

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



Contract Number
19-721

SAP Number

~~A-1~~ A-2

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 through November 4, 2024
Original Contract Amount	\$2,304,000.00
Amendment Amount	\$ 210,540.00
Total Contract Amount	\$2,514,540.00
Cost Center	

Briefly describe the general nature of the contract:

Amendment No. 1 to Contract 19-721 with Experian Health, Inc. to add new product functionality, beginning February 9, 2021 through November 4, 2024 in the amount of \$210,540.00 with Tier 1 pricing at \$3,630.00 per month.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 1/11/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

1/20/2021

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	

Add Product Amendment

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

Customer acknowledges receipt, review and acceptance of the Axia Terms & Conditions for PatientSimple, PaymentSafe and/or Patient Self-Service products and services ("Axia Terms & Conditions"). The Axia Terms & Conditions are located at Exhibit C.

PRODUCT OFFERINGS AND FEES

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. HIS/PMS system(s) applicable to this Amendment include Epic.

Product Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
PaymentSafe Epic External Payment Page provides the PaymentSafe hosted page in Epic's MyChart.	1	\$2,000	\$1,320	The PaymentSafe Transaction Fee shall be billed as set forth in the Agreement. If Customer's HIS/PMS is Epic, an additional \$.05 per transaction fee for the PaymentSafe hosted page in Epic's MyChart will apply.
Precise ID via CrossCore identity proofs patients/members during portal enrollment, leveraging knowledge-based questions from credit and non-credit sources to verify that a person is who they say they are. CrossCore is Experian's on-demand, web-based platform for fraud and identity verification assessment.	1	\$5,000	\$0.00	The Precise ID Transaction Fee shall be billed as provided below.
Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.				
Total 1st Year Fees (excluding transaction fees)		\$7,000	\$1,320	
Future Recurring Fees (excluding transaction fees)		N/A	\$1,320	

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 to be billed on February 1, 2021.

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.

PRECISE ID TRANSACTION FEES. The Precise ID transaction fee ("PID Transaction Fee") includes Precise ID transactions across all product platforms. The PID 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

EHI Add Product (PID, PaymentSafe) Amendment - Arrowhead Regional Medical Center

selection below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use or ii) nine (9) months following the Amendment Effective Date ("PID Billing Date"). In no event will the PID Transaction Fee be less than the Monthly Base Rate for Customer's selected pricing tier. Prior to the PID Billing Date, Customer shall be billed at the Excess Usage Rate.

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.

Precise ID Transaction Fee			
Pricing Tier (Select One)	Monthly Base Rate	Monthly Max Transactions	Excess Usage Fees
1 ☒	\$3,630 per month	3,000 transactions per month	\$1.23 per transaction in excess of 3,000 transactions per month
2 ☐	\$5,310 per month	4,500 transactions per month	\$1.20 per transaction in excess of 4,500 transactions per month
3 ☐	\$6,960 per month	6,000 transactions per month	\$1.18 per transaction in excess of 6,000 transactions per month
4 ☐	\$8,400 per month	7,500 transactions per month	\$1.14 per transaction in excess of 7,500 transactions per month

PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO PRECISE ID

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. Experian Health may use Customer's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations.

IMPLEMENTATION APPROVAL. If applicable, Experian Health will configure the Services pursuant to specifications provided by Customer in the Sign-Up Form. Upon completion of the configuration, Customer shall test and audit performance of the Services to ensure proper configuration. Customer shall notify Experian Health if the Services fail to meet the configuration requirements, and Experian Health shall modify the configuration to meet Customer's requirements set forth in the Sign-Up Form. Such modification constitutes Customer's sole remedy for failure to configure the Services in accordance with the Sign-Up Form and Experian Health's maximum liability for any such failure.

OPTIONAL SERVICES. The following optional Services are available upon request from Customer at the rates set forth below:

Analytical Consulting	\$350 per hour or \$2,500 per day
Additional Custom Development	\$250 per hour

ADDITIONAL TERMS APPLICABLE TO CROSSCORE

AUTHORIZATION TO USE CROSSCORE. Subject to Customer's compliance with the terms and conditions of this Amendment and the Agreement, Experian Health grants Customer a nonexclusive and non-transferable right to use CrossCore during the Term for CrossCore Connectivity. Experian Health will provide Customer with a minimum of 10 User logins for Users to access CrossCore. Each unique User must use a unique login, provided by Experian Health, to access CrossCore. Upon Customer's request, Experian will provide additional User logins, subject to reasonable fees. Experian Health reserves the right to terminate, suspend or limit any User's access to CrossCore.

CUSTOMER RESPONSIBILITIES. In addition to the confidentiality obligations in the Agreement, Customer is responsible for (i) maintaining the confidentiality of login information, preventing unauthorized access or use of CrossCore, monitoring activities conducted under its User logins, and notifying Experian Health of any unauthorized access or use; (ii) immediately notifying Experian Health of any compromise of User logins and assisting in any investigation or remedial action in the event of a compromise; (iii) obtaining and maintaining the necessary Customer equipment; (iv) ensuring that the equipment complies with the requirements applicable to CrossCore and any related documentation; (v) ensuring the accuracy, quality, integrity, legality, reliability, and appropriateness of all data received from Customer; and (vi) maintaining reasonable anti-virus and data security controls. Customer is responsible for all activities of its Users with respect to CrossCore.

