SAN BERNARDINO COUNTY

Contract Number
19.721

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Experian Health, Inc.
Contractor Representative	Jacqueline Gantes
Telephone Number	(949) 842-1742
Contract Term	November 5, 2019 – November 4, 2024
Original Contract Amount	$2,304,000
Amendment Amount	
Total Contract Amount	$2,304,000
Cost Center	9110004200

Briefly describe the general nature of the contract:

Agreement with Experian Health, Inc. in an amount not to exceed of $2,304,000, for the five-year period beginning November 5, 2019 and ending November 4, 2024, for the conversion of Experian software and licensing of additional third party software to ensure compatibility with both the existing and new Electronic Health Record system.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	► *[signature]*
Bonnie Uphold, County Counsel		William L. Gilbert, Director
Date 10-24-19	Date	Date 10/23/19

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

Amended and Restated Master Customer Agreement

This Amended and Restated Master Customer Agreement (as amended, supplemented or modified from time to time, the "Agreement") covers the products and services listed below ("Products and Services") and is between Experian Health, Inc. ("Experian Health") and County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Customer", and together with Experian Health collectively, the "Parties"). This Agreement shall be effective as of November 5, 2019 ("Effective Date").

Effective as of the Effective Date, this Agreement amends, restates, replaces and supersedes in their entirety: (i) the Master Customer Agreement between Experian Health, Inc. and County of San Bernardino dated January 14, 2019 and effective as of December 7, 2018, as well as any amendments or addenda thereto; and (ii) the Master Customer Agreement between Experian Health, Inc. and County of San Bernardino dated and effective as of August 23, 2016, as well as any amendments or addenda thereto.

THIS AGREEMENT IS SUBJECT TO EXPERIAN HEALTH'S STANDARD TERMS & CONDITIONS OF SALE, AS REVISED OR AMENDED FROM TIME TO TIME, AND ITS BUSINESS ASSOCIATE AGREEMENT, ATTACHED AS SCHEDULE A HERETO AS REVISED OR AMENDED FROM TIME TO TIME (THE "TERMS & CONDITIONS"). The Terms & Conditions, which are incorporated by reference into this Agreement, are attached as Exhibit B hereto and Customer acknowledges receipt, review and acceptance of the Terms & Conditions. Customer agrees to and intends to be bound by the Terms & Conditions. Commencement of any work, services, or delivery of goods under the Agreement shall constitute Customer's acceptance of the Terms & Conditions. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Terms and Conditions.

PRODUCT OFFERINGS AND FEES

The product solutions outlined in this Agreement and provided by Experian Health for Customer in accordance with the terms of this Agreement are compatible with both MEDITICH C/S HIS and Epic HIS systems.

I. RENEWAL OF EXISTING PRODUCT OFFERINGS AND FEES

EXISTING PRODUCT OFFERINGS AND FEES. Product offerings and fees specified herein apply to a single facility installation. Experian Health agrees to provide the products and services selected below for the facility/facilities listed on Exhibit A hereto. Customer agrees to provide further details specified in the facility list and administration section in Exhibit A attached hereto. HIS/PMS system(s) applicable to the existing products and services listed below for this Agreement include MEDITECH C/S.

Product Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
Database Management System Proprietary Information and Interface Includes upgrade to ClaimSource at no additional cost if done by December 31, 2021.	1	Previously paid	$4,992	$0.00
ClaimSource - UB Editor - Institutional (UB) Claims Editor (Includes up to 20 Send Connections) Proprietary Information and Interface	1	Previously paid	Included	The ClaimSource Direct Transaction Fee shall be billed as provided below.
ClaimSource - Professional (1500) Claims Editor (Includes up to 20 Send Connections) Proprietary Information and Interface	1	Previously paid	Included	
ClaimSource - Automated Secondary Billing - 1500 to 1500 Proprietary Information and Interface	1	Previously paid	Included	
ClaimSource - Automated Secondary Billing - UB to UB Proprietary Information and Interface	1	Previously paid	Included	
Denial Manager identifies denied claims for analysis and maximizes reimbursement. Direct access to the billed claim from the Denial Manager screens allows staff to quickly review and resubmit denied claims. Proprietary Information and Interface	1	Previously paid	$6,489.60	$0.00
Medi-Medi Bad Debt Logs Proprietary Information and Interface	1	Previously paid	$2,400	$0.00
Remittance Manager - ERA - Custom Posting for up to 10 Payers Proprietary Information and Interface	1	Previously paid	$11,032.32	$0.00
Eligibility Engine - Business Office/Post Claim Eligibility Batch Eligibility for Medicare/Medicaid	1	Previously paid	$25,958.40	The Eligibility Verification Transaction Fee shall be billed as provided below.
Eligibility Engine - Registration/Pre Reg Real-Time Eligibility - Integrated	1	Previously paid	$7,787.52	

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

Total 1st Year Fees (excluding transaction fees)	Previously paid	$58,659.84
Future Recurring Fees (excluding transaction fees)	N/A	$58,659.84

CLAIMSOURCE DIRECT TRANSACTION FEES. The ClaimSource Direct Transaction Fee ("ClaimSource Direct Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning on the Effective Date ("CS Billing Date"). The ClaimSource Direct Transaction Fee does not include Pass-Through Fees. For any partial calendar months, the ClaimSource Direct Transaction Fee shall be prorated. In no event will the ClaimSource Direct Transaction Fee be less than the Monthly Base Rate.

ClaimSource Direct Transaction Pricing		
Monthly Base Rate	**Monthly Max Transactions**	**Excess Usage Fee**
$6,084 per month	50,000 transactions per month included in ClaimSource Claims Editor package	$0.13 per transaction in excess of the 50,000 included transactions per month

ELIGIBILITY VERIFICATION TRANSACTION FEES. The Eligibility Verification transaction fee ("Eligibility Transaction Fee") shall apply to eligibility verification transactions triggered by any applicable product platform, which may include eCare NEXT, IntelliSource, EDI, OneSource, BatchSource and Claims as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Eligibility Verification or ii) nine (9) months following the Effective Date ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate. Prior to the EV Billing Date, Customer shall be billed at the Excess Usage Rate.

Eligibility Verification Transaction Pricing		
Monthly Base Rate	**Monthly Max Transactions**	**Excess Usage Fee**
$6,240 per month	50,000 transactions per month	$0.15 per transaction in excess of 50,000 transactions per month

II. NEW PRODUCT OFFERINGS AND FEES

NEW PRODUCT OFFERINGS AND FEES. Product offerings and fees specified herein apply to a single facility installation. Experian Health agrees to provide the products and services selected below for the facility/facilities listed on Exhibit A hereto. Customer agrees to provide further details specified in the facility list and administration section in Exhibit A attached hereto. HIS/PMS system(s) applicable to the new products and services listed below for this Agreement include Epic.

Product Description	Qty	Fees (Unit Price)		
		Implementation	**Subscription**	**Transaction**
The Premium Electronic Data Interchange (EDI) solution optimizes the 271 response, representing the collection, analysis, and consolidation of multiple streams of eligibility data. This premium package allows for normalization of 271 data across payers, embedded alerts that present important information to the registrar, bad plan code detection and repair to identify incorrectly registered insurances and web capture capabilities to automate notifications. This service also includes the Passport OneSource solution.	1	$9,900	$10,800	The Eligibility Verification Transaction Fee shall be billed as provided below.
OneSource Install for IntelliSource or Electronic Data Interchange (EDI) plus Passport Eligibility includes the initial install of the OneSource solution and provides individual payer eligibility, benefits data, claim status, view/submit referrals, online coding tools, pre-certification, authorization, and notice of admission. Implementation fees and subscription fees are waived for IntelliSource and EDI customers.	1	$0.00	$0.00	
ClaimSource Eligibility (Requires client to have an Experian Eligibility product under contract to be used in ClaimSource) runs an eligibility check for patients against the Experian Health eligibility repository during the claim load and validation process. If a valid response is found, that response will be re-purposed at no additional cost, and the eligibility edits will run against it. If a valid eligibility response is not found, then a new eligibility check is triggered and that response will be used for editing on the claim. All new eligibility transactions will be counted as part of the monthly transaction volume and appropriate fees will apply per the eligibility product's contractual agreement.	1	$0.00	$0.00	ClaimSource Eligibility may run an Eligibility Verification Transaction to incorporate benefit data if there is not an existing eligibility transaction available. Transactions will be billed as set forth in the Eligibility Verification Transaction Fee.
Identity Verification - Integrated uses expansive, regulated data sources to provide standardized and verified current contact information for patients. This tool validates and corrects a patient's name, address, Social	1	$2,000	$6,000	The Identity Verification Transaction Fee shall be billed as provided below.

Description	Qty			
Security Number (SSN), Date of birth (DOB), phone number, and county.				
BatchSource Coverage Discovery identifies additional, date-specific, active coverage for existing patient accounts.	1	$4,000	$0.00	The Coverage Discovery Transaction Fee shall be billed as provided below.
Electronic Data Interchange (EDI) Coverage Discovery identifies additional, date-specific, active coverage for existing patient accounts.	1	$2,000	$0.00	
PaymentSafe for EDI is the engine behind HIS payment collection UI, connecting it to the processor of choice, and creating remit files as necessary. Reports are included.	1	$3,750	$18,480	The PaymentSafe Transaction Fee shall be billed as provided below.
The PaymentSafe Reader Ingenico EMV320 Keypad/Swiper accepts all forms of electronic payment, including contactless, EMV and mobile (NFC). Features a tamper-resistant, tamper-responsive design that protects cardholder data. Also includes Validated Point to Point Encryption with Control Center.	5	$440	$216	$0.00
ClaimSource Institutional/Professional + ERA for Epic is a full service claims management system that allows clients to submit claims files from their host billing system(s) for processing, performing pre-submission edits and error checking, formatting outbound claims and submitting claims to payers. ClaimSource applies a full set of pre-submission edits including standard, payer specific, provider specific (custom) and medical necessity edits before claims are submitted to the payers.	1	$0.00	$0.00	The ClaimSource Transaction Fee shall be billed as provided below.
ClaimSource Accelerated/Automated Secondary Billing automates and accelerates the secondary billing of claims where Medicare is the primary payer.	1	$0.00	$0.00	$0.00
ClaimSource Custom Programming	1	$15,000	$0.00	$0.00
ClaimSource - Medi-Medi Bad Debt Logs	1	$0.00	$2,400	$0.00
ClaimSource Archive Historical Claim Load allows new ClaimSource clients to load historical claims into an archive file for viewing purposes only. These claims cannot be reported on, re-worked and/or re-submitted. The historical claims data must be provided for import in the ANSI 837 format.	1	$0.00	$0.00	$0.00
ClaimSource Archive Historical Remit Load allows new ClaimSource clients to load historical remits into an archive file for viewing purposes only. Remits cannot be reported on or used for posting purposes. The historical data must be provided for import in the ANSI 835 format.	1	$0.00	$0.00	$0.00
The Paper EOB to 835 conversion service allows for your lockbox Paper EOB payment PDF files and/or your locally scanned Paper EOB and checks to be converted to ANSI 835 files that can then be electronically posted, therefore eliminating the need to manually key them in.	1	$3,000	$0.00	The Paper EOB to 835 Conversion Transaction Fee shall be billed as provided below.
Patient Statements are patient-friendly billing communications that provide critical financial and insurance information from an A/R system in a single account or consolidated monthly statement format. The base product includes duplex variable imaging (4-color) front with a black only backer on blank white paper, a generic stock return envelope, and processing, printing and mailing for an existing Passport statement/letter template.	1	$8,500	$0.00	The Patient Statements Transaction Fees shall be billed as provided below.
BATCH - Custom modification to the source 835 file to accommodate the various requirements of the HIS/PMS systems. Includes splitting for multiple patient accounting systems, contractual adjustments, or specialized requirements.	1	$0.00	$11,032.32	$0.00
Correct Coding Initiative (CCI) rule set comprised of edits in Epic format used to detect mutually exclusive and compound/comprehensive requests that would cause a claim to be denied.	1	$0.00	$1,495	$0.00
Local Coverage Determination (LCD) / National Coverage Determination (NCD) Part A rule set built in Epic format.	1	$0.00	$6,000	$0.00
Local Coverage Determination (LCD) / National Coverage Determination (NCD) Part B rule set built in Epic format.	1	$0.00	$6,000	$0.00
Denial Manager identifies denied claims for analysis and maximizes reimbursement. Direct access to the billed claim from the Denial Manager screens allows staff to quickly review and resubmit denied claims.	1	$0.00	$6,489.60	$0.00

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

Total 1st Year Fees (excluding transaction fees)	$50,350	$69,776.92
Future Recurring Fees (excluding transaction fees)	N/A	$69,776.92

ELIGIBILITY VERIFICATION TRANSACTION FEES. The Eligibility Verification transaction fee ("Eligibility Transaction Fee") includes eligibility verification transactions across all product platforms, including eCare NEXT®, IntelliSource, EDI, OneSource, BatchSource and Claims as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on Customer's selection below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Eligibility Verification or ii) nine months following the Amendment Effective Date ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. For any partial calendar months, the Eligibility Transaction Fee shall be prorated. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate for Customer's selected pricing tier. Prior to the EV Billing Date, Customer shall be billed at the Excess Usage Rate corresponding to Customer's selection below.

Beginning on the first anniversary of the Amendment Effective Date, Customer may change pricing tiers to a lower tier ("Downward Price Change") once per calendar quarter by providing written notice to Experian Health ("Price Change Notice"). Customer may change pricing tiers to a higher tier at any time ("Upward Price Change") by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

Eligibility Verification Transaction Pricing			
Pricing Tier (Select One)	**Monthly Base Rate**	**Monthly Max Transactions**	**Excess Usage Fee**
1 ☒	$8,625 per month	75,000 transactions per month	$0.125 per transaction in excess of 75,000 transactions per month
2 ☐	$11,000 per month	100,000 transactions per month	$0.120 per transaction in excess of 100,000 transactions per month
3 ☐	$12,500 per month	125,000 transactions per month	$0.110 per transaction in excess of 125,000 transactions per month

IDENTITY VERIFICATION TRANSACTION FEES. The Identity Verification transaction fee ("Identity Verification Transaction Fee") includes Identity Verification transactions across all product platforms. The Identity Verification Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on Customer's selection below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Identity Verification or ii) nine months following the Amendment Effective Date ("Identity Verification Billing Date"). In no event will the Identity Verification Transaction Fee be less than the Monthly Base Rate for Customer's selected pricing tier. Prior to the Identity Verification Billing Date, Customer shall be billed at the Excess Usage Rate.

