11.1.3. Communicating problem workflows to Experian Health for assistance.
 - 11.1.4. Supporting additional contracted location rollouts of existing functionality.
 - 11.1.5. Playing a primary role with Health Information System upgrades.
 - 11.1.6. Maintaining user and payer mappings.
- 11.2. Experian will be responsible for the following:
 - 11.2.1. Transitioning responsibility to Relationship Management and customer support:
 - The transition process begins when Go-Live has been achieved for the transitioning Product(s). The transition is proposed and goes through a series of Experian Health internal approvals to validate that Customer is stable and ready to transition. Customer is made aware of the pending transition during this time.
 - The Implementation team will provide details about Customer and setup and provide documentation relevant to the install to the Relationship Manager who will be working with Customer long-term.
 - The Implementation team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.
 - 11.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.
 - 11.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.
 - 11.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.
 - 11.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

PaymentSafe® (Epic)

<p>Functionality:</p>	<p>Accepts credit card and ACH payments</p> <p>Posts back payments to Epic in real time</p> <p>Processor agnostic</p> <p>PCI compliance certified by 3rd party</p> <p>Client will have access to PaymentSafe® reporting to search on the status and results of payments.</p> <p>Client will have access to PaymentSafe® Make a Payment to utilize as a backup to make a payment.</p>
<p>Standard Implementation Timeline:</p>	<p>15 weeks</p>
<p>Key Deliverables:</p>	<p>Supply details to set-up web service</p> <p>Customer provides IP addresses and Experian will Whitelist</p> <p>Customer needs to provide VAR sheet</p> <p>Checklist – Implementation of External Payment Devices Before starting an Epic / PaymentSafe® implementation, client will need complete the Device Integration Checklist. As indicated in this checklist, customer will need to supply Experian Health with the proper authentication type and authentication prefix to use in conjunction with the necessary credentials.</p> <ul style="list-style-type: none"> • (User) Please provide Experian Health with the URL to customer's (client-specific) Epic Interconnect server, along with the credentials (username/password) that are needed. Also include the authentication type prefix that should be use with the credentials. • (User) Make request in Epic's App Orchard. • (Epic) Epic will provide the User Type. The User Type can be one of the following: <ul style="list-style-type: none"> • EMP: Epic EMP/Employee User • Windows: Active Directory User • Local: Windows Local Use • (User) White List customer Epic Interconnect servers on customer PCI servers so that Experian Health can communicate out to them. The customer's Epic Interconnect server(s) hosts and/or IP addresses need to be White Listed on the PCI servers so that Experian Health can communicate out to them properly. If this White Listing is not done, customer will see errors. • (User) provide customer Merchant account details to process against, VAR tear sheet. • (Experian Health) will provide customer with customer gateway identifiers (e_gatewayidentifiers) <p>Checklist – Implementation of External Patient Payment Page Before starting the Epic Implementation, customer will need to provide Experian Health with the URLs to the client-specific, Epic Interconnect server, along with the credentials (username/password) that Experian Health needs to use when transacting with customer's External Payment Page. As indicated in this checklist, customer will need to supply Experian Health with the proper authentication type and authentication prefix to use in conjunction with the necessary credentials.</p> <p>App Orchard approvals/request for this integration/implementation.</p> <p>For the "Epic Interconnect Auth Prefix," this is determined by customer Epic Interconnect User Authentication setup. The specifications document from Epic about this feature provides these options: Type: User type can be one of the following: <ul style="list-style-type: none"> • EMP: Epic EMP User • Windows: Active Directory User • Local: Windows Local User </p>

	<p>White Listing customer Epic Interconnect servers on PCI servers so that Experian Health can communicate to those PCI servers.</p> <p>Customer's Epic Interconnect Server(s) Hosts and/or IP addresses need to be White Listed on the PCI servers so that Experian Health can communicate with them properly. (If this White Listing is not done, user will see errors in the MyChart hosted payment page feature like "error communicating with Epic servers").</p> <p>Customer's Merchant Account details for which to process transactions against. (If an existing Merchant Account is already used, Experian Health can use the same identifier valued in the e_gatewayidentifier1 field as used for another Epic build).</p> <p>Confirm and Verify that client's Epic MyChart URL allows loadable and viewable content to be presented within the frames of customer external payment page.</p>
Testing:	Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.
Training:	Experian Health recommends incorporating this integration into client's standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, client resources must complete training for their organization.
Go-Live:	<p>A credit card payment can be sent to a processor, and the client can then receive from the processor an approval or decline;</p> <p>o And a refund and/or void can be issued to the transaction</p> <p>o Transactions are posted back into Epic real time</p>