RESTRICTIONS ON USE. Customer will use CrossCore solely for its internal business purposes and in accordance with the terms, scope, and use limitations of this the Agreement and this Amendment. Customer will not, and will ensure that its Users do not: (i) resell, sublicense, lease, rent, time-share or otherwise make CrossCore, available to any third-party, including third-party consultants of Customer; (ii) use CrossCore to send or store infringing, unlawful or tortious material or violate third-party privacy rights; (iii) gain or attempt to gain unauthorized access to, disrupt the integrity or performance of, or damage, disable, overburden or impair the operation of CrossCore; (iv) knowingly upload to CrossCore or use CrossCore to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) modify or copy CrossCore or create derivative works based on any aspect of CrossCore; (vi) reverse engineer, disassemble, decompile or otherwise attempt to recreate, obtain or perceive the underlying code for CrossCore; (vii) access CrossCore or the Experian Services for the purpose of building a competitive product or service or copying its features or user interface; (viii) use or permit the use of CrossCore for purposes of product evaluation, benchmarking or other comparative analysis without prior written consent, or (ix) permit access to CrossCore by a direct competitor of Experian Health.

REGULATORY COMPLIANCE AND INTELLECTUAL PROPERTY. Customer is solely responsible for its regulatory compliance in its use of CrossCore. Experian owns, reserves, and retains all rights, title and interest in and to CrossCore. Neither Customer nor any User acquires any right or interest of any kind in CrossCore because of the access provided in this Amendment. All rights and interest to derivative works, modifications, additions or improvements to CrossCore will remain with and are hereby assigned to Experian, by Customer for itself and on behalf of its Users, regardless of inventorship or authorship, and regardless of the Party suggesting or making the derivative work, modification, addition or improvement.

ADDITIONAL TERMS APPLICABLE TO CREDIT PRODUCTS & SERVICES

FAIR CREDIT REPORTING ACT

FCRA USE CERTIFICATION. Subject to the terms and conditions of the Agreement, Experian Health grants to Customer a non-exclusive, non-transferable right to internally access and use the consumer credit data in the products and services described herein ("Information Services"). Customer shall request and use the Information Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended ("FCRA"), and shall comply with all requirements of the FCRA applicable to it.

SERVICE AND USE RESTRICTIONS. Except as expressly contemplated by the Agreement, Customer shall not (a) distribute, publish, transmit, or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Information Services or the data delivered as part of the Information Services ("Data"); (b) allow any third party to access the Information Services or the Data; (c) sell, sublicense, lease, rent, resell, or otherwise transfer any of the Information Services or the Data; (d) use the Information Services or the Data for other than its own internal purposes; (e) use the Information Services or the Data to identify or solicit potential customers for its products or services (provided, however, that Customer shall be entitled to use the Information Services and the Data to enhance information relating to its existing customers); (f) copy, reproduce, modify, translate, prepare derivative works of, de-compile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Information Services; (g) use, evaluate, or view the Information Services for the purpose of designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Information Services; (h) use the Information Services in a service bureau or any other manner to provide services for a third party; or (i) remove, obscure, or alter any copyright notice, trademarks, logos, or trade names, or other proprietary rights notices affixed to, or contained within, the Information Services. Customer further agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian Health, request, compile, store, maintain, resell, or use the Information Services (including any of the information contained in the Information Services) or the Data to build its own credit reporting database.

DATA AND INTELLECTUAL PROPERTY OWNERSHIP. Customer acknowledges that Experian Health has expended substantial time, effort and funds to create and deliver the Information Services and compile its various databases. The Information Services, the Data and any other intellectual property that are part of the Information Services, including without limitation, any updates, upgrades or modifications thereof, or any ideas, know-how and programs developed by Experian Health or its data suppliers, are and will continue to be the exclusive property of Experian Health, or its vendors or data suppliers. Nothing contained in the Agreement, or in any amendment or schedule to the Agreement, shall be deemed to convey to Customer or to any other party any ownership interest in or to the Information Services, the Data or any other intellectual property provided in connection with the Information Services. Except for the rights expressly granted in the Agreement, Experian Health does not grant to Customer any rights or licenses, whether express or implied.

DOMESTIC ACCESS AND USE. Customer shall not access, transfer, or use the Information Services outside of the United States. Any direct or indirect access to, transfer, or use of the Information Services outside of the United States shall require the prior written approval of Experian Health.

COMPLIANCE WITH LAWS. Experian Health shall comply with all federal, state and local laws, rules, regulations and decisions applicable to Experian Health's provision of the Data and the Information Services pursuant to the Agreement. Customer shall comply with all federal, state and local laws, rules regulations and decisions applicable to Customer's collection and provision to Experian Health of data and Customer's use of the Information Services and the Data provided pursuant to the Agreement. Customer shall not use the Information Services or the Data in contravention of the rights of any third party. Experian Health reserves the right to revise the terms, conditions and/or pricing under the Agreement and/or to revise the Information Services (including without limitation, to withdraw or restrict affected Data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon reasonable notice to Customer.