Beginning on the first anniversary of the Amendment Effective Date, Customer may request a Downward Price Change once per calendar quarter by providing a Price Change Notice to Experian Health. Customer may request an Upward Price Change at any time by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

Identity Verification Transaction Pricing			
Pricing Tier (Select One)	**Monthly Base Rate**	**Monthly Max Transactions**	**Excess Usage Fee**
1 ☒	$1,987.50 per month	7,500 transactions per month	$0.275 per transaction in excess of 7,500 transactions per month
2 ☐	$2,600 per month	10,000 transactions per month	$0.270 per transaction in excess of 10,000 transactions per month
3 ☐	$3,125 per month	12,500 transactions per month	$0.260 per transaction in excess of 12,500 transactions per month

COVERAGE DISCOVERY TRANSACTION FEE. The Coverage Discovery transaction fee ("Coverage Discovery Transaction Fee") includes processing of the amount of Coverage Discovery records corresponding to the selected pricing tier and shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on Customer's selection below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Coverage Discovery or ii) nine months following the Amendment Effective Date ("CD Billing Date"). In no event will the Coverage Discovery Transaction Fee be less than the Monthly Base Rate for Customer's selected pricing tier. Prior to the CD Billing Date, Customer shall be billed at the Excess Usage Rate corresponding to Customer's selection below.

Beginning on the first anniversary of the Amendment Effective Date, Customer may request a Downward Price Change once per calendar quarter by providing a Price Change Notice to Experian Health. Customer may request an Upward Price Change at any time by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

Coverage Discovery Transaction Pricing			
Pricing Tier (Select One)	**Monthly Base Rate**	**Monthly Max Transactions**	**Excess Usage Fee**
1 ☒	$1,250 per month	1,000 patient records per month	$1.26 per patient record in excess of 1,000 patient records per month
2 ☐	$2,480 per month	2,000 patient records per month	$1.25 per patient record in excess of 2,000 patient records per month
3 ☐	$3,690 per month	3,000 patient records per month	$1.24 per patient record in excess of 3,000 patient records per month

PAYMENTSAFE TRANSACTION FEES. The PaymentSafe transaction fee ("PaymentSafe Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed based on Customer's selection below. These fees are billed on a monthly basis beginning

the earlier of: i) Customer's first productive use of PaymentSafe or ii) nine months following the Amendment Effective Date ("PS Billing Date"). The PaymentSafe Transaction Fee does not include Pass-Through Fees. In no event will the PaymentSafe Transaction Fee be less than the Monthly Base Rate for Customer's selected pricing tier. Prior to the PS Billing Date, Customer shall be billed at the Excess Usage Rate corresponding to Customer's selection below.

Beginning on the first anniversary of the Amendment Effective Date, Customer may request a Downward Price Change once per calendar quarter by providing a Price Change Notice to Experian Health. Customer may request an Upward Price Change at any time by providing a Price Change Notice. Any Price Change shall be effective the first day of the calendar month following Experian Health's receipt of the Price Change Notice.

PaymentSafe Transaction Pricing			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
1 ☒	$1,525 per month	5,000 transactions per month	$0.315 per transaction in excess of 5,000 transactions per month
2 ☐	$2,250 per month	7,500 transactions per month	$0.310 per transaction in excess of 7,500 transactions per month
3 ☐	$2,900 per month	10,000 transactions per month	$0.300 per transaction in excess of 10,000 transactions per month

CLAIMSOURCE TRANSACTION FEES. The ClaimSource transaction fee ("ClaimSource Transaction Fee") includes ClaimSource transactions across all product platforms. The ClaimSource Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of ClaimSource or ii) 9 months following the Amendment Effective Date ("ClaimSource Billing Date"). The ClaimSource Transaction Fee does not include Pass-Through Fees. In no event will the ClaimSource Transaction Fee be less than the Monthly Base Rate. Prior to the ClaimSource Billing Date, Customer shall be billed at the Excess Usage Rate.

ClaimSource Transaction Pricing		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
$6,500 per month	60,000 transactions per month	$0.13 per transaction in excess of 60,000 transactions per month

PAPER EOB TO 835 CONVERSION TRANSACTION FEES. The Paper EOB to 835 Conversion Transaction Fee ("Paper EOB to 835 Conversion Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Paper EOB to 835 Conversion or ii) nine months following the Amendment Effective Date ("Paper EOB to 835 Conversion Billing Date"). The Paper EOB to 835 Conversion Transaction Fee does not include Pass-Through Fees. In no event will the Paper EOB to 835 Conversion Transaction Fee be less than the Monthly Base Rate. Prior to the Paper EOB to 835 Conversion Billing Date, Customer shall be billed at the Excess Usage Rate.

Paper EOB to 835 Conversion Transaction Pricing		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
$1,400 per month	4,000 transactions per month	$0.35 per transaction in excess of 4,000 transactions per month

PATIENT STATEMENTS TRANSACTION FEES. The Patient Statements transaction fee (first page only; additional pages and postage will be billed as set forth below) ("Patient Statements Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: (i) Customer's first productive use of Patient Statements or (ii) nine months following the Effective Date ("Patient Statements Billing Date"). In no event will the Patient Statements Transaction Fee be less than the Monthly Base Rate. Prior to the Patient Statements Billing Date, Customer shall be billed at the Excess Usage Rate. Postage and additional pages will be billed separately, as set forth below.

Patient Statements Transaction Fee		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
$5,250 per month	33,500 Patient Statements per month (first page only; additional pages and postage will be billed as set forth below)	$0.15 per transaction Patient Statement (first page only; additional pages and postage will be billed as set forth below) in excess of 33,500 Patient Statements (first page) per month

III. DELETE PRODUCT

DELETE PRODUCTS. Customer may delete the products listed immediately below this paragraph (the "Legacy Products") from the Agreement in their entirety after completion of migration to Epic ("Epic Go-Live Date"). **Upon written notice from Customer sent to Terminations@experianhealth.com, and following the Epic Go-Live Date, Experian Health shall terminate Customer's access to the Legacy Products, and all fees for the Legacy Products will cease billing.** If no written notice is received, Customer shall continue to be billed for the Legacy Products according to the terms of the Agreement.

- DSG – ClaimSource – UB Editor - Institutional
- DSG – ClaimSource – Professional (1500) Claims Editor
- DSG – ClaimSource – Automated Secondary Billing – 1500 to 1500
- DSG – ClaimSource – Automated Secondary Billing – UB to UB
- DSG – Database Management System
- DSG – Denial Manager

- DSG – Remittance Manager – ERA – Custom
- DSG – Medi – Medi Bad Debt Logs
- DSG – Eligibility Engine – Business Office/Post Claim Eligibility Batch
- DSG – Eligibility Engine – Registration/Pre-Reg Real-Time Eligibility

IV.   ADDITIONAL TERMS FOR ALL PRODUCTS AND SERVICES

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 due 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.

TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide on-site training for all of the products selected above at the rate of $2,000 per trainer per eight-hour day. Online training, to the extent available for a given Product, shall be provided at no cost to Customer. 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.

V.   PRODUCT SPECIFIC TERMS

PRODUCT SPECIFIC TERMS
ADDITIONAL TERMS APPLICABLE TO
CLAIMSOURCE

ELECTRONIC INTERFACES AND SYSTEM SOFTWARE. Customer is responsible for providing electronic file(s), containing data elements for UB04 and or CMS 1500 medical claims ("Claims File") for use with the system software. The Claims File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Experian Health-approved method. Additional charges shall apply for programming changes to the system software resulting from Customer changes in the format(s) of the Claims File. These charges will be billed to the Customer based on Experian Health's current hourly programming rate.

The system software may accept HIPAA-compliant remittance advice data file(s) containing data elements related to payments and adjustments for medical claims for the contracted payers. The system software may provide an output file format for transfer to accounts receivable systems. The Customer is responsible for the file transfer of remittance advice data file(s) from the Experian Health system to all other systems for the purposes of updating accounts receivable.

ADDITIONAL TERMS APPLICABLE TO ELIGIBILITY VERIFICATION SERVICES

As a value-add functionality to the use of eligibility verification services, Experian Health reviews eligibility transactions against beneficiary files or roster files it hosts for certain health plans, accountable care organizations, independent physician associations, and other entities in which healthcare providers have a value-based care incentive (collectively, Coordinating Care Entities or "CCEs"). If Customer's patient is a member of a CCE for which Experian Health hosts the beneficiary file or roster file in its MemberMatch solution and if the patient has not opted out of data sharing, then the eligibility response returned to Customer will, in addition to all standard eligibility response data, indicate to Customer that the patient is attributed to that CCE and contain (1) the CCE's name, (2) CCE's contact information, and (3) instructions on how Customer may coordinate care with the CCE. Furthermore, also for the purpose of care coordination, Experian Health will alert the CCE to the patient's activity from the data sent to the eligibility clearinghouse using our MemberMatch solution. This added functionality is provided at no cost to Customer. Customer can opt out of this added functionality, without otherwise impacting Customer's right to or use of eligibility services, by sending email notice to coordination-opt-out@experianhealth.com. If it opts out, Customer will not receive information relating to CCEs in its eligibility responses.

ADDITIONAL TERMS APPLICABLE TO ELIGIBILITY VERIFICATION SERVICES

As a value-add functionality to the use of eligibility verification services, Experian Health reviews eligibility transactions against beneficiary files or roster files it hosts for certain health plans, accountable care organizations, independent physician associations, and other entities in which healthcare providers have a value-based care incentive (collectively, Coordinating Care Entities or "CCEs"). If Customer's patient is a member of a CCE for which Experian Health hosts the beneficiary file or roster file in its MemberMatch solution and if the patient has not opted out of data sharing, then the eligibility response returned to Customer will, in addition to all standard eligibility response data, indicate to Customer that the patient is attributed to that CCE and contain (1) the CCE's name, (2) CCE's contact information, and (3) instructions on how Customer may coordinate care with the CCE. Furthermore, also for the purpose of care coordination, Experian Health will alert the CCE to the patient's activity from the data sent to the eligibility clearinghouse using our MemberMatch solution. This added functionality is provided at no cost to Customer. Customer can opt out of this added functionality, without otherwise impacting Customer's right to or use of eligibility services, by sending email notice to coordination-opt-out@experianhealth.com. If it opts out, Customer will not receive information relating to CCEs in its eligibility responses.

ADDITIONAL PRODUCT TERMS APPLICABLE TO COVERAGE DISCOVERY®

PRODUCT TERMS. Experian Health will identify active coverage on the date of service ("Coverage") from an electronic file submitted by Customer ("BatchSource Coverage Discovery") or from an electronic request submitted via an on-demand platform such as eCare Next, EDI or OneSource ("On-Demand Coverage Discovery"). Coverage Discovery® shall include the proprietary payer optimization engine, the account optimization engine, and the Passport Eligibility Enriched Response data. Each unique incoming and outgoing format shall be deemed a "Configuration". The electronic file for the BatchSource version submitted by Customer must conform to the specifications provided by Experian Health. Experian Health will provide Customer with a work list indicating which accounts have Coverage in a flat file for the BatchSource version. Experian Health will provide Customer with a results queue in Customer's on demand platform, as applicable, indicating which accounts have Coverage for any on-demand version purchased by Customer. The pricing set forth herein includes a single Configuration. Should Customer wish to submit additional Configurations, additional Configurations shall be available for any version other than OneSource with a corresponding Implementation Fee of Four Thousand Dollars ($4,000) per Configuration plus the applicable Coverage Discovery® Transaction Fees as set forth herein.

PAYERS. All payers included in Coverage Discovery® are subject to approval by Experian Health and may be eliminated at any time.

DATA USE. Customer authorizes and directs Experian Health to use information contained in records received from Customer, or created or received by, Experian Health on behalf of Customer ("Customer Information") in connection with the performance of Health Care Operations and Payment (as such terms are defined in HIPAA). The Customer Information may be used to correct errors in the patient's demographic data in order to submit a complete and accurate eligibility request to the payer on behalf of Customer or on behalf of any other Experian Health customer.

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 ENCRYPTION 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 ENCRYPTION 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 CLAIMSOURCE

ELECTRONIC INTERFACES AND SYSTEM SOFTWARE. Customer is responsible for providing electronic file(s), containing data elements for UB04 and or CMS 1500 medical claims ("Claims File") for use with the system software. The Claims File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Experian Health-approved method. Additional charges shall apply for programming changes to the system software resulting from Customer changes in the format(s) of the Claims File. These charges will be billed to the Customer based on Experian Health's current hourly programming rate.

The system software may accept HIPAA-compliant remittance advice data file(s) containing data elements related to payments and adjustments for medical claims for the contracted payers. The system software may provide an output file format for transfer to accounts receivable systems. The Customer is responsible for the file transfer of remittance advice data file(s) from the Experian Health system to all other systems for the purposes of updating accounts receivable.

ADDITIONAL TERMS APPLICABLE TO PATIENT DEMOGRAPHIC VERIFICATION PRODUCTS & SERVICES

PATIENT DEMOGRAPHIC VERIFICATION SERVICES. Customer shall use reasonable measures to identify consumers and will accurately provide Experian Health with complete identifying information about the consumer inquired upon in the form specified by Experian Health. Customer acknowledges and agrees as follows: the facility must respond to audit requests within 72 hours of notification by Experian Health requiring identification of a specific end user(s); the use of the data is for reference and verification in connection with Customer's business processes, and shall be limited to required institutional risk control, insurance purposes, or the detection and prevention of fraud. Appropriate steps shall be taken to prevent the misuse of the data. All right, title and interest in and to the data under contractual, copyright, and related laws is retained by Experian Health and any applicable third-party vendors. The data shall not be reproduced, retransmitted, republished, or otherwise transferred for any commercial purpose. The data or results of the data shall not be distributed to the patient or any party acting on behalf of the patient. The data shall be used in accordance with the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.)("FCRA"); the Federal Gramm-Leach-Bliley Act, (15 U.S.C.A, Sec. 6801 et seq.)("GLB Act"); and such state and local requirements or any legislation, rules, or regulations as may be enacted or adopted after the date of this Agreement by any federal, state, or local government body. The data is being provided "AS IS," is collected from various sources, including third parties and may or may not be completely thorough and accurate.