Project Team Role	Type	Description
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PaymentSafe® - Ingenico & PAX	
Functionality:	<p>PaymentSafe® offers several different Ingenico & PAX models.</p> <p>Ingenico devices consist of the iSMP4.</p> <p>PAX devices consist of A80, A920 and Aries 8 PRO.</p> <p>The devices meet the latest hardware and software security requirements. PCI PTS 3.x certified, the devices ensure secure data and application management and enable highly secured electronic transactions. It also complies with SRED and Open protocol modules.</p> <p>Integrates with PaymentSafe® through eCare Next® and OneSource®.</p> <p>Integrates with PaymentSafe® through the Epic integration.</p> <p>Accepts payments using EMV chip, magstripe, key enter or using near field communication.</p> <p>PCI compliance certified by 3rd party.</p>
Standard Implementation Timeline:	4 weeks.
Key Deliverables:	<p>Customer must establish relationship with credit card and e-check processors.</p> <p>VAR sheets will be required.</p> <p>Customer must provide Ethernet connectivity for devices.</p> <p>**Ingenico devices come with a 1 year manufacture's warranty period.**</p> <p>**PAX guarantees that all PAX hardware products are warranted to be free from any defect in workmanship and material that may occur within two (2) years from date of initial shipment from PAX's facility.**</p>

Testing:	Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.
Training:	WebEx training available as needed.
Go-Live:	PaymentSafe® is considered live once: <ul style="list-style-type: none"> • A credit card payment can be sent to a processor, and the client can then receive from the processor an approval or decline. • And a refund and/or void can be issued to the transaction.

Project Team Role	Type	Description
Ingenico Setup Information	Customer	Connectivity (POE or AC, wireless is a given), Friendly Names, MID Mapping (if client has multiple MIDs), Shipment Info, VP2Pe w/Control Center – yes or no, Processor information

PaymentSafe® - OneSource®	
Functionality:	Permission based usage configuration PCI compliance certified by 3rd party Create and edit payment plans Can display open account balances within the same MID across affiliated facilities provided that patient account history (PAH) is provided Ability to offer a facility-wide percentage discount Create a customized receipt and e-receipt E-mail payment confirmation to patient Accepts a variety of tender types (i.e. credit card, e-check, paper checks, cash, money orders) 835 Remittance files are delivered daily via FTP Best Practice productivity and accounting reports Card reader options may allow additional PaymentSafe® functionality Options include: <ul style="list-style-type: none"> • PAX Devices • Magtek Mini MICR reader (reads magnetic check line, creates an e-check) – NOT available for Epic installs Processor agnostic (i.e. works with most major credit card processors) Preferred processor relationship with AxiaMed Client will have access to PaymentSafe® reporting to search on the status and results of payments and payment plans.
Standard Implementation Timeline:	12 weeks.
Key Deliverables:	Customer must already have or establish a relationship with a credit card processor VAR sheets will be required from the client Friendly names for credit card devices

	<p>Listing of permissions</p> <p>3 MIDs will be provided and enabled as needed for implementation</p> <p>Additional MIDs can be purchased separately</p> <p>Any additional MIDs required for implementation after initial sale must be purchased separately through an amendment</p>
Testing:	Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.
Training:	Training options such as documentation, video and Webex training are available
Go-Live:	<p>PaymentSafe® is considered live once</p> <ul style="list-style-type: none"> • A credit card payment can be sent to a processor • The customer can then receive from the processor an approval or decline • And refund and/or void can be issued to the transaction

Project Team Role	Type	Description
Credit Card Payment Processor	Customer	Customer must establish relationship with credit card and e-check processors

This SOW contains the complete and exclusive understanding between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements, oral or written. Following the execution of the agreement to which this SOW is exhibited, no provision of this SOW shall be modified or amended except in a writing signed by authorized representatives of both Parties.