SERVICE APPLICATION. Customer understands that, in accordance with applicable law, Experian Health must evaluate and approve Customer's right to receive data regulated by the FCRA and/or GLB Act ("Regulated Data") prior to permitting Customer's access to such Regulated Data. As such, Customer agrees to complete Experian Health's standard service application, a true and correct copy of which is attached hereto and incorporated herein by reference, and to provide Experian Health are, in a timely manner, with the membership documentation required by Experian Health. Customer acknowledges and agrees that Customer's access to any Service containing Regulated Data shall be contingent upon approval of Customer's service application by Experian Health.

PRECISE ID CREDIT INFORMATION CERTIFICATION. *When Customer chooses to use consumer credit data in the Information Services,* Customer certifies that it has a "permissible purpose" under the Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq. If Customer's permissible purpose is based upon the written instructions of the consumer via the Internet, then Customer shall obtain the consumer's written instructions as provided for in Section A of the attached Precise ID Written Instructions, or if Customer obtains the consumer's consent to access credit data over the telephone, Customer shall do so as provided for in Section B of the attached Precise ID Written Instructions. If Customer's permissible purpose is "a legitimate business need for the information in connection with a business transaction that is initiated by the consumer," then the written instructions provisions of this Amendment do not apply, but only where the Customer has a risk of financial loss in the transaction. Customer acknowledges and agrees that unless the number of inquiries made with respect to a consumer report is among the top four factors adversely affecting the credit score provided as part of the Precise ID services, Experian Health does not output the same as an adverse action factor. If Customer is using the Precise ID services for mortgage lending credit decisions, Customer further acknowledges that it must obtain a credit score that will disclose such key factor in accordance with the requirements of Section 609(g) of the FCRA. In any case, Customer certifies that it will request and use all data received from Experian Health solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the services to any third party. If Customer chooses to use custom Fraud Penetration Index ("FPI") attributes within Precise ID for Account Opening services, Customer certifies that: (i) it will obtain and use the consumer's written instructions as Customer's sole permissible purpose under the FCRA; (ii) Customer understands that the custom FPI application has not been developed to be compliant with the Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq.; and (iii) therefore, Customer will not use the Precise ID for Account Opening services for the granting or denial of credit or for the setting of credit terms or pricing.

OFAC DATA. Matching of names to the OFAC list is based on very limited identification information. A match does not necessarily indicate that the consumer about whom Customer inquired is the same person referenced by OFAC. **Accordingly, if Customer receives an OFAC result code in Customer's Precise ID services,** Customer acknowledges that any action taken by Customer regarding a consumer must be taken based on Customer's complete investigation of the consumer and not based solely on the OFAC information.

CERTIFICATION FOR USE OF MOTOR VEHICLE AND PROPERTY DATA. *If Customer chooses to use vehicle ownership data in the services,* Customer certifies that its use is in compliance with the Driver's Privacy Protection Act of 1994 (18 U.S.C. Sec. 2721(b)(3)). Further, motor vehicle department data and property information will be used solely for authentication purposes.

ALTERNATIVE SOURCE DATA. Certain product options offer questions which use information from Experian Health's non-FCRA data sources ("Alternate Source Data"). **When using FCRA regulated product options,** Customer certifies that it will obtain the consumer's written instructions prior to accessing any questions based on alternate source data. Customer further certifies that it will not use the Alternate Source Data with the FCRA or GLB regulated services provided hereunder for the granting of or denial of credit or any other FCRA permissible purpose. **Further, when using Alternate Source Data with FCRA regulated services,** Customer certifies that it will obtain and use the consumer's written instructions as Customer's sole permissible purpose under the FCRA.

USE OF SERVICES FOR COMPLIANCE. *In the event that Customer uses the services for compliance with any law, regulation or similar requirement applicable to Customer,* including without limitation the Red Flags Rules under the Fair and Accurate Credit Transactions Act or the regulations pursuant to the Office of Foreign Assets Control ("Credit Transactions Act"), Customer shall be solely responsible for such compliance, including without limitation the sufficiency of the services for such purpose and any and all selection of criteria or attributes used in the services. In addition to all other disclaimers in this Amendment and other applicable schedules or supplements, Experian Health hereby expressly disclaims any express or implied warranty or other assurance that Customer's use of the services will be sufficient to comply with the Credit Transactions Act, whether or not Experian Health has been apprised of such use. Experian Health shall not be deemed to have rendered to Customer any legal or other advice, including with respect to Customer's selection of criteria or attributes. Customer warrants that it will use the services in compliance with the Credit Transactions Act. Customer shall defend and indemnify Experian Health and/or its affiliates for any and all liabilities, costs and expenses and/or damages incurred by Experian Health and/or its affiliates resulting from any noncompliance with the Credit Transactions Act by Customer.

DEPERSONALIZED (CODED) DATA/HISTORICAL VALIDATION. Depersonalized data ("Depersonalized Data") means certain data about consumers possessed by Experian Health and retained for modeling and research purposes which has consumers' identifying information coded or masked. Upon Customer's request, Experian Health will provide the Depersonalized Data that may also include a record identifier. Customer certifies to Experian Health that Customer has no known ability to, and will not seek to (a) link the Depersonalized Data or record identifier to the individual identity of the consumer, including but not limited to, name, address, social security number, or customer account number, whose credit data is contained in or used to prepare the services, or (b) otherwise identify the individual identity of the consumer whose credit data is contained in or used to prepare the Depersonalized Data.