GRAMM-LEACH BLILEY ACT

IDENTITY VERIFICATION - ACCEPTABLE USE CERTIFICATION. Customer certifies to Experian Health that Customer has determined that its use of Identity Verification is pursuant to the exception under the GLB Act, *to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.*

MEMBERSHIP PROCESS. Customer understands that, in accordance with applicable law, Experian Health must evaluate and approve Customer's right to receive Regulated Data prior to permitting Customer's access to such Regulated Data. As such, Customer agrees to complete Exhibit A, as incorporated

into the Agreement, in a timely manner. Customer acknowledges and agrees that Customer's access to any service containing Regulated Data shall be contingent upon approval of Experian Health.

ADDITIONAL TERMS APPLICABLE TO PATIENT STATEMENTS

*Patient Statement Fees			
Statement Transaction Fee	**Web PDF Viewer Fee**	**NCOA Fee**	**Postage and Shipping**
First page Statement Transaction Fee as priced above; additional pages will be billed at the rate of $0.05 each	$0.015 per statement image (front=1 image, back=1 image)	$0.08 per each address updated	Postage and shipping shall be billed as provided below.

STATEMENT DEVELOPMENT AND CUSTOM PROGRAMMING FEES. Statement Development Fees relate to the development of the statement template. The Implementation Fee includes the number of statements and templates set forth in the Product Offering Table above. Following the Amendment Effective Date, in the event Customer requires (i) the development of additional statement(s)/letter template(s); (ii) additional applications for letters, schedule itineraries, demand letters or other functions; or (iii) any custom programming, the Parties will enter into a Custom Programming Amendment that details any additional fees for the additional Products and Services.

STATEMENT TRANSACTION FEES. Statement Transaction Fees include the cost of inventory, processing of one (1) mail piece consisting of Customer's printed images and conversion of the statement to web PDF format. Statement Transaction Fees become due and payable immediately following the initial application run.

FEE INCREASE FOR PAPER PRODUCTS. Once each calendar quarter, commencing on the first day of the calendar quarter following the initial application run, Experian Health shall have the right to adjust the prices for paper products by the same percentage as the change in the Bureau of Labor Statistics Producer Price Index series ID: PCU322121322121. If this index ceases to be published, a comparable index shall be used.

RUSH CHARGES FOR INVENTORY. Rush charges are not part of the inventory prices but are in addition to such inventory prices and will be billed to Customer at the time that they occur.

ADDITIONAL DEVELOPMENT AND STATEMENT FEES. Additional fees for programming and special handling shall apply including, but not limited to the fees listed below.

Item	Charge Unit	Unit Price
Additional Programming	Per hour	$150.00
Halt/Start/Abort Run	Per event	$300.00
Special Handling-General	Per package	Pass-through from third-party print vendor
Special Handling-Manual Flats	Per package	Pass-through from third-party print vendor
Special Handling-Manual Box	Per box	Pass-through from third-party print vendor
Inserting Additional Inserts	Per item inserted	$.05

WEB PDF VIEWER FEES. Web pdf viewer fees represent the cost to load, store and provide Customer access (not patient access) to statement images using a web-based portal. Web pdf viewer fees are charged per statement image processed.

POSTAGE AND SHIPPING FEES. Postage fees are billed per statement mailing and shall be based on Customer's mailed Package's three (3) digit rates under the U.S. Postal Service mail qualification regulations for said Packages mail density and quantity if such packages qualify. Packages that do not meet the USPS standards for letter mail shall be billed at retail rates. In the event that Experian Health is able to obtain better rates (such as five (5) digit) from the applicable third-party fulfillment vendor for qualifying packages, Experian Health will pass such rates along to Customer without any mark up. In the event that changes in state or federal laws, regulations or standards (including USPS rates and/or regulations) or any third parties which provide mailing and shipping services to Experian Health on behalf of Customer, increase Experian Health's cost of mailing, then Experian Health shall increase the postage and shipping fees by the same amount, without markup, without prior notice to Customer.

POSTAGE ADVANCE ACCOUNTS. Customer is required to set up a Postage Advance Account to allow for Experian Health to draw upon such account to pay postage and shipping costs on behalf of the Customer ("Postage Advance Account"). Customer shall maintain such account with Experian Health with a balance greater than or equal to Customer's estimated one (1) month's estimated peak postage and shipping costs ("Postage Advance Account Balance"). Experian Health will invoice Customer for postage and shipping costs usage. However, Experian Health may at any time utilize the Postage Advance Account to cover any postage and shipping cost expenses. Experian Health has the right, on an annual basis, to adjust the Postage Advance Account amount based on the trailing twelve (12) months' average monthly statements volume.

Whenever the Postage Advance Account falls below the Postage Advance Account Balance, Customer will provide Experian Health with funds immediately accessible to Experian Health to restore the Postage Advance Account Balance at least twenty-four (24) hours in advance of commencement of mailing or shipping. Customer shall deposit funds by wire transfer to Experian Health's account prior to Federal Reserve Bank daily cut-off time for processing the transfer. Experian Health shall notify Customer of any adjustments to the Postage Advance Account Balance prior to the next wire transfer. In addition, if Customer does not replenish to the required amount as provided above, Experian Health may charge a late payment service of one and one-half percent (1.5%) per month, but not in excess of the lawful maximum on the past due replenishment.

In the event a wire transfer is returned for non-payment, Experian Health shall notify Customer and shall have the right to stop mailing statements. Experian Health will resume mailing after Customer has deposited funds by wire transfer to Experian Health's account prior to Federal Reserve Bank daily cut-off time for processing the transfer.

USPS MOVE UPDATE REQUIREMENTS. Customer is responsible for meeting USPS Move Update Requirements. To meet the USPS Move Update Requirements (and qualify for presorted prices), each address and associated occupant name used on the mail piece must be updated within 95 days before the mailing date. Experian Health will provide a report containing addresses standardized and validated along with a new address (when available) for addressees who matched the USPS NCOALink™ database and it is Customer's responsibility to update its data with the required information. Experian Health shall not be liable for any increased postage or other damages that result from Customer's failure to comply with the Move Update Requirements.

CHANGES TO FILE FORMAT. Experian Health and Customer will initially agree upon the statement template, envelope, data file format; electronic data transmission protocol, if applicable and cut-off dates. Once the data file format, protocol and cutoff dates are agreed upon, changes must be by written notification to Experian Health and must adhere to the following schedule:

Change Submission Schedule	
Forms Printing:	Artwork approval 90 days prior to live use
Envelope Printing:	Artwork approval 90 days prior to live use
Insert Printing:	Artwork approval 30 days prior to live use
Electronic Forms:	Format approval 30 days prior to live use
Data or Print File Format:	120 days prior written notification
Data Transmission Protocol:	Mutually agreed
Insert Plan Setup:	30 days prior written notification

In the event that Customer makes a change to its data file format without notifying Experian Health in advance as provided herein and such change results in a disruption of processing, Customer will be charged a minimum of four hours programming time to cover Experian Health's costs of implementing a correction to enable processing to continue. Should the estimated time needed to implement a correction be greater than four hours, Experian Health will notify Customer and Customer will have the option of: (i) authorizing Experian Health to effect the necessary corrections or (ii) re-transmitting the data. Customer will be responsible for all processing charges incurred prior to the disruption the scheduled processing. All programming shall be billed at Experian Health's then-current statements custom programming hourly rate.

PENALTIES FOR DATA TRANSMISSION BEFORE A FINAL ACCURACY CHECK. Customer may, at its option, transmit Customer data before Customer has made a final accuracy check. Should retransmissions be necessary or a release be issued that is later rescinded, Customer shall pay Experian Health for any work performed prior to rescission. In addition, should Customer's packages already have been released to delivery carrier when the rescission was issued, Customer shall pay any incurred postage.

LIMITATION OF LIABILITY. Notwithstanding anything contained in the Agreement to the contrary, Experian Health shall not be liable to Customer for any damages resulting from acts of the third-party print mail vendor.

VI.   MISCELLANEOUS

AUDIT. Experian Health will have the right to audit Customer's and its approved agents' use of the Services to assure compliance with the terms of the Agreement, upon 30 days' prior written notice to Customer. Customer will be responsible for assuring reasonable cooperation with Experian Health in connection with such audits and will provide to Experian Health, or obtain for Experian Health, access to such properties, records and personnel as Experian Health may reasonably require for such purpose. Notwithstanding the foregoing, if Experian Health reasonably believes that Customer has violated Experian Health's data security requirements, Experian Health may, with reasonable advance written notice to Customer and at Experian Health's sole expense, conduct, or have a third party conduct on its behalf, an audit of Customer's network security systems, facilities, practices and procedures to the extent Experian Health reasonably deems necessary in order to evaluate Customer's compliance with such data security requirements.

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

STATEMENT OF WORK. The Statement of Work ("SOW") for the products in Section II above and attached hereto as Schedule B is incorporated herein by reference and made a part of this Agreement.

TERM OF AGREEMENT AND RENEWAL. Experian Health reserves the right to rescind the fee structure and terms if this Agreement is not executed within 45 days of the date the Agreement was submitted to Customer. This Agreement shall continue for a term of sixty (60) months from the Effective Date ("Initial Term"). This Agreement may be renewed only in a writing signed by the Parties ("Renewal Term"). This Agreement may be terminated by either Party effective at the end of the Initial Term or at the end of any Renewal Term (if applicable) with a ninety (90) day written termination notice.

This Agreement 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.

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

EXPERIAN HEALTH, INC.	**COUNTY OF SAN BERNARDINO ON BEHALF OF ITS ARROWHEAD REGIONAL MEDICAL CENTER**
Signed By:	**Signed By:**
	Curt Hagman
Print Name: Jeff Corley	**Print Name:**
Title: Senior Director - Operations	**Title:** Chairman, Board of Supervisors
Date: 10/15/19	**Date:** NOV 05 2019

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
                              Deputy

PRIMARY FACILITY INFORMATION

Name: Arrowhead Regional Medical Center

Address: 400 N. Pepper Ave., Colton, CA 92324

NPI #:

Tax ID#:

Tax Exempt: County is exempt from Federal excise taxes. No certificate of exemption is provided for this.
(If yes, please attach a copy of your certificate of exemption.)

Facility Main Phone Number:

Company Website: http://www.arrowheadmedcenter.org

Type of Ownership: Government

Years in Business: 206

CONTACT INFORMATION

Product Admin./Superuser

Contact: Joy Davis

Phone: 909-777-0729

Email: davisjoyf@armc.sbcounty.gov

Enrollment/Implementation

Contact: Joy Davis

Phone: 909-777-0729

Email: davisjoyf@armc.sbcounty.gov

Billing

Contact: Joy Davis

Phone: 909-777-0729

Email: davisjoyf@armc.sbcounty.gov

Training

Contact: Joy Davis

Phone: 909-777-0729

Email: davisjoyf@armc.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:

I. SCOPE, TERMINATION AND SURVIVAL.

1.1 **Scope.** The Terms and Conditions contained herein shall apply to the Master Customer Agreement between Customer and Experian Health ("Experian Health") ("Agreement") and all addendums and amendments to the Agreement and all quotations and offers. These Terms and Conditions apply in lieu of any course of dealings between the parties or usage of trade in the industry. Acceptance of the Agreement is conditioned on Customer's acceptance of the Terms and Conditions, irrespective of whether the Customer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment for Products and Services ordered hereunder. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement.

1.2 **Termination.** This Agreement may be terminated as follows:

A. **For Cause.**

- **Breach.** In the event of a material breach of any term, condition, obligation or covenant under this Agreement, other than the obligation to pay the fees, the non-breaching Party shall give the breaching Party written notice describing the breach. The Party receiving the notice shall have thirty (30) days (the "Cure Period") in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement upon written notice to the breaching Party stating the effective date of termination. This remedy shall be in addition to any other remedy available at law or in equity.
- **Non-payment.** Customer is fully responsible for the payments of any charges not disputed in accordance with Section 2.2 ("Undisputed Fees") for the period during which Products and Services are provided. If Customer fails to pay Undisputed Fees when due, Experian Health reserves the right to suspend the Products and Services without further notice to Customer. Additionally, if Customer fails to pay Undisputed Fees when due, Experian Health may terminate the Agreement immediately without notice to Customer.
- Furthermore, either Party shall have the right to terminate the Agreement immediately upon written notice to the other Party if either Party or its direct or indirect parent company (i) ceases to conduct its business in the ordinary course, (ii) becomes legally insolvent, suffers or permits the appointment of a receiver for its business or assets or (iii) avails itself to or becomes subject to any proceeding under any bankruptcy, insolvency or debtor's relief law of any applicable jurisdiction.
- **Change in Circumstance.** Experian Health shall have the right to terminate the Agreement and/or any Product or Service offered hereunder upon reasonable advance notice if Experian Health is no longer offering or providing support for such particular Product or Service.
- **Calculation of Early Termination Charges.** If Customer terminates this Agreement other than for cause prior to the end of the applicable term, Customer will pay an early termination fee, which represents Experian Health's reasonable liquidated damages and not a penalty, in a lump sum equal to the remaining contractually committed fees, including any unbilled or unpaid fees, for the remainder of the then-current term.

1.3 **Survival.** Those provisions of this Agreement that, by their nature, are intended to survive termination or expiration of this Agreement will remain in force and effect, including without limitation Sections 2.5, 8, 9, 10, 24, 25 and 26.