FCRA USE CERTIFICATION – PRECISE ID. Customer shall request and use Precise ID strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), and shall comply with all requirements of the FCRA applicable to it. Without limiting the foregoing, *Customer certifies that Customer will request and use Precise ID solely when Customer has written instructions (substantially similar to those set forth in Exhibit B) or a legitimate business need for the information in connection with a business transaction that is initiated by a consumer to whom such credit information relates.* Should Customer choose to modify its intended use of Precise ID (as certified by Customer in the service application submitted to Experian Health), Customer shall provide Experian Health with a letter that updates or amends Customer's permissible purpose statement, which shall be subject to Experian Health's review and approval prior to such change being implemented.

NOTICE TO USERS OF CONSUMER REPORTS. Customer has read and acknowledged the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" which explains Customer's obligations under the FCRA as a user of consumer report information. The terms of such notice are incorporated into the Agreement and are located at <http://www.experian.com/assets/healthcare/fcra-notice-to-consumers-112612.pdf>.

CREDIT REPORT INQUIRIES. Customer understands and agrees that inquiries may appear on a consumer's credit report resulting from Customer's use of the Information Services and a consumer reviewing his or her credit report may contact Customer directly regarding the reason the credit report was accessed. Except as permitted or required by law, Customer will not disclose the results of the Information Services to the consumer who is the subject of the report or to any third party but will refer the consumer to Experian Health.

TEST DATA. Experian will provide Customer access to Experian's STARSM database or other test databases (any such data, the "Test Data") for the purpose of allowing Customer to run queries on a set of test data to evaluate the performance of Precise ID product. Customer agrees at all times to treat the Test Data as confidential information, to use the Test Data solely for the above-referenced purpose, and to disclose Test Data only to those of the Customer's employees, directors, representatives and agents who need access to such Test Data and no other persons or entities. Test Data shall remain the sole and exclusive property of Experian. The Customer shall secure the Test Data in a manner compliant with the Safeguards Rule of the Federal Trade Commission, to the same extent as any other "nonpublic personal information" pursuant to such rule.

GRAMM-LEACH BLILEY ACT

PRECISE ID - ACCEPTABLE USE CERTIFICATION. Customer certifies to Experian Health that Customer has determined that its use of Precise ID is pursuant to the exception under the Gramm-Leach-Bliley Act, 15 U.S.C.A., Section 6801 et. seq. (2000) ("GLB Act"), **to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.**

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 this Amendment, upon thirty (30) days prior written notice to Customer. Customer will be responsible for assuring full 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") attached hereto as Schedule A is incorporated herein by reference and made a part of this Amendment.

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

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

Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains in full force and effect. This Amendment may be executed by digital or electronic 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 ARROWHEAD
REGIONAL MEDICAL CENTER**

Signed By: 

Signed By: 

Print Name: Jeff Corley

Print Name: Curt Hagman

Title: Senior Director - Operations

Title: Chairman, Board of Supervisors

Date: Jan 5, 2021

Date: FEB 09 2021

**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**



EXHIBIT A
FACILITY LIST AND ADMINISTRATION

Primary Facility Information

Name: County of San Bernardino on Behalf of Arrowhead Regional Medical Center

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

NPI #: 1043380330

Tax ID#: 95-6002748

Tax Exempt: Yes

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

Facility Main Phone Number:

Company Website:

Type of Ownership: Partnership ☐ Sole Owner ☐ Nonprofit ☐ Corporation ☐ LLC ☐

Years in Business:

Contact Information

Product Admin./Superuser

Contact: Joy Davis

Phone: 9097770729

Email: davisjoyf@amc.sbcounty.gov

Onboarding/Implementation

Contact: Joy Davis

Phone: 9097770729

Email: davisjoyf@amc.sbcounty.gov

Billing

Contact: Joy Davis

Phone: 9097770729

Email: davisjoyf@amc.sbcounty.gov

Training

Contact: Joy Davis

Phone: 9097770729

Email: davisjoyf@amc.sbcounty.gov

Equipment Shipping & Billing Information

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

Contact:

Phone:

Email:

Address:

EXHIBIT B
PRECISE ID
WRITTEN INSTRUCTIONS

A. FCRA Compliance–Written Instructions. Customer shall substantially comply with the following web site requirements:

- (1) Customer will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "NEXT" button following such notice constitutes written instructions to the Customer under the FCRA. Customer agrees that the notice provided by Customer will be substantially as follows:

"You understand that by clicking on the NEXT button immediately following this notice, you are providing 'written instructions' to (*Your organization*) under the Fair Credit Reporting Act authorizing (*Your organization*) to obtain information from your personal credit profile or other information from (Vendor). You authorize (*Your organization*) to obtain such information solely to verify your identity."

- (2) The "NEXT" button must immediately follow the notice provided for above. The notice and "NEXT" button must be separate from any other notice or message contained on the web site.
- (3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.
- (4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
- (5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
- (6) The record of the consumer's 'written instruction' by clicking "NEXT" must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.

B. Written Instructions by Telephone. If Customer is obtaining "written instructions" over the telephone, Customer shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

- (1) Customer will ask each consumer to confirm his or her consent to access such person's credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize Customer to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";
- (2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and
- (3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Customer in a form that is capable of being accurately reproduced for later reference by the parties.



Service Application

Date of Application: _____

GENERAL COMPANY INFORMATION

Company Name: County of San Bernardino on Behalf of Arrowhead Regional Medical Center

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

Facility Main Phone (Front Desk): _____ Company Website: _____ Compliance Contact: _____

Ownership Type: Partnership ☐ Sole Owner ☐ Nonprofit ☐ Corporation ☐ LLC ☐
(Indicate one)

Years in Business: _____

Do you have any other company name(s) or DBA? Yes ☐ No ☐ If Yes, please list: _____

PERMISSIBLE PURPOSE/APPROPRIATE USE

Please initial the specific purpose for which Experian Health product information will be used. (What will you do with the information obtained?)

Legitimate Business Need _____ (Credit Reporting and Scoring, Financial Assistance Screening, PayNav or Propensity to Pay, Patient Financial Clearance)

Written Consent  (Precise ID) Collections _____ (Collection Optimization Products Only)

NOTE: Please put your initials next to the specific purpose that accurately reflects your intentions for use of the Experian Health products.

SITE VISIT INFORMATION

In order to complete the Permissible Purpose process, Experian Health may require a site visit to be completed at the transaction location. This step requires one individual of your facility to take 15-20 minutes of their time to be available for a review of your facility. This will ensure that everything is in place to approve Permissible Purpose for your organization. Please complete the appropriate person and address as indicated below.

Site Visit Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

Site Visit Location:

Address: _____

IP ADDRESS RANGE

Please provide the specific IP Address ranges which will require access to the requested services (This section is only applicable for clients purchasing Collections Optimization or the Patient Financial Clearance product solutions).

Beginning IP Address Range: _____ to Ending IP Address Range: _____

BILLING INFORMATION

Name: _____ Title: _____

Email Address: _____ Phone: _____ Fax: _____

Address: _____

If this application involves Company's use of consumer credit products, then the following shall apply:

I have read and understand the "FCRA Requirements" notice and Experian Health's "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that the company will use the Experian Health product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. The company will not sell the information to any consumer directly or indirectly. I understand that if the company systems are used improperly by Company personnel, or if access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of the company, the company may be held responsible for financial losses, fees, or monetary charges that may be incurred and that the company access privileges may be terminated.

I certify that I have read the above statements and all information provided is accurate.

County of San Bernardino on Behalf of Arrowhead Regional

Medical Center

Company Name

DBA (If Applicable)

X

Authorized Signature

Company Name

Chairman, Board of Supervisors

Title

Curt Hagman

Type or Print Name of Authorized Signer

EXHIBIT C

Payment Fusion Platform Terms and Conditions

These Terms and Conditions, as well as the terms set forth in the Amended and Restated Master Customer Agreement dated November 5, 2019 constitute the agreement ("Agreement") between Axia Technologies, LLC (doing business as AxiaMed) ("Platform Provider") and the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Customer"). For adequate consideration, the receipt of which is hereby acknowledged, Platform Provider and Customer, intending to be legally bound, mutually agree to the following terms and conditions:

1. Definitions. Certain capitalized terms shall have the meanings set forth below:

1.1 **"Association Rules"** means the procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, and/or various other payment networks, NACHA and the settlement/sponsor bank, PCI and the PA-DSS, as applicable.

1.2 **"Authorized Users"** means persons or entities that are authorized by Customer to access and use the Services.

1.3 **"Control Center"** means the cloud-based payment device management solution owned and operated by Platform Provider, which may be provided to Customer pursuant to the Sales Agreement.

1.4 **"Documentation"** means the written materials provided to Customer from time to time, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other documentation related or assist or describe the Services and/or the Products provided by Platform Provider, including without limitation the PIM for Customer's use with the Validated P2PE Solution.

1.5 **"Engagement Hardware"** means the applicable Platform Provider hardware distributed by Platform Provider and certified for use with the Services and used by Customer to enable the use of certain of the Services.

1.6 **"Gateway Services"** means the transaction processing services including the transmission, acceptance, and authorization of credit, debit ACH and other transactions on behalf of Customer to a payment processing network through the Axia ePay Gateway, another gateway provided by Platform Provider and, as applicable, the Payment Fusion Platform.

1.7 **"Payment Fusion Platform"** means the cloud-based payment solution owned and maintained by Platform Provider including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a Customer, a software solution utilized by a Customer as well as the consumers of the goods and/or services provided by the Customer.

1.8 **"PIM"** means the Validated P2PE Instruction Manual as published by Platform Provider, as may be amended from time to time.

1.9 **"Product(s)"** means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to Customer under this Agreement. Each Product selected by Customer and the pricing related thereto shall be set forth on the Sales Agreement.

1.10 **"Sales Agreement"** means the Amended and Restated Master Customer Agreement dated November 5, 2019 executed between the parties.