II. BILLING AND PAYMENT TERMS.

2.1 **Fees:** Customer agrees to pay all fees (including without limitation, monthly fees, implementation fees, license fees, subscription fees and transaction fees), for the Products and Services as set forth in the Agreement.

2.2 **Billing:** Customer agrees that payment is due net forty-five (45) days from the date of invoice. In the event any dispute arises involving any of the items contained on Experian Health's invoice, Customer agrees to notify Experian Health of said dispute within fifteen (15) days of receipt of the invoice in question but will not withhold payment on undisputed charges.

2.3 **Fee Increases:** Notwithstanding any other provision of this Agreement to the contrary, Experian Health shall have the right to increase or modify the fees, other charges and financial terms of the Agreement. Experian Health agrees that any such increase will not exceed the lesser of (i) the Consumer Price Index for All Urban Consumers, Medical Sector for the calendar year preceding the date of the increase as stated at http://www.stats.bls.gov/cpi or (ii) four percent (4%). Notwithstanding any other provision of this Agreement to the contrary, Experian Health shall have the right to at any time without prior notice to pass through any 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.

2.4 **Late Payment:** If Customer fails to make payment with respect to any invoice by its due date such invoice shall be deemed delinquent and a finance charge equal to 1.5% per month (totaling 18% per year), or the maximum rate permitted by applicable law, if less, of all outstanding balances shall be payable for each month, or portion thereof, during which the delinquency remains outstanding. Customer agrees to pay promptly all costs and expenses, including but not limited to reasonable attorneys' fees and costs of settlement incurred by Experian Health to collect any outstanding balances due hereunder.

2.5 **Taxes:** Unless Customer provides Experian Health proof of exemption from taxation, Customer shall be responsible for any taxes imposed by federal, state, local or regulatory authority, taxes payable as a matter of law with respect to Customer's purchase of the Products and Services whether such tax is imposed now or later by the applicable authority, including but not limited to assessments, personal property, ad valorem, excise, telecommunications and sales and use. Customer shall not be responsible for other taxes, including federal or state income or similar taxes, based on Experian Health's income or assets, unemployment compensation, worker's compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act or other taxes, costs, or expenses incurred by Experian Health in providing the Products and Services. Experian Health shall calculate the taxes payable by Customer and include those taxes on the invoices delivered to Customer. Customer will promptly pay, and indemnify Experian Health against, all such taxes and duties, unless Customer provides Experian Health satisfactory evidence of an applicable tax exemption prior to the Effective Date.

2.6 **Multi-Facility Installation.** Implementation fees shall apply as provided in the Agreement. Implementation fees cover initial installation of the applicable Products and Services at the facilities and/or locations listed on Exhibit A attached hereto. Customer hereby acknowledges and agrees that any additional facilities, locations and/or affiliate organizations shall execute an addendum or amendment to this Agreement and additional implementation fees may apply.

III. LICENSED RIGHTS

3.1 **Grant:** Subject to the terms and conditions of this Agreement, and for so long as Customer is not in breach of the terms and conditions, Experian Health grants the Customer a limited, nonexclusive, non-assignable, and non-transferable license to use the Products and Services identified in the Agreement for the locations specified in the Agreement for Customer's internal data processing, report and claim generation and conveyance for the Initial Term or Renewal Term, as applicable ("License Term"). The License Term will remain in effect until the Agreement is terminated. These license grants also apply to any user documentation provided by Experian Health ("Documentation").

3.2 **Limitation:** The Customer may not: (1) reverse engineer the Products; (2) use the Products to provide time-sharing or service-bureau services, either for profit or not, except as stated above; (3) allow third-parties to access or use the Products or Test Data ("Test Data" shall refer to any data to which Customer has access through Experian Health's test databases); (4) give copies of the Products or Test Data to any other party including parent or sister company(ies), subsidiaries, or contractors; and (5) reproduce the Products, Test Data, or user Documentation except as stated above. Customer will not copy or modify the Products except as expressly permitted in this Agreement. Customer will not alter any trademark, copyright notice, or other proprietary notice on the Products or Documentation, and will duplicate each such trademark or notice on each copy of the Products and Documentation. All Products used to provide the Services and all Test Data are herein identified as proprietary to Experian Health, its licensors or vendors as applicable, and may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. All copies and partial copies of the Products and Test Data will remain the property of Experian Health.

3.3 **Changes to Services:** Experian Health reserves the right at any time to (i) change, add, or modify any Product or Service or the manner in which such Product or Service is delivered or (ii) withdraw any Product or Service.

IV. SYSTEM REQUIREMENTS. Customer acknowledges and agrees that certain Products require high speed Internet connectivity and personal computers capable of running Microsoft Internet Explorer (9.0 or higher) ("System Requirements"), which System Requirements Experian Health may change from time to time upon notice through its website, and that the procurement and maintenance of such System Requirements are the responsibility of the Customer.

V. DATA

5.1 **ID(s) and Passwords.** Upon execution of this Agreement, Experian Health will assign unique logon ID(s) and passwords(s) ("Account Data") to Customer to allow Experian Health to authenticate user identity and transmit data electronically. Experian Health shall retain title to the Account Data, and reserves the right to change any Account Data at any time, for any reason. Customer agrees to i) keep confidential and not to disclose any Account Data to third parties, and ii) use only Account Data that was issued to Customer by Experian Health. Customer assumes full responsibility for selection and use of any Account Data as may be permitted or required by any Product. Customer shall be responsible to ensure that each user granted access to Account Data: (i) is fully aware of all of its obligations under this Agreement (ii) maintains the secrecy and security of the Account Data assigned to such user and iii) does not disclose Account Data to any other party. Customer shall be responsible for any use or access of the Products through its Account Data, whether such access was authorized or not. The use of the Account Data assigned to any user shall be deemed to constitute the acts of such person, and Experian Health shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Products by means of such Account Data. Customer agrees that terminated users will be immediately removed from Customer's system, including but not limited to removal from access through the single log-in. Experian Health is responsible for obtaining, disseminating, and using beneficiary's data according to HIPAA and CMS guidelines. Experian Health agrees that the password is hidden from the user by the single-login solution and that a password-expiration policy is in place and electronically enforced with a 90-day or less expiration timeframe. Experian Health agrees at all times to ensure sufficient security measures to associate each Experian Health transaction with a specific user. If Customer accesses Experian Health via a single log-in solution, Customer shall have the ability to associate each transaction to a particular end-user. Upon request by Experian Health or any payer, governmental or commercial, Customer agrees to provide the name and NPI number of any end-user associated with any

transaction and any other details, as requested. If Customer violates any provision of this Section 5.1 and/or other CMS data privacy and security rules Experian Health may, in its sole discretion, immediately revoke access to the data it sends data. Experian Health reserves the right to periodically audit, but no more than once per month, Customer's ability to associate each transaction to a particular end-user.

5.2 **Data Authority.** The state or federal government, commercial payer and/or various data source's records are the final authority on eligibility, benefits, claims or other patient data. The data Customer and Experian Health may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts.

5.3 **Non-Guarantee of Reimbursement.** Experian Health does not warrant the accuracy or completeness of the data it sends to Customer as it is returned directly from a payer or data source. Acceptance by Customer of the data Experian Health sends electronically does not constitute guarantee of reimbursement. Experian Health exercises no control whatsoever over any third-party content, data and information entered into or displayed by the Products or any third-party content, data and information passing to/from Customer via the Products. Customer's use of any third-party content, data and information obtained via the Products is at Customer's own risk and Experian Health specifically disclaims any warranty or responsibility for the accuracy or quality of third-party content, data and information obtained or provided through such use. Experian Health shall have no responsibility or liability with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any other payer-submitted information. Information submitted by a payer through Experian Health is no guarantee of payment and does not constitute a promise to pay; eligibility information is subject to change, and waiting periods may apply. Experian Health does not warrant the accuracy or completeness of Test Data.

5.4 **Medicaid Eligibility.** Medicaid eligibility information is restricted to an approved Medicaid provider having a valid Medicaid provider number for the sole purpose of verification of Medicaid eligibility status and data for Medicaid recipients requiring medical service(s). The Medicaid providers have the ability to contract for Medicaid eligibility verification without regard to other network services available from the contractor. Medicaid eligibility and other verification information may be available from the state via telephone or personal computer dial-up at no cost. Medicaid eligibility and other verification information in the state of Georgia may be available from the state of Georgia via telephone or personal computer dial-up at no cost.

VI. SYSTEM TESTING. Experian Health reserves the right to process test system inquiries on Customer's behalf in order to monitor service performance and quality assurance, but Customer shall not be responsible for any fees associated with such monitoring.

VII. DATA RETENTION. Experian Health stores response data within Experian Health OneSource® for up to seven (7) days and within Experian Health BatchSource® and Experian Health IntelliSource® for up to three (3) months, provided, however, in no event shall Medicare data be stored online in excess of thirty (30) days. Experian Health shall have no liability or responsibility to deliver stored data to Customer.

VIII. PROPRIETARY RIGHTS AND CONFIDENTIALITY. Customer, and on behalf of its employees, agents, vendors and clients, recognizes, acknowledges, and hereby agrees that Experian Health and its licensors and vendors, as applicable, retain a proprietary interest in the Products and Services provided hereunder, including Test Data, and also to any and all copies, versions and derivative works of the same. Customer, and on behalf of its employees, agents, vendors and clients, shall not use or disclose the Products and Services, Test Data, or any equipment, provided hereunder except for purposes consistent with this Agreement. To the extent that Experian Health's employees or agents obtain access to Customer's proprietary information (i.e., a patient's Protected Health Information), Experian Health shall use the information for the sole purpose of providing the Products and Services offered under this Agreement. Experian Health shall not disclose such proprietary information to any third party except where the third party is contractually obligated to Experian Health to facilitate the delivery of Products and Services. Customer acknowledges that Experian Health has no obligation to disclose any of its payer edits to Customer and that Experian Health retains a proprietary interest in any payer edits provided hereunder. Customer also acknowledges and agrees that certain payers, fiscal intermediaries, government entities, and other third-party information suppliers may require compliance with obligations involving confidentiality, liability, and scope of use, as a condition of accessing their information. In the event such compliance obligations are directed to Experian Health then Experian Health will convey such written obligations to Customer as a requirement to access data. Customer agrees that if it has access to Test Data, then Customer will treat the Test Data with the same standard of care, which shall be no less than a reasonable degree of care, as Customer normally uses to protect its own confidential or proprietary information to avoid disclosure of such data to third parties. Customer further acknowledges that in order to facilitate the performance of this Agreement and the relationship between the Parties, Experian Health may disclose to Customer other "Confidential Information," including without limitation, software (source code and object code), hardware, designs, inventions, ideas, applications, data, trade secrets, processes, techniques, work in process, "know-how," product plans, consulting materials, company plans, business policies and financial information, all derivative improvements and enhancements to any of the above, and information of third parties as to which Experian Health has an obligation of confidentiality. Customer agrees that it shall not use such Confidential Information except for purposes consistent with this Agreement, and will not disclose such Confidential Information to any third party without the prior written consent of Experian Health. This entire section shall survive the termination of this Agreement and Customer's obligations of confidentiality as to trade secrets shall survive until such trade secret is no longer deemed a trade secret under law. This Agreement is subject to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"). All information, including detailed price and cost information, is public information. If Experian Health believes that any portion of this Agreement (including any attachments, amendments, SOWs. and SLAs), materials, or work product provided to Customer is exempt from public disclosure, Experian Health must clearly mark that portion "Confidential" or "Proprietary". Experian Health also must include a brief description that sets out the reasons for exemption from disclosure. Customer will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Experian Health represents that it has a good faith belief that such portions are exempt from disclosure under the Regulations and agrees to reimburse Customer for, and to indemnify, defend, and hold harmless Customer, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature arising from or relating to Customer's non-disclosure of any such information. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

IX. WARRANTIES, REMEDIES, INDEMNITIES AND LIABILITIES. Experian Health warrants that it has the authority to provide the Products and Services to Customer under this Agreement, and as of the Effective Date and to the best of Experian Health's knowledge, the use of the Products and Services by Customer in accordance with the terms of this Agreement shall not infringe upon the United States patent, trademark or copyrights of any third party. Customer's sole and exclusive remedy and Experian Health's sole and exclusive liability in the event of a breach of the foregoing representation or warranty is the indemnification set forth in Section 10 below. Experian Health warrants that the Products will perform in all material respects in accordance with the functional specifications set forth in the Documentation. In the event of a breach of the foregoing warranty, Experian Health shall use commercially reasonable efforts to repair or replace the affected Product. Such effort shall be Customer's sole and exclusive remedy and Experian Health's sole and exclusive liability in the event of a breach of the foregoing warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES AND PRODUCTS, INCLUDING TEST DATA, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY EXPERIAN HEALTH, IT IS AGREED THAT IN NO EVENT WILL EXPERIAN HEALTH BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY EXPERIAN HEALTH'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG-DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF EXPERIAN HEALTH. ACCORDINGLY, EXPERIAN HEALTH ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. Each party shall indemnify and hold the other party harmless from any and all losses and liability for damages, including court costs and reasonable attorney fees, sustained by the other party to the extent such losses and liabilities arise out of the negligent acts or omissions of the indemnifying party. The remedies set forth in this agreement constitute the sole and exclusive remedies for the Parties at law and in equity. Each party's maximum liability for the damages to the other Party, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of: (1) One Million Dollars (US $1,000,000.00) or (2) the damages incurred. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, SUPPLIERS AND/OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF EQUIPMENT OR PROGRAMMING OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The obligations under this section shall survive termination of this Agreement.