1.11 **"Services"** means the select Gateway Services and the other selected services provided by Platform Provider through the Payment Fusion Platform to Customer as expressly indicated on the Sales Agreement, which may include Control Center and Validated P2PE.

1.12 **"Software"** means the software programs, including without limitation the software related to the Gateway Services and Payment Fusion as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Agreement.

1.13 **"Validated P2PE Solution"** means a PCI-validated Point to Point Encryption Solution provided by Platform Provider and its subcontractors as an optional service hereunder.

2. Use of Services and Products.

Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Customer and its Authorized Users may access and use the Services and the Products. Platform Provider shall use commercially reasonable efforts to provide the Services to Customer and its Authorized Users. Services shall be provided consistent with generally accepted industry standards. Access and use of the Services are permitted by Platform Provider solely for Customer's internal use and benefit. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. Platform Provider may, in its discretion from time to time, without liability to Customer, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and Platform Provider provides reasonable notice to Customer prior to the occurrence of any such event.

3. Documentation.

Platform Provider shall provide Customer access to electronic versions of any applicable Documentation that Platform Provider makes generally available to its customers of the same Services and Products. Customer may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by Customer, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. Customer Responsibilities.

4.1 Customer agrees to use the Products and Services in accordance with applicable federal, state and local laws, policies procedures and judicial requirements ("Applicable Law"), the Association Rules and the Documentation provided by Platform Provider.

4.2 Customer is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. Platform Provider is not responsible for inability to perform Services due to Customer's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

4.3 Customer shall not transmit, store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties, including the right to communicate with Authorized User by electronic communication. PLATFORM PROVIDER IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CUSTOMERS' OR AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS.

4.4 Customer understands that Customer may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single Merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant or MID may result in additional fees and charges or the revocation of the service license and termination of this Agreement. This service license is transferable and may be sold, traded, assumed or otherwise transferred to other individual or entity with the express written consent of Platform Provider.

4.5 Customer shall comply with all requirements related to the Validated P2PE Solution provided in the PIM at all times, as well as any and all related to validated P2PE set forth in the Association Rules. Customer fully acknowledges that it is responsible for maintaining their own compliance in order to take advantage of the benefits of the Validated P2PE Solution. Customer shall maintain custody of all Engagement Hardware that is part of the Validated P2PE Solution, and shall immediately notify Platform Provider in the event that any such Engagement Hardware is lost or stolen, or otherwise compromised.

4.6 Customer shall at no time allow any person other than its own officers, directors or employees to access Control Center at any time, and shall ensure that any use of Control Center shall be consistent with the Documentation, in furtherance of the purposes hereunder, shall not endanger the security of the Payment Fusion system nor cause any harm to Platform Provider or its clients. Customer shall at no time resell any portion of Control Center.

5. Authorized Users.

Customer shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the Applicable Laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. Customer shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. Platform Provider may disable an Authorized User's access to the Services at any time in its sole discretion if Platform Provider has reason to believe that such Authorized User poses a security risk. Customer is responsible for designating user IDs and passwords for any and all Authorized Users. Customer agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Platform Provider immediately if access to such information is, or is thought to have been, released to any unauthorized party. Customer agrees not to allow multiple users to access the Software using a common account or user credentials. Security control of Platform Provider-assigned user ID's and passwords are the sole responsibility of Customer and Platform Provider shall not be held responsible in any way for any breach in system security as a result of Customer's actions or inactions.

6. User IDs.

Customer is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Agreement whether or not such activities have been authorized by Customer. Customer shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Services as contemplated by this Agreement, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Platform Provider immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software.

7. Payment Terms.

Customer shall pay the fees for the Products and Services as set forth in the Sales Agreement.

8. Taxes.

The fees and amounts specified to be payable by Customer hereunder do not include any sales, use, excise, value added, utility or other similar tax or charge which may be or hereafter become applicable to the Services provided hereunder. Customer is responsible for payment of any and all such taxes, including any SAAS or software taxes, and shall fully indemnify Platform Provider hereunder for any such taxes..

9. Products.

At no time shall Customer utilize the Products or Services in any manner not consistent with Documentation or the terms herein, and shall not attempt to physically open any Engagement Hardware in any way. Customer shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, Customer will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. Platform Provider shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. Customer shall be responsible for the purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between Customer and the device manufacturer as administered by the manufacturer. Platform Provider does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to Customer upon shipment. Customer shall be responsible for all costs of insurance, taxes, storage, and transportation. Platform Provider assigns to Customer any third party warranties and indemnities for the Engagement Hardware. Customer's sole and exclusive remedy for the breach of any such third party obligations shall be against the applicable third party manufacturer or vendor, and not against Platform Provider.

10. Telecommunications; Internet access

For the avoidance of doubt, Platform Provider does not provide telecommunication or other wireless or internet services. Customer is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of Customer's systems and access to the Services. Customer agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with Applicable Laws. Platform Provider makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third party telecommunication or any wireless or internet provider. Platform Provider shall not be responsible or liable for any failure for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, infrastructure or Services.

11. Improper Use

Failure to comply with the terms of this Agreement or the Documentation may result in damage to the Products. Platform Provider shall have no liability for damage or any losses to the extent that it resulted from Customer's gross negligence or willful misconduct or failure to comply with the terms of this Agreement, the Documentation, or any other written instructions provided by Platform Provider to Customer.

12. Ownership.

Nothing herein shall be deemed to grant to Customer or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of Platform Provider (collectively, the "**Platform Provider Materials**"). Platform Provider expressly reserves all rights to the Platform Provider Materials not specifically granted herein. Customer shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than Customer's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

13. Confidential Data.

The Products and Services enable Customer to transmit, store, and receive certain information relating to financial transactions for Customer and its Authorized Users (the "Services Data"). The Services Data will include confidential information of Customer's Authorized Users. Applicable Law, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of Customers and persons acting on their behalf to make use of the Services or to transmit certain information to third parties. Customer represents and warrants that it will, at all times during the term of this Agreement and thereafter, comply with all Applicable Laws that are directly or indirectly applicable to that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be Customer's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such Applicable Laws. Customer, at all times during the term of this Agreement and thereafter, shall be solely responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services. Customer agrees that Platform Provider and all other persons or entities involved in the operation of Services, have the right to monitor, retrieve, store and use Services Data in connection with the operation of the Services, and are acting on behalf of Customer in transmitting Data, and Platform Provider disclaims any obligations related to such Services Data. PLATFORM PROVIDER IS NOT LIABLE OR RESPONSIBLE FOR ANY CUSTOMER ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CUSTOMER'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED.

14. Equitable Relief.

The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

15. Warranties and Disclaimers.

Subject to the limitations of this section and Sections 16 and 17 hereof and subject to such limitations as are expressly provided elsewhere in this Agreement, Platform Provider represents and warrants that Platform Provider has the legal right to perform the Services and provide Products to Customer and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event Customer believes Platform Provider has breached the warranty in the foregoing sentence, Customer shall promptly notify Platform Provider thereof including information necessary to allow Platform Provider to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS," WITH ALL FAULTS BASIS. PLATFORM PROVIDER 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 EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PLATFORM PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PLATFORM PROVIDER FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, Platform Provider makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. Platform Provider shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by Applicable Law, some or all of the exclusions or limitations above may not apply.

16. Exclusion of Damages.

IN NO EVENT SHALL PLATFORM PROVIDER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PLATFORM PROVIDER OR ANY THIRD PARTY SOFTWARE PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by Applicable Law, some or all of the exclusions above may not apply.

17. Limitations of Liability

EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CUSTOMER EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PLATFORM PROVIDER ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, THE SERVICES OR THE PAYMENT FUSION PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PLATFORM PROVIDER, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS AGREEMENT, PLATFORM PROVIDER HAS ANY LIABILITY TO CUSTOMER FOR ANY LOSS, HARM OR DAMAGE, AND EXCEPT AS TO ANY CLAIMS BASED ON INDEMNIFICATION, THE PARTIES AGREE THAT PLATFORM PROVIDER'S LIABILITY TO CUSTOMER OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE GREATER OF ONE MILLION DOLLARS (\$1 MILLION) OR FIVE TIMES THE TOTAL AMOUNT PAID BY CUSTOMER AND RECEIVED BY PLATFORM PROVIDER SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE TWELVE (12 MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. CUSTOMER ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PLATFORM PROVIDER WOULD NOT PROVIDE THE SERVICES TO CUSTOMER. IN NO EVENT SHALL PLATFORM PROVIDER BE LIABLE FOR CUSTOMER'S NON-COMPLIANCE WITH THE ASSOCIATION RULES.

18. Indemnification.

Platform Provider shall defend, indemnify, and hold harmless Customer and its Affiliates, officers, directors and employees harmless from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. Customer shall give Platform Provider prompt notice of any such claim, shall cooperate fully with Platform Provider in its defense of the claim, and Platform Provider shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, Axia's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options are commercially reasonable in Axia's sole discretion, Platform Provider shall have the right to terminate this Agreement without further obligation and shall return to Customer any prepaid fees for Services not yet rendered. Platform Provider shall have no obligation to defend or indemnify Customer for any claim arising from Customer's use of the Services inconsistent with its Documentation or in combination with any software not provided or approved by Platform Provider.

19. Term

This Agreement shall be effective on the Effective Date and run concurrently with the Sales Agreement. Either party may terminate this Agreement immediately upon written notice to the other if the other party (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice thereof, or (ii) becomes or is declared insolvent or bankrupt, commits an act of bankruptcy, or is subject to any proceeding in bankruptcy, receivership, liquidation or insolvency. Platform Provider shall have the right to terminate this agreement for any or no reason at any time.

20. Effect of Termination

Upon termination or cancellation: (a) all rights granted hereunder shall terminate and Customer must immediately cease using the Services and accessing the Software for any purpose, including without limitation access to Control Center; (b) Customer shall de-install and destroy all copies of Software (including any Documentation) in its possession or under its control; and (c) Customer shall immediately pay to Platform Provider for all amounts due through the effective date of termination or cancellation as well as the amounts due, which Customer would be expected to pay, for the remaining portion of the Term, based on the average fees paid in the previous six (6) full months of active processing. If Customer has been using Services for less than six (6) months then the average will be taken from the number of full active months that Customer has been using Services.