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X. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Experian Health will indemnify, defend and hold harmless Customer from any action or other proceeding brought against Customer to the extent that it is based on a claim that the use of the Products or Services delivered under this Agreement infringes any U.S. copyright or U.S. patent of a third party; provided that Customer gives Experian Health immediate notice in writing of a complaint, gives Experian Health sole authority to defend the same and gives Experian Health all available information assistance and authority in connection therewith. Experian Health will have control of the defense of such proceeding including appeals and of all negotiations for, including the right to effect the settlement or compromise thereof. In the event of such a complaint or if in Experian Health's reasonable opinion such a complaint is likely to be successfully made, Experian Health shall, at its option and expense, to the extent necessarily to provide substantially equivalent and compatible Product and/or Service, procure for Customer the right to continue using the Product and/or Service, replace the same with non-infringing Product and/or Service, or modify the same so that it becomes non-infringing and conforms in all material respects. In the event that the infringing Product and/or Service cannot be replaced or modified as set forth herein in a commercially reasonable manner, Experian Health may discontinue the Product and/or Service, or that portion of the Product and/or Service, and the access granted hereunder will terminate. Experian Health will not have any liability to Customer if any such infringement, or complaint thereof, is based upon or arises out of (a) non-compliance with the design, plans or specifications furnished by or on behalf of Experian Health or the Documentation or this Agreement; (b) the use of the Product and/or Service in a manner for which the same was neither designated nor contemplated; (c) modifications made to the Products or Services by or on behalf of Customer; or (d) the claimed infringement of any patent in which Customer or any subsidiary or affiliate of Customer has any direct or indirect interest, by license or otherwise; or (e) if such claim or infringement or complaint arises out of the actions of or is brought by a non-practicing entity or other such "patent troll.". THE FOREGOING ARE EXPERIAN HEALTH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.

XI. **INSURANCE.** Customer is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement. During the term of this Agreement, Experian shall maintain insurance in the amounts and under the terms as set forth in Attachment A.

XII. **BINDING EFFECT; NO ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, whether by merger, consolidation or otherwise. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto; however, Experian Health may collaterally assign its rights under this Agreement to one or more lenders providing debt financing to Experian Health and Experian Health may assign this Agreement to a successor entity in the event of a sale of all or substantially all of its assets without notice to or consent of Customer, provided that Experian Health provides Customer with ten (10) days' prior written notice of such assignment and Customer has the right to terminate this Agreement, if required by applicable law.

XIII. **FORCE MAJEURE.** Experian Health shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third-party's failure to provide Experian Health with the data necessary for complete and proper transmission of the Services. Experian Health will not be liable to Customer for any failure or delay caused by any cause beyond the reasonable control of Experian Health, including but not limited to acts of God, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, internet outages, accidents, or strikes, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this Agreement.

XIV. **NOTICES.** Any notices or communications required by this Agreement must be provided in writing and signed by an authorized representative of the notifying Party and delivered by United States mail or courier service, telefacsimile or electronic mail to such Party's address as set forth below. Notice shall be deemed effective when delivered.

To Experian Health: Contract & Setup
720 Cool Springs Blvd., Suite 200
Franklin, Tennessee 37067
Fax: 877-442-2150
Email: contract&setup@passporthealth.com

To Customer: [Address & Contact Information as listed on Customer Agreement Exhibit A]

XV. **COMPLIANCE WITH LAWS.**
    15.1 **Applicable Laws.** Each Party represents and warrants that it shall comply with all applicable local, state and national laws and regulations pertaining to its performance and obligations under the Agreement. A Party's failure to comply with any applicable law or regulations shall constitute a material breach of this Agreement.
    15.2 **Participation in Federally Funded Healthcare Programs.** Experian Health warrants that neither it nor any of its employees assigned to perform material Services under this Agreement have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a federal health care program. Experian Health will notify Customer if Experian Health becomes aware that it or any of its employees assigned to perform material Services under this Agreement have been excluded or is otherwise ineligible for participation in a federal health care program.
    15.3 **Affirmative Action and Nondiscrimination.** Experian Health warrants that it will not discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran as required for compliance with federal and state law.
    15.4 **Books and Records.** Experian Health shall allow the Secretary of the Department of Health and Human Services and the Comptroller General, or their duly authorized representatives, access upon written request to this Agreement and to the books, documents and records of Experian Health that are necessary to verify the nature and extent of costs of Services furnished under this Agreement. Experian Health also agrees that if either Experian Health or any entity under common control or ownership as Experian Health carry out any duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after the Services are furnished under this Agreement.
    15.5 **Business Associate Agreement.** The Parties shall enter into a Business Associate Agreement.

XVI. **RELATIONSHIP OF PARTIES.** Experian Health and Customer are separate and independent entities. Both Parties are acting as independent contractors and none of the provisions of this Agreement is intended to create any partnership or joint venture.

XVII. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVIII. **TITLES AND CAPTIONS.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

XIX. **TRADE SECRETS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon Customer, any rights under any trade secrets, or know how of Experian Health and no such rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement.

XX. **PRESUMPTION.** This Agreement or any section thereof shall not be construed against any Party due to the fact that this Agreement or any section thereof was drafted by said Party.

XXI. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be of full force and effect.

XXII. **FURTHER ACTION.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement and Amendments and Addendums, as applicable.

XXIII. **PARTIES IN INTEREST.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

XXIV. **CHOICE OF LAW.** This Agreement and all disputes will be governed by and construed in accordance with the laws of the state of California without regard to its conflict of law provisions. Exclusive venue and jurisdiction for any litigation arising out of this Agreement shall be subject to the local, state or federal courts in San Bernardino County, California.

XXV. **DISPUTE RESOLUTION.** No action regardless of form, arising out of this Agreement, may be brought by either Party hereto more than twelve (12) months after the event giving rise to the cause of action.

XXVI. **ENTIRE AGREEMENT; AMENDMENTS.** The Agreement and the Terms and Conditions together with any attachments, exhibits and other information, whether physically attached, incorporated by reference or referenced to a website contain the complete and exclusive understanding between the Parties regarding the subject matter herein and supersede any prior or contemporaneous agreements, oral or written. No provision of the Agreement shall be modified or amended except in a writing signed by the Parties.

XXVII. **WAIVER.** Failure to exercise or enforce any right under this Agreement will not act as a waiver of such rights.

XXVIII. **COLLABORATION WITH EXPERIAN HEALTH MARKETING:** Customer shall i) Participate in the marketing reference program with potential Experian Health customers via telephone and onsite meetings (no more frequently than twice per calendar month); ii) Collaborate with Experian Health Marketing team on press releases to promote new product adoption, and collaborate on product webinars, articles, case studies and potential conference speaking proposals/presentations to illustrate functionality, customer service and return on investment ("ROI").

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Experian agrees to provide insurance set forth in accordance with the requirements herein. If Experian uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Experian agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity and limitation of liability provisions provided in the Agreement, Experian shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

i.   Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the State where the work is performed, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Experian and all risks to such persons under this contract. If Experian has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management.

ii.   Commercial/General Liability Insurance – Experian shall carry General Liability Insurance covering all operations performed by or on behalf of Experian providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
      a.   Premises operations.
      b.   Products and completed operations.
      c.   Broad form property damage (including completed operations).
      d.   Personal injury.
      e.   Contractual liability.
      f. $2,000,000 general aggregate limit.

iii. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

iv.   Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements herein this Attachment A. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v.   Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

vi.   **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties. This coverage may be included in the professional liability policy.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

Additional Insured –The General Liability and Auto Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – Experian shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Experian and Experian's employees or agents from waiving the right of subrogation prior to a loss or claim. Experian hereby waives all rights of subrogation against Customer.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.

Severability of Interests – Experian agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Experian and Customer or between Customer and any other insured or additional insured under the policy.

Proof of Coverage –Experian shall furnish Certificates of Insurance to Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Such insurance shall not be terminated or non-renewed without thirty (30) days

written notice to the Department, and Experian shall maintain such insurance from the time Experian commences performance of services hereunder until the completion of such services. Upon commencement of this Agreement, Experian shall provide the required endorsements to Customer. Experian shall furnish a copy of the Declaration page for all applicable policies within 15 days of Customer's request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State where the work is performed and with a minimum "Best" Insurance Guide rating of "A- VII", or an equivalent rating with a similar rating agency.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions under Experian's policies shall be the sole responsibility of Experian.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, and Experian has not cured this violation within thirty (30) days then Customer has the right but not the obligation or duty to cancel the contract if it deems necessary.

Insurance Review – Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk provided that Experian agrees to the changes.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract in a writing signed by both parties.

Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of Customer.

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA") is made part of the agreement between Experian Health, Inc. ("Experian Health") and Arrowhead Regional Medical Center ("Customer," and together with Experian Health, the "Parties"), pursuant to which Experian Health provides certain products and services (the "Products and Services") to Customer (the "Agreement"), and will be effective upon the Effective Date, as defined in the Agreement.

WHEREAS, Customer will provide patient health and financial information to Experian Health under the Agreement; and

WHEREAS, Customer and Experian Health wish to amend the Agreement to comply with the requirements of the HIPAA Rules (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

1. **DEFINITIONS.** The below terms shall have the meaning indicated when capitalized and used in this BAA. Customer and Experian Health understand that unless otherwise provided in this BAA, capitalized terms have the same meanings as set forth in the HIPAA Rules.

   1.1 **Designated Record Set** shall mean "designated record set" as such terms is defined in 45 CFR 164.501, which is stored on the system operated and maintained by Experian Health under the Agreement or otherwise in the possession of Experian Health or its subcontractors.

   1.2 **De-Identified Data** means protected health information that has been de-identified in accordance with 45 CFR 164.514.

   1.3 **Electronic Protected Health Information** or "ePHI" shall mean PHI that is maintained or transmitted by Electronic Media.

   1.4 **HIPAA** means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through 42 U.S.C. §1320d-8.

   1.5 **HITECH Act** means the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and any applicable regulations promulgated thereunder.

   1.6 **HIPAA Rules** mean the Privacy Rule, Security Rule, Transaction Rule and applicable amendments by the HITECH Act.

   1.7 **Individual** shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

   1.8 **Privacy Rule** shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

   1.9 **Protected Health Information** or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 160.103, limited to the information created or received by Experian Health from or on behalf of Customer. All references to PHI herein shall be construed to include ePHI.

   1.10 **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

   1.11 **Security Rule** means the Security Standards for the Protection of ePHI contained in 45 CFR 160, 162 and 164, as amended.

   1.12 **Successful Security Incident** means a Security Incident that results in unauthorized access, use, disclosure, modification or destruction of ePHI.

   1.13 **Transaction Rule** means the regulations contained in 45 CFR 160 and 162, as amended.

   1.14 **Unsuccessful Security Incident** means activities, including but not limited to, pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of ePHI.

2. **HIPAA COMPLIANCE.** Experian Health agrees to comply with the following:

   2.1 **Use of Protected Health Information:** Experian Health shall not use any PHI other than as permitted by this BAA and: (i) as required to perform Experian Health's obligations under the Agreement, (ii) as required for Experian Health's proper management and administration or (iii) as permitted or Required by Law, including, without limitation, the requirements of the HIPAA Rules.

   2.2 **Obligations and Activities:**

      2.2.1 **Appropriate Safeguards.** Experian Health shall use appropriate safeguards to prevent the use or disclosure of PHI, other than as permitted by the Agreement or this BAA and will comply, where applicable, with the requirements of the Security Rule.

      2.2.2 **Experian Health's Agents.** Experian Health agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Experian Health on behalf of Customer, agrees to the same or substantially similar restrictions and conditions that apply to Experian Health under this BAA.

2.2.3 **Data Aggregation Services.** Experian Health may use PHI to provide Data Aggregation Services as permitted by the HIPAA Rules.

2.2.4 **De-Identified Data.** Experian Health may use De-Identified Data for any purpose.

2.2.5 **Reporting to Customer.** Experian Health shall report to Customer, within the time period required by the HIPAA Rules and applicable state law, any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including all breaches of Unsecured PHI.

2.3 **Disclosures of Protected Health Information:**

2.3.1 **Disclosure to Workforce.** Experian Health may disclose PHI to members of its "Workforce" (as such terms is defined under HIPAA at 45 CFR 160.103, as amended), solely for the purposes of performing its obligations under the Agreement, this BAA, and as necessary for Experian Health's proper management and administration.

2.3.2 **Disclosure to Subcontractors.** If Experian Health carries out any of its duties under the Agreement through a subcontractor whose duties, by their nature, involve use, custody, disclosure, or creation of, or afford access to, PHI, there shall be a written contract for such work and the contract shall contain substantially the same restrictions and conditions that apply to Experian Health as a business associate under the HIPAA Rules.

2.3.3 **Disclosure to Third Parties.** Experian Health shall not disclose PHI to any other person or entity except as provided herein, as permitted by the Agreement, as permitted or Required by Law, or as approved by Customer.

2.4 **Access to Protected Health Information and Designated Record Sets.** If Customer does not already have in its possession a patient's PHI in a Designated Record Set, Experian Health shall provide copies to Customer of all or a portion of the PHI in the Designated Record Set then in Experian Health's possession without unreasonable delay following receipt of Customer's written request in order for Customer to: (a) make the PHI in the Designated Record Set available in accordance with 45 CFR Part 164.524 and (b) amend the PHI in the Designated Record Set in accordance with 45 CFR Part 164.526. If an Individual requests access to, or an amendment of, the PHI in a Designated Record Set such request shall be the responsibility of Customer. Experian Health may charge Customer additional fees for any requests made under this Section 2.4.

2.5 **Accounting of Disclosures.** Upon written notice by Customer to Experian Health that it has received a request for an accounting of disclosures of PHI regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Experian Health shall make available, without unreasonable delay, to Customer such information then in Experian Health's possession, custody or control (including such information, if any, in the possession, custody or control of Experian Health's subcontractors) that is required for Customer to make the accounting required by 45 CFR Section 164.528. Experian Health may charge Customer additional fees for any requests made under this Section 2.5.

2.6 **Security Rule.** Experian Health shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that Experian Health creates, receives, maintains or transmits on behalf of Customer as more fully set forth in the Experian Health OneSource Security Guide and policies published on Experian Health's website. Experian Health shall report to Customer any Successful Security Incident involving Customer's ePHI of which it becomes aware to the extent required by HIPAA Rules and as set forth at Section 2.10 below. To the extent required by the HITECH Act, Experian Health shall implement the safeguards, policies, procedures and documentation required by 45 CFR 164.308, 164.310, 164.312 and 164.316.

2.7 **Disclosure to U.S. Department of Health and Human Services.** To the extent required by the Privacy Rule, Experian Health shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary to the extent required for determining Customer's compliance with the HIPAA Rules. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by Experian Health by virtue of this Section.

2.8 **Retention of PHI; Return/Destruction of PHI.** Upon termination or expiration of the Agreement, Experian Health and its subcontractors shall, if commercially feasible, return or certify as destroyed all of Customer's PHI (excluding any archival copies) that Experian Health has in its possession, if any. If such return or destruction is not commercially feasible, as determined by Experian Health in its sole discretion, the Parties agree that the requirements of this BAA shall survive termination of the Agreement and that Experian Health shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such PHI infeasible. This Section 2.8 shall survive the termination or expiration of this BAA.

2.9 **Transaction Rule.** Experian Health and Customer acknowledge that nothing in the Agreement or this BAA is intended to modify or violate the requirements contained in 45 CFR Part 162.915, as amended from time to time.

2.10 **Security Incidents.** If Experian Health becomes aware of any Successful Security Incidents, Experian Health shall report the same in writing to Customer within 15 business days of such Successful Security Incident. The parties acknowledge and agree that this Section 2.10 constitutes notice by Experian Health to Customer of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice shall be required.

2.11 **Duty to Mitigate.** Experian Health and Customer agree to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effects that become known to either Party related to the use or disclosure of PHI not provided for in this BAA.

2.12 **Data Breach.** If Experian Health discovers, as determined in accordance with 45 C.F.R. § 164.410, that a Breach of Unsecured PHI of Customer has occurred or may have occurred, Experian Health shall notify Customer of the identification of each Individual who has been or is reasonably believed to have been affected by the Breach, along with any other information that Customer as a Covered Entity will be required to include its notification of the Individual under the HITECH Act and its implementing regulations, to the extent known or reasonably available to Experian Health.

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3. **PROHIBITED USES AND DISCLOSURES.**

    3.1   **Fundraising & Marketing.** Experian Health shall not use or disclose PHI for fundraising or Marketing purposes unless permitted by the HIPAA Rules and the Agreement.

    3.2   **Restrictions.** Customer shall not request, and Experian Health shall not disclose, PHI to a health plan for payment or Health Care Operations purposes if the Individual has requested this special restriction, and Customer has informed Experian Health in writing of this request, and the Individual has paid out of pocket in full for the health care item or service to which the PHI solely relates, as required by 45 C.F.R. 164.522.

    3.3   **Remuneration.** Experian Health shall not directly or indirectly receive remuneration in exchange for PHI, unless Experian Health obtains a valid authorization from the Individual including specifications of whether the PHI can be further exchanged for remuneration by the receiving entity or as permitted by the HITECH Act, described in 45 C.F.R. 164.502 and 45 C.F.R. 164.508. Experian Health shall not directly or indirectly receive payment in exchange for making certain communications to individuals about a non-healthcare related or third-party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication or (ii) Customer obtained a valid authorization from the Individual. However, Experian Health can make such a communication on behalf of Customer within the scope of the Agreement.

4.   **CUSTOMER OBLIGATIONS.** Customer agrees to obtain and maintain consent(s) and/or authorization(s), if required under applicable law, to permit Customer to disclose PHI to Experian Health as provided in the Agreement, including without limitation relating to prescription drugs. Customer shall provide Experian Health with a current list of designated representatives who shall be the only Customer representatives with authority to access PHI. Customer shall notify Experian Health in writing within 48 hours if any designated representatives are no longer employed by Customer or no longer should be allowed access to PHI. Customer shall notify Experian Health in writing of any limitations in its notice of privacy practices in accordance with Section 164.520 of the Privacy Rule if such limitation may affect Experian Health's use or disclosure of PHI. Customer shall notify Experian Health in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes may affect Experian Health's use or disclosure of PHI. Customer shall notify Experian Health in writing of any restriction on the use or disclosure of PHI that Customer has agreed to in accordance with Section 164.522 of the Privacy Rule or under the HITECH ACT if such restriction may affect Experian Health's use of disclosure of PHI. Customer shall only use and/or disclose the Minimum Necessary PHI needed for Experian Health to provide the Products and Services in accordance with the HITECH Act and the Privacy Rule.

5.   **TERMINATION.** If either Party materially defaults in the performance of any of its duties or obligations under this Addendum and such default is not cured within 30 days after written notice is given by the non-defaulting Party to the defaulting Party specifying the default, the non-defaulting Party may at its option terminate this BAA as of a date specified in the notice of termination (the "Termination Date"), which Termination Date must be after the date of the notice of termination. Upon Experian Health's knowledge of a material violation of the HIPAA Rules by Customer, Experian Health shall provide notice and an opportunity for the Customer to end the violation and may terminate this BAA if Customer does end the violation within 15 days of receipt of notice from Experian Health.

Notwithstanding the foregoing, Experian Health may immediately suspend its performance of the Products and Services upon written notice to Customer if in Experian Health's reasonable good faith judgment any Products and Services are being used contrary to the Agreement or this BAA. Experian Health may suspend such performance until Customer delivers to Experian Health an adequate assurance of future performance by Customer in accordance with the terms and conditions of the Agreement and this BAA. If Customer is unable to provide such assurance or to cure such contrary use within five (5) days of Experian Health's written notice of suspension, Experian Health may terminate this BAA and/or the Agreement immediately upon written notice to Customer.

6.   **CONFLICT WITH AGREEMENT; AMENDMENT.** The Parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA. If there is a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control. All of the other terms and conditions contained in the Agreement and not specifically amended hereby remain in full force and effect. If there is an inconsistency between the provisions of this BAA, the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this BAA are different than those mandated in the HIPAA Rules but are permitted by the HIPAA Rules, the provisions of this BAA shall control. If there are subsequent changes or clarifications to the HIPAA or Privacy Rule the Parties will negotiate in good faith to amend this BAA to comply with such changes. Notwithstanding the foregoing, if such changes or clarifications materially affect Experian Health, Experian Health may terminate the Agreement and this BAA by giving Customer at least 30 days' prior written notice.

7.   **NO THIRD-PARTY BENEFICIARIES.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

8.   **DISCLAIMERS.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS BAA OR ANY BREACH OF THIS BAA, INCLUDING, WITHOUT LIMITATION, DAMAGES TO BUSINESS REPUTATION, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS BAA. THE DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY WHETHER OR NOT FORSEEABLE, HOWEVER CAUSED, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   **LIABILITIES.** Customer agrees that Experian Health's total aggregate liability under this BAA, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of (1) the total amount payable for the Products and Services during the 12 months before the cause of action arose or (2) the damages incurred. Customer covenants that it will not sue Experian Health for any amount greater than such liability cap. Customer acknowledges that Sections 8 and 9 apply to the maximum extent permitted by applicable law and represent a fair allocation of the risk based on the prices Experian Health charges for the Products and Services.

SCHEDULE B

STATEMENT OF WORK

(attached)

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Arrowhead Regional Medical Center - Epic - EV, PIV, , MN, CD, PaySafe, EOB, , CS Upgrade, Statements

Arrowhead Regional Medical Center

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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 <u>Section 2</u> herein this Statement of Work ("SOW") will outline project goals, process, resources and commitment needed from all included 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
Accelerated/Automated Secondary Billing	Claims
ClaimSource - Custom Programming	Claims
ClaimSource - Eligibility	Claims
ClaimSource - Institutional/Professional + ERA for Epic	Claims
ClaimSource Archive Historical Claim Load	Claims
ClaimSource Archive Historical Remit Load	Claims
Denials Workflow Manager	Claims
ERA - Custom Posting - Batch	Claims
Remittance Manager - ERA - Paper EOB to 835 Conversion	Claims
CCI Edits - Epic - First Set	Orders and Scheduling
LCD/NCD's Part A - Epic	Orders and Scheduling
LCD/NCD's Part B - Epic	Orders and Scheduling
BatchSource Coverage Discovery	Patient Access
Coverage Discovery	Patient Access
Identity Verification - Integrated	Patient Access
Install - For IntelliSource or EDI - Waived Imp/Sub Fee plus Passport Eligibility	Patient Access
PaymentSafe - Reader - Ingenico EMV320 Keypad/Swiper with Validated Point to Point Encryption and Control Center	Patient Access
Premium EDI	Patient Access
PaymentSafe for EDI	Patient Engagement

   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 process. Standard timelines in the Product-specific section are based upon industry and client 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" Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five business days of completing User Acceptance Testing 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 or Customer may withdraw its rejection. 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.

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	453961	

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 Experian Health and Arrowhead Regional Medical Center will be required to provide dedicated resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. The 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 document.

If more than two 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 the 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. Senior 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
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
Enrollment Specialist	Responsible for facility and member onboarding, account configuration and platform build
Regional Sales Director (RSD)	Account owner and escalation point.

Account Manager (AM)	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 Arrowhead Regional Medical Center 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 document.

3.5.5. Provide support and direction to Arrowhead Regional Medical Center 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 document. Experian Health will support the event as specified in the Implementation Workplan and will work with Arrowhead Regional Medical Center to facilitate transition to Support at the end of the event. Additionally, Experian Health and Arrowhead Regional Medical Center will work together to complete the following:

- Cutover strategy.
- Go-Live plan.
- Site readiness/change management plan.

3.5.6. Train Customer on the Customer 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 the 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 the 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 <u>Section 8</u> and the Product-specific section of this document. 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

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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 Arrowhead Regional Medical Center 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 document 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 User Acceptance Testing. User Acceptance Testing (UAT) consists of customer-inclusive workflow and scenario-based testing of the product by its eventual users.

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.

7.1.   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.

7.2.   UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.

7.3.   Specific testing requirements per product are included in the product-specific section of this SOW.

7.4.   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 Arrowhead Regional Medical Center 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 solutions.

B.   During the implementation phase, your Implementation Consultant will work collaboratively with you 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.

C.

8.1.   Onsite training: Experian Health's trainers will travel to Customer's designated location and train Product users. If training at multiple locations is necessary, additional trainers and training days may be required and additional training fees will apply. Training materials and User guides will be distributed to trainees. The availability and scope of onsite training varies by product. Additional training details are provided in the product-specific SOW terms.

D.

8.1.1. On-Site Training Fees. Unless expressly stated otherwise in a product-specific SOW, Experian Health shall bill Customer, and Customer agrees to pay, for any on-site training for Experian Health products (subject to availability of on-site training) at a flat rate of $2,000 per trainer per eight-hour day.

8.1.2. Refer to Section 3.7.5, Roles and Responsibilities for details about what Customer must provide for onsite training in addition to the below items.

- Classroom style training room with complete desktop personal computer systems for each attendee.

- Internet connections for all attendees and trainer.

- Table or desk on which the Experian Health Trainer can set up a laptop computer.

- Projector and projection screen (or blank wall) on which to project the presentation and adequate electrical outlets for all the previously listed equipment.

8.2. 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.

8.3. Web-based training: An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated product end users and/or training staff.

8.3.1. Experian Health recommends that you reserve a training room if multiple attendees from your site will be attending.

8.3.2. Complete desktop personal computer systems for each attendee.

8.3.3. Telephone with Speaker Functionality (or a headset if you will be participating from your desk)

8.3.4. Internet connections for all attendees

8.4. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.

8.5. 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.

8.6. 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 Product Optimization Workshops 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 workshop 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 roll-outs of existing functionality.

    11.1.5. Playing a primary role with Health Information System upgrades.

    11.1.6. Maintaining user & payer mappings.

11.2. Experian will be responsible for the following:

    11.2.1. Transitioning responsibility to Account 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 the customer is stable and ready to transition. Customer is made aware of the pending transition during this time.

- Implementation will provide details about Customer and setup and provide documentation relevant to the install to the Account Manager who will be working with Customer long-term.

- The Implementation team and Account Manager will mutually agree upon the timeline for the Account 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 Account Manager.

    11.2.4. The Account 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.

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	Coverage Discovery Batch
Functionality:	Define account types and patient classes included in search Each implementation includes: o Account data enrichment and demographics supplementation. o Response Optimization and global filtering options. o Send and receive flat files (in standard formats) o Standard reporting
Standard Implementation Timeline:	8 weeks.
Key Deliverables:	Creation a file from HIS/PMS with the following data elements (at a minimum): o Account or Reference Number o Patient Last Name & First Name o Patient DOB o Patient Gender o Beginning Date of Service o Address on file/or state of residency Results will be enriched if your file also provides: o Additional Address Detail o Patient SSN o NPI- National Provider ID o Ending Date of Service o Charge or Account Balance (Strongly Suggested for ROI Calculation) o Employer The product specialist will provide you with a detailed configuration and file format document.
Testing:	Customer submits file to SFTP, file is successfully processed and returned to customer
Training:	Experian's Implementation Consultant will review coverage findings with customer
Go-Live:	Customer can successfully open the batch file and understand the results.

Project Team Role	Type	Description

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Project Team Role	Type	Description
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements
IT Analysts	Customer	Assist in providing necessary custom posting programming requirements and HIS specific specifications for remit posting and testing of posting files.

	ERA - Custom Posting Batch
Functionality:	o CANCELLATION OF EXISTING VENDOR FOR REMITS IS RECOMMENDED TO BE SCHEDULED FOR 90 DAYS AFTER AGREED UPON "GO LIVE" DATE o Supports ANSI 835 X12 remits only o Customized posting requires continual technical collaboration between the customer and Experian Health o Custom programming is provided to meet customers specific requirements for splitting and or modifying remits files for posting to the customers HIS/PMS systems. o To provide pricing for this highly customized work, the client must first supply answers to the following questions for internal review: o What problem are you trying to solve with this custom posting request? o Do you post to one host system or multiple host systems? o Provide posting requirement details on each host system. o How many instances of your host system are set up? (PAS/PMS vendors may allow multiple instances to be set up) o If there is more than one instance, what is the reason for having more than one? o How do you reconcile remits? o Provide details or walk us through the processes o Do you reconcile check by check? (i.e., do you need each posting file to contain only one voucher or remit number?) o Do you reconcile by type of remit (Medicare Part A, Medicare Part B, etc.)? o Does the host system handle the reconciliation? o How do you know if you are missing a remit? o Who are the top 25 payers you receive reimbursement from? o What configuration options are made in the host system? o What options are there for changes to configuration in your host system? o What is your biggest pain point with remits? o Do you have posting requirements only for specific payers? o Does your host system(s) have posting specific payer master configuration requirements (i.e.. EPIC RMO)? o Will you need any custom mapping to the posting file? o If yes, please provide details. o Depending on answers from original list of questions, additional discussions may be required.
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Supports ANSI 835 remits o Custom programming is provided to meet customers specific requirements for splitting and or modifying remits files for posting to the customers HIS/PMS systems. • Custom requests must be provided to Experian Health in writing and mutually agreed by Experian Health as doable custom programming request o Customer must provide technical analyst and/or manager with the abilities and authority to: • Make decision on what customizations needs to be done and provide these in writing for review by Experian Health programming • Process the test files provided by Experian in a timely manner and report back results
Testing:	o The ANSI 835 custom posting files will be provided for testing with the customers HIS/PMS systems o Custom is responsible for doing their internal testing and providing feedback on that testing • ANSI 835 custom posting files that pass the customer's internal testing will be put in to production • ANSI 835 custom posting files that do not pass the customer's internal testing must be reported back to Experian Health with as much detail as possible stating the reason the file failed. Experian Health will continue to work with customer to fix issues and provide additional test files as needed.
Training:	o Customer will be provided remote training to see where these files can be accessed at in the related claims products as is appropriate based on other products being used.
Go-Live:	Product is considered live once the first ANSI 835 custom posting file passes the customer's internal testing process and is posted by client.

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Functionality:	o Supports conversion of Paper EOB documents to ANSI 835 remits o It is required that Experian does not to receive images from a full scan of a Lockbox that includes non-EOB documentation. • It is the customer's responsibility to work with their lockbox service company to provide files that do not contain non-EOB documentation o If the customer's lockbox service cannot provide EOB documentation files only and Experian still agrees to try and process these files, then additional charges for implementation and on-going support will apply. o Customer is aware that Experian uses a third-party vendor as part of this service o The paper EOB documents must provide enough data elements to allow for an ANSI 835 file to be properly completed. Documents not providing enough data will not be converted o Customer is responsible for scanning Paper EOBs or providing Experian with a PDF/TIF from their lockbox service. A copy of the check is to be included as the leading page to the EOB. o Customer must provide a prioritized list of up to 25 Paper EOB Payers to be included in the initial implementation phase. • Additional payers can be added as needed as normal support request, however only up to 25 payers at a time o Customer must provide sample of TIF or PDF Images for the top payers to use for initial setup and testing. The Images will be forwarded to our third-party Vendor for converting to an 835 format (ERA). TIF image files are be in a 300 DPI Group 4, Bi-tonal, Multi-page TIF format o The converted file will be processed as an ERA. • If the client also purchased custom posting, any custom split logic will be applied to create posting file(s) for sending through for processing on Provider host systems for updating the patient accounts. o For tracking purposes, the image filenames are to be unique. If an image file is re-sent using the original name, it will be automatically renamed prior to conversion. o An image file may contain one or more remits depending on the preferred approach for tracking and follow-up. Considerations can include exceptions during conversion and referencing back to the original Image File as well as time required to setup any new payers included in image. o A daily report of any exceptions encountered during conversion will be provided for review with option to either re-scan/process or manually post. Types of exceptions can include but are not limited to: Missing EOB Pages, Unreadable EOB Page, Amount Mismatch or Check Only (Missing EOB). o EOB Payers already setup and in production are to be converted and the ERA returned within 24-48 hours. o If an image file includes a new payer, there will be a delay to allow time to complete the payer setup. The setup time will vary depending on the complexity of the remit, from 1-4 weeks. o If this is a new claims client (on our claims product for less than 6 months), then the provider will need to provide minimum of six months of prior 837 claims.
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Supports conversion of Paper EOB documents to ANSI 835 remits o It is required that Experian does not to receive images from a full scan of a Lockbox that includes non-EOB documentation. • It is the customer's responsibility to work with their lockbox service company to provide files that do not contain non-EOB documentation o If the customer's lockbox service cannot provide EOB documentation files only and Experian still agrees to try and process these files, then additional charges for implementation and on-going support will apply. o Customer is aware that Experian uses a third-party vendor as part of this service o The paper EOB documents must provide enough data elements to allow for an ANSI 835 file to be properly completed. Documents not providing enough data will not be converted o Customer is responsible for scanning Paper EOBs or providing Experian with a PDF/TIF from their lockbox service. A copy of the check is to be included as the leading page to the EOB. o Customer must provide a prioritized list of up to 25 Paper EOB Payers to be included in the initial implementation phase. • Additional payers can be added as needed, however only up to 25 payers at a time o Customer must provide sample of TIF or PDF Images for the top payers to use for initial setup and testing. The Images will be forwarded to our third-party Vendor for converting to an 835 format (ERA). TIF image files are be in a 300 DPI Group 4, Bi-tonal, Multi-page TIF format

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	o The converted file will be processed as an ERA. • If the client also purchased custom posting, any custom split logic will be applied to create posting file(s) for sending through for processing on Provider host systems for updating the patient accounts. o For tracking purposes, the image filenames are to be unique. If an image file is re-sent using the original name, it will be automatically renamed prior to conversion. o An image file may contain one or more remits depending on the preferred approach for tracking and follow-up. Considerations can include exceptions during conversion and referencing back to the original Image File as well as time required to setup any new payers included in image. o A daily report of any exceptions encountered during conversion will be provided for review with option to either re-scan/process or manually post. Types of exceptions can include but are not limited to: Missing EOB Pages, Unreadable EOB Page, Amount Mismatch or Check Only (Missing EOB). o EOB Payers already setup and in production are to be converted and the ERA returned within 24-48 hours. o If an image file includes a new payer, there may be a delay to allow time to complete the payer setup. The setup time will vary depending on the complexity of the remit, from 1-4 weeks. o If this is a new claims client (on our claims product for less than 6 months), then the provider will need to provide minimum of six months of prior 837 claims.
Testing:	o The ANSI 835 posting files will be provided for testing with the customers HIS/PMS systems o Customer is responsible for doing their internal testing and providing feedback on that testing • ANSI 835 custom posting files that pass the customer's internal testing will be put in to production • ANSI 835 custom posting files that do not pass the customer's internal testing must be reported back to Experian Health with as much detail as possible stating the reason the file failed. Experian Health will continue to work with customer to fix issues and provide additional test files as needed.
Training:	o Custom will be provided remote training to see where these files can be accessed at in the related claims products as is appropriate based on other products being used
Go-Live:	Product is considered live once the first Paper EOB Conversion ANSI 835 posting file passes the customer's internal testing process and is posted by client.

Project Team Role	Type	Description
IT Analysts	Customer	Assist in providing necessary Paper EOB scanned documents, posting programming requirements and HIS specific specifications for remit posting and testing of posting files.
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements

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Functionality:	o Full color front, black and white back printing o Statements printed on standard plain white paper o Statements inserted into standard outer envelopes o Standard remit envelopes included with the statement when applicable o Statement data is run through Coding Accuracy Support System (CASS) postal software to correct and standardize address data o Statement data is run against the USPS National Change of Address (NCOA) database (known now as NCOALinkTM) to obtain updated address information for individuals and families who have filed a change of address with the USPS. NOTE: Applies to files containing more than 100 records. o Commingling services to obtain the lowest postal rates possible o Printing and mailing of the statement to a patient. NOTE: Postal rates based on current USPS AADC rates o Return processing reports for review and research. These reports include processing statistics, record suppressions, AND CASS and NCOA-related address reports. NOTE: The following services are applicable only for text file-based implementations (not PDF based) o Statement design for the number of statement templates outlined in the contract. This includes overall statement layout (summary and detail) and customer specific branding elements (logos, custom colors, OCR scanline assembly to meet bank specifications). o Consolidation of account data across service areas/files for display on statements if requested/required. o Ability to request changes to predefined content (i.e. facility contact information, logos, statement messaging) without incurring additional programming fees. o Ability to request targeted content on the statement based on data values found in the customer's patient statement input file (i.e. patient demographics and insurance type for personalized messages). o Access to an online web portal to provide customer access (not patient access) to PDF images of the processed statements images for 24 months
Standard Implementation Timeline:	The average timeline for implementing one statement application is 18 weeks for a text-based implementation and 9 weeks for a PDF based implementation
Key Deliverables:	Experian Health requires the following information from the customer before an implementation can begin: o For both text file and PDF implementations: Completed project initiation document, Sample test data of all input files, Sample of your current statement as well of what template the future statement would use, Bank OCR information (if applicable) including a bank specifications document and the testing window required by the bank for coupon testing, font requirements, and Statement backer information (if applicable) o For text file implementations only: Graphic images including customer logo in an eps and/or jpeg format in both CMYK build as well as black and white, Test data files, Data file mapping documents, Supplemental items like dunning messages, roll-up tables and the logic required to use them, Branding guidelines, if available (provide the required PMS colors or CMYK color build values), Color scheme identified for header bars/box outlines on the statement designs and An agreed-upon mock-up is created and approved o For Epic PDF file implementations only: Samples of every Epic PDF template/statement/letter type is required at the beginning of the implementation. Additional designs introduced once the project has started may impact cost as well as the overall implementation timeline and If requesting a backer, these document(s) need to be provided in a 300dpi PDF for review o Provide data files and all other required information listed above for the product build out (NOTE: If you are an Epic customer, you will need decide if the format of your statement will be either PDF or text file. This should be decided before you sign a contract for statements. If your HIS is not Epic, you will provide us with a text file Items not listed above are considered out of scope for a standard implementation. Adding required scope for go-live may result in additional costs and/or an extended timeline.
Testing:	The Project Manager will work with you to plan User Acceptance Testing (UAT) involving your data files to produce sample statements for review and sign-off. Customer approval is required on: o Development Samples – soft copy PDFs of your statements will be provided for review o Lockbox Samples (when applicable) – physical coupons sent to your bank to ensure the OCR scanline is correct

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		o End-to-end Samples – physical statement samples will be provided as the final testing step
Training:		o You will receive online portal training (used to access images of your statements if contracted) from your Implementation Consultant and a training on interpreting the results in your return processing reports.
Go-Live:		During implementation Experian Health will work with you to determine an official live run date for your statements in production. The go-live milestone means that it is agreed upon that the statements are being produced according to the client requirements.

Project Team Role	Type	Description

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Functionality:	o Supports denials from Electronic ANSI 835 remits for Professional and Institutional claims • If Paper EOB to 835 Conversion module is also purchased, then denials from 835 remits created through that service are also supported. o Standard ANSI 835 Denial Codes are supported o Standard 835 descriptions are supported o Proprietary payer denial codes are reviewed and accepted/rejected on a case by case basis o Proprietary payer denial descriptions are reviewed and accepted/rejected on a case by case basis o Default Protocol suggestions are provided as part of the implementation • Customized Protocol suggestions can be added by the client o National library of Payer Appeal Forms is included with the module • New Payer Appeal Forms can be requested for addition to the appeals library at no additional cost • Request for new CUSTOM Appeal Forms used only by the client will be reviewed and accept/rejected on a case by case basis. o If accepted, the programming to add the CUSTOM appeal form will be billable. o Summary Denial reports are provided within ClaimSource as part of this module o Detailed Denial reports are provided within ClaimSource as part of this module o Customizable biller work queues are available with this module o This module does not support denials from data generated outside of ClaimSource and imported in as "historical" remits and/or claims.
Standard Implementation Timeline:	4-5 months from contract signing.

Key Deliverables:	o Completion of discovery questionnaire that assists in finalizing detailed business need scope for the claims project
	o Denial work queues identifying alerts generated by ANSI 835 files and giving the biller the ability to select the activity to be done, any notes associated with the activity, the root cause, and the ability to correct and re-submit the claim where applicable or to auto populate an appeal form where applicable.
	o Customer must provide us with:
	  Project Manager with the authority to make decisions on which denial codes will be used for creating the alerts
	  Project Manager with the authority to make decisions on which protocol descriptions will be used for the alerts created
	  All public IP address(es) and/or public IP address range from which client's personnel (including any offsite locations, outsourced vendors, etc.) will be accessing ClaimSource. This is due to IP address access filtering that is enabled for security.

Testing:	o The ANSI 835 denial alerts will be tested after the Claims and Remit modules are deemed as live and 835 remits are being received from payers.
Training:	o Customer will be provided remote training to know how to setup the work queues, use alert work screens and create reports.
Go-Live:	Product is considered live once the first alert from a payer's ANSI 835 remit is correctly generated and available to be processed.

Project Team Role	Type	Description
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
Implementation Trainer/Analyst	Experian	Work with the Implementation Manger and client to cover all aspects of billing and workflow
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements
Super Users	Customer	Operational managers that become experts in products, input through testing and training
IT Analysts	Customer	Assist in providing necessary documents and HIS specific configuration and test files, configuration of connectivity and deployment of application
Project Manager	Customer	Responsible for providing project leadership and monitoring project status. Communicates regularly with both internal

		Project Champions and the Experian Health Project Manager

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ClaimSource - Eligibility	
Functionality:	o Supports physician and hospital claims (ANSI 837P and ANSI 837I) o Supports having eligibility checks done on selected payers
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Client must be live with the ClaimSource product. o Customer must provide Experian with: List of payers that they want the eligibility checks to be run on Written approval to allow for "new" eligibility checks to be run from the ClaimSource system with the knowledge that these transactions will be counted as BILLABLE and charged at their contractual rate for the Eligibility module they have. All public IP address(es) and/or public IP address range from which client's personnel (including any offsite locations, outsourced vendors, etc.) will be accessing ClaimSource. This is due to IP address access filtering that is enabled for security. Testing
Testing:	o Testing for the eligibility edits will be done with client's claim data after Experian has deemed the claims module to be live.
Training:	o The ClaimSource training team will work with your analyst to plan remote training for this module.
Go-Live:	Clients are live when the first claim is successfully edited against the client's existing eligibility repository response.

Project Team Role	Type	Description
IT Analysts	Customer	To provide Experian with the list of payers that eligibility checks are to be done on and make decision on whether new checks will be triggered.
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements

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	PaymentSafe - Ingenicos
Functionality:	o PaymentSafe offers several different Ingenico models: iPP320, iPP350, iSC250, and the iSMP4 o The Ingenico 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. o Integrates standardly with PaymentSafe through eCare Next and OneSoruce. o Integrates with PaymentSafe through the Epic integration. o Accepts payments using EMV chip, magstripe, key enter or using near field communication. o PCI compliance certified by 3rd party
Standard Implementation Timeline:	4 weeks.
Key Deliverables:	o Customer must establish relationship with credit card and e-check processors. VAR sheets will be required
Testing:	o Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.
Training:	o WebEx training available as needed.
Go-Live:	PaymentSafe is considered live once: o A credit card payment can be sent to a processor, and the client can then receive from the processor an approval or decline; o 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

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PaymentSafe (Epic)	
Functionality:	o Accepts credit card and ACH payments o Posts back payments to Epic in real time o Processor agnostic o PCI compliance certified by 3rd party
Standard Implementation Timeline:	8 weeks
Key Deliverables:	o Seamless payment integration with Epic Hyperspace platform. o Load DLL file or supply details to set-up web service o Customer provides IP addresses and Experian will Whitelist o Client needs to provide VAR sheet
Testing:	o Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.
Training:	o With Epic products, we recommend incorporating this integration into your standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, client resources must complete training for their organization.
Go-Live:	o A credit card payment can be sent to a processor, and the client can then receive from the processor an approval or decline; o And a refund and/or void can be issued to the transaction o Transactions are posted back into Epic real time

Project Team Role	Type	Description

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ClaimSource - Institutional Professional ERA (Epic)	
Functionality:	o Supports physician and hospital claims (ANSI 837P and ANSI 837I) o Provides customizable claim submission scheduling and status options o Standard and payer-specific edits included o Implementation includes custom payer and provider-specific edits necessary for business o Customizable response process utilizing Epic CRD or ANSI 277 files is fully supported o Epic's Rapid Retest with same day corrected claim submission functionality is fully supported o Enrollment team works with client through payer enrollment (claims and remits) when necessary o Claims display on the 1500 or UB04 format with 837 accessible fields o Standard dashboard reports and KPIs are available o Electronic remittance processing of ANSI 835s is available o Claim files accepted via automated sFTP delivery o Claim exports are available o Standard ANSI 837P and ANSI 837I files o Print image format files
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Supports physician and hospital claims (ANSI 837P and ANSI 837I) o Provides customizable claim submission scheduling and status options o Standard and payer-specific edits included o Implementation includes custom payer and provider-specific edits necessary for business o Customizable response process utilizing Epic CRD or ANSI 277 files is fully supported o Epic's Rapid Retest with same day corrected claim submission functionality is fully supported o Enrollment team works with client through payer enrollment (claims and remits) when necessary o Claims display on the 1500 or UB04 format with 837 accessible fields o Standard dashboard reports and KPIs are available o Electronic remittance processing of ANSI 835s is available o Claim files accepted via automated sFTP delivery o Claim exports are available o Standard ANSI 837P and ANSI 837I files o Print image format files
Testing:	o Testing for the entire claim life cycle, across specialties and in bulk, begins as soon as the client's ClaimSource test site is built and available. This continues as an iterative process until go-live.
Training:	o The ClaimSource training team will work with your Project Manager to plan the onsite and go-live training sessions. The training team offers a web-based and on-site training program at your training facility for billing and follow up staff.
Go-Live:	The ClaimSource team provides onsite go-live support and will work with your team on site during this time. Your Implementation Manager will work with you to determine on-site dates for go-live support. Clients are live when claims going to a payer are accepted and adjudicated by the payer.

Project Team Role	Type	Description
Operational Leadership	Customer	key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness and serving as a champion for the install.
Claims Client Services Manager	Experian	Account Manager –long term contact for live products – optimization and issue resolution
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
Implementation Project Manager	Experian	Overall implementation lead for the install, responsible for developing project plan, timelines and monitoring/communicating overall status of project
Implementation Trainer/Analyst	Experian	Work with the Implementation Manger and client to cover all aspects of billing and workflow
Project Manager	Customer	responsible for providing project leadership and monitoring project status. Communicates regularly with both internal Project Champions and the Experian Health Project Manager

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Claims Enrollment	Experian	Handles the claims submission and remit enrollment process as desired, up to and including completing all payer enrollment forms, except for those that may require provider signatures and/or payer portal enrollment done by the provider only.
Super Users	Customer	operational managers that become experts in products, input through testing and training
IT Analysts	Customer	assist in providing necessary documents and HIS specific configuration and test files, configuration of connectivity and deployment of application

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Coverage Discovery On Demand (Epic)	
Functionality:	o Ability to execute an On-Demand Coverage Discovery from within Epic and receive back the found coverage as unsolicited 271s within the existing Epic workflow. o The most common workflows are either a manual approach or an automatic approach. The manual workflow is where an end user would create a "Coverage Discovery" payer shell record to send the query to Experian and then any found coverage is returned as an unsolicited 271 that drops to a work queue to be worked. The automatic workflow would entail configuring Epic to automatically send out a patient query upon check in or admission. Both use a Coverage Discovery payer shell record, unsolicited 271 configuration, and a work queue for follow up. o Verifies patient's demographics - name, address, SSN, DOB, and country, for increased likelihood of finding coverage. o Uses weighted "Confidence Scoring" to reduce the number of potential false positives which ensures staff time is used on accounts most likely to be re-billable to insurance. o Each implementation includes: o Account data enrichment and demographics supplementation. o Response Optimization and filtering options. o Standard reporting
Standard Implementation Timeline:	7 weeks. Premium EDI must be live or installed concurrently.
Key Deliverables:	o The Customer's internal team will need to complete build within Epic or the interface engine. Epic Technical Services (TS) can be helpful in answering specific Epic build questions with the assistance of the Experian Implementation Consultant. o Configure unsolicited 271 interface o Build Coverage Discovery Payer in Epic and enable for RTE o Update security to allow end users access to On Demand Coverage Discovery and prevent them from attaching Coverage Discovery coverage record to an account (considered a shell record only). o Add City, State of Residence, and MRN/HAR/CSN to outgoing 270 eligibility inquiry. o Build Epic workqueue & rules for found coverage. o Determine appropriate CD reuse rules (none/DOS/Calendar Month) set on the Experian side. o Consider using plan mapping or Bad Plan Code Detection for plan creation.
Testing:	o Since the workflow is within Epic, all testing will be done by the client within their Epic environment working with an Experian Health team member to review results
Training:	o With Epic products, we recommend incorporating this integration into your standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, client resources must complete training for their organization.
Go-Live:	Go-Live Definition: The Go-Live date is defined as the date on which Customer submits a Coverage Discovery On-Demand request and Experian Health returns an unsolicited 271 response which will drop to an Epic work queue to be worked.

Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Your Epic resource(s) may need to help with Epic-specific configuration (build, workqueues, extracts, etc).

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	X12 270/271 o X12 270/271 interface to your Epic platform that takes insurance eligibility requests from Epic and connects to over 900 payers. o Perform both real-time and batch requests for patients within Epic. o Route requests to the appropriate payers and provide full 271 information, including eligibility status, demographic information on file and benefit information provided by the payer (Note – Experian is also able to access information via payer website and embed into the 271 – see Web Capture below for more details). o Information will flow back into the Epic Response History in registration and can flow into Epic work queues. o Separate connections for both a non-Production and Production environment as well as separate ports for your scheduled batch jobs versus real-time requests. o Connectivity can be established directly to your Epic environment or through an interface engine. An interface engine is typically not needed, unless you are routing Eligibility data to other systems. Embedded Alerts o Alerts are brought to the top of response history in Epic so that users are alerted to important information within the response ensuring that specific benefits and coverage can be reviewed. o Standard alert set available for Premium EDI Eligibility. Bad Plan Code Detection o Suggests the plan ID the patient has based upon the information returned in the 271 response from the payer. o Build in Epic will look to the suggested plan and either add it (for a net new patient) or suggest a plan mismatch (when comparing to a patient that already has a different coverage). o Epic can automatically term old coverage and add the suggested plan (Optional). Data Filing o Many different types of information may be filed back into Epic system, depending upon your eligibility feed, such as: o Subscriber Demographic Info o Effective Dates o Copays by Service Type o Other Benefit Information o PCP Normalization o Group benefit information across payers consistently in Epic. o Analysis of new-new payers needed prior to implementation. o Distinctly groups specialist benefits which are not standardly coded. Web Capture o Take data from the payer's website and embed it into the 271 response if standard 271 response doesn't include specific data points. o When standard EDI 271/271 response is not available, create 270/271 from payer website. o Implementation on a per-payer basis when possible. Coverage Eligibility Batch Jobs o Uses Epic registration batch job processes. o Separate port provided to parse these requests from real-time eligibility queries. Payer Chaining o Epic controls the payer chaining requests within their build requests. - Experian Health will configure the response to include the external mnemonic for processing the additional payer indicated by initial payer. o Experian Health initiates the request to the additional payer indicated in original response. - Experian can return the "most meaningful' response so that instead of receiving back the original request, the "additional" payer that was processed in the chaining process would be returned. For example – Medicaid is originally sent for processing, an MCO is indicated by Medicaid so Experian automatically performs the search against the Medicaid MCO payer and returns the Medicaid MCO payer response, not the Medicaid response. - Experian could return all payer responses which require additional Epic build to allow unsolicited
Functionality:	271 messages.
Standard Implementation Timeline:	16 weeks
Key Deliverables:	

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Testing:	o Experian Health will assist with testing individual functions within a given product through the implementation process. Testing is handled within Epic test environments and Experian Implementation resources will be available to provide feedback and support. The number of testing transactions incurred each month should not exceed the monthly usage threshold outlined in client contract.
Training:	o With Epic products, we recommend incorporating this integration into your standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, client resources must complete training for their organization.
Go-Live:	The go-live date is the date on which Customer sends a real-time or batch eligibility request to Experian Health and Experian Health responds with a valid real-time or batch response in a production environment.

Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Your Epic resource(s) may need to help with Epic-specific configuration (build, workqueues, extracts, etc).

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	ClaimSource Archive Historical Claim Load	
Functionality:	o Supports ANSI 837I and ANSI 837P files o Client must make historical data files available via an SFTP connection o Implementation includes loading and archiving of these historical ANSI 837 Claim files o Files are available for view and/or print only o Request for custom programming changes to the files are out of scope and would require additional review and charges	
Standard Implementation Timeline:	4-5 months from contract signing.	
Key Deliverables:	o Supports ANSI 837I and ANSI 837P files o Client must make historical data files available via an SFTP connection o Implementation includes loading and archiving of these historical ANSI 837I and ANSI 837P files o Files are available for view and/or print only o Request for custom programming changes to the files are out of scope and would require additional review and charges	
Testing:	o Testing will be done internally to make sure that the historical files meet the ANSI 837I and ANSI 837P files specifications and are able to be loaded into the ClaimSource system.	
Training:	o Custom will be trained remotely on how to view these historical files within the ClaimSource system.	
Go-Live:	Product is considered live once the historical ANSI 837I and ANSI 837P files viewable within the ClaimSource system.	

Project Team Role	Type	Description
IT Analysts	Customer	Assist in providing necessary historical files in appropriate format
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements

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	ClaimSource Archive Historical Remit Load
Functionality:	o Supports ANSI 835 files o Client must make historical data files available via an SFTP connection o Implementation includes loading and archiving of these historical ANSI 835 remit files o Files are available for view and/or print only o Request for custom programming changes to the files are out of scope and would require additional review and charges
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Supports ANSI 835 files o Client must make historical data files available via an SFTP connection o Implementation includes loading and archiving of these historical ANSI 835 remit files o Files are available for view and/or print only o Request for custom programming changes to the files are out of scope and would require additional review and charges
Testing:	o Testing will be done internally to make sure that the historical files meet the ANSI 835 file specifications and are able to be loaded into the ClaimSource system.
Training:	Custom will be trained remotely on how to view these historical files within the ClaimSource system.
Go-Live:	Product is considered live once the historical ANSI 835 files viewable within the ClaimSource system.

Project Team Role	Type	Description
IT Analysts	Customer	Assist in providing necessary historical files in appropriate format
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements

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Functionality:	o Supports hospital claims (837I) o Standard and payer-specific edits included o Implementation includes custom payer and provider-specific edits necessary for business o Enrollment team works with client through payer enrollment (claims and remits) when necessary o Claims display on the UB04 format with 837 accessible fields o 837 and claim exports are available o Standard 837I files o Print image format files
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	o Completion of discovery questionnaire that assists in finalizing detailed business need scope for the claims project o Customer must provide us with: Payer website credentials where needed (ECS, Accelerated Crossover, .etc.) All Tax IDs and NPIs needed to process enrollments Signatures on certain payer enrollments • For some payers the client will have to go to the payer website and do the enrollments themselves, however we will provide detailed instructions on when this is needed and how to do it.
Testing:	o Testing for the entire claim life cycle, across specialties and in bulk, begins as soon as the client's ClaimSource test site is built and available. This continues as an iterative process until go-live.
Training:	o The ClaimSource training team will work with your Project Manager to plan the onsite and go-live training sessions. The training team offers a web-based and on-site training program at your training facility for billing and follow up staff.
Go-Live:	The ClaimSource team provides go-live support and will work with your team during this time. Your Implementation Manager will work with you to determine dates for go-live support. Clients are live when claims going to a payer are accepted and adjudicated by the payer.

Project Team Role	Type	Description
Support Programmer	Experian	Work with Implementation Consultant and client for all programming requirements
Claims Enrollment	Experian	Handles as much (or as little) of the claims submission and remit enrollment process as desired, up to and including completing all payer enrollment forms.

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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 of the parties.