21. Survival.

Termination of this Agreement shall not affect the respective rights and responsibilities of the Parties to the extent that they arose prior to such termination.

22. Assignment.

Neither this Agreement, nor any of the rights or duties set forth herein, may be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns.

23. Independent Contractors.

The Parties are independent contractors. This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever and neither shall have the right, power or authority to create any obligation or responsibility on behalf of the other. Each party shall be fully liable for the acts and omissions of their employees, subcontractors, and agents hereunder.

24. Force Majeure.

Third Party Dependencies. Platform Provider shall not be in breach of this Agreement to the extent nonperformance is due to causes beyond the control and without the gross negligence or willful misconduct of Platform Provider. Such causes may include, but are not restricted to, acts of God, acts of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, terrorism, network or communications events, or strikes (each, a "**Force Majeure Event**"). Customer acknowledges that the Services and Products herein are provided by Platform Provider in conjunction with various unaffiliated third parties, and Platform Provider shall not be in breach of this Agreement to the extent nonperformance is due to any act or omission of such unaffiliated third parties, such as AWS, the USA ePay gateway, encryption/decryption facilities or others.

25. Customer Indemnification.

Customer will indemnify, defend and hold harmless Platform Provider, any subcontractor of Platform Provider, and any service provider related to the Products and Services and their respective officers, directors, agents, and employees, against all liabilities, damages, costs, expenses (including attorneys' fees), claims, losses arising from or related to (1) breach of the terms of this Agreement or the Documents, (2) unauthorized or unlawful use of

the Services, (3) the unauthorized or unlawful use of the Services by any unauthorized person, (4) any inaccurate or incomplete data provided to Platform Provider in the performance of Services, or (5) any negligence or willful misconduct by Customer, Authorized Users, or their respective agents, officers, directors or employees.

26. Governing Law; Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict of laws provisions.

27. Notices

All notices required or permitted under this Agreement shall be in writing and delivered via an internationally recognized overnight courier (for next business day delivery, receipt requested), or certified mail (return receipt requested), or in person to the other party at its address(es) set forth herein, or to such other address as either party may designate subsequently in writing, and shall be deemed effective upon receipt.

28. Entire Agreement; Amendment.

The Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement may be amended by Platform Provider at any time upon written or electronic notice to Customer of not less than ten (10) days prior to the effective date of such amendment.

29. Rights Cumulative; Waiver

All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. The failure by either party to enforce any term of this Agreement shall not be deemed to be a waiver of future enforcement of that or any other term of this Agreement.

30. Counterparts.

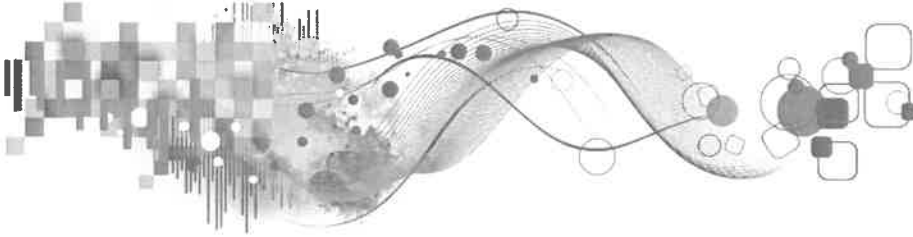
This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to constitute an original, but which together shall constitute one and the same instrument.

31. Severability

In the event that any provision hereof is prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or unenforceability of such provision in any other jurisdiction.

SCHEDULE A
STATEMENT OF WORK

(attached)



County of San Bernardino on Behalf of Arrowhead Regional Medical Center **December 21, 2020**

Experian Health

Statement of Work for County of San Bernardino on Behalf of Arrowhead Regional Medical Center

In preparation for implementing Experian Health revenue cycle solutions at County of San Bernardino on Behalf of Arrowhead Regional Medical Center locations set forth in Section 2 herein this Statement of Work ("SOW") will outline project goals, process, resources and commitment needed from 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
Epic External Payment Page	Patient Engagement
Precise ID via CrossCore	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 (5) 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. 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
County of San Bernardino on Behalf of Arrowhead Regional Medical Center	419508	

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

Experian Health implementations utilize the following governance structure or equivalent:

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

Implementation Team – Roles and Responsibilities

Both parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. 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 (2) Products will be installed, a customer Project Manager must be assigned.

Customer

Title	Job Description
Executive Sponsor	Key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness - serves as a champion for the implementation in 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
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build
Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.
Trainer	If applicable

Customer and Experian Health Resource Requirements

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

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

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

3.5. Implementation - Experian Health will:

- 3.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.

- 3.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide customer in translating their business requirements into Product-related decisions and settings.
- 3.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
- 3.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this document.
- 3.5.5. Provide support and direction to customer in preparation for "Go-Live" (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this document. Experian Health will support the event as specified in the Implementation Workplan and will work with customer to facilitate transition to Support at the end of the event. Additionally, Experian Health and customer will work together to complete the following:
 - Cutover strategy.
 - Go-Live plan.
 - Site readiness/change management plan.
- 3.5.6. Train Customer on the 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 Section 8 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**

- 4. **Planning**

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

- 5. **Connectivity**

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

- 6. **Build**

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

- 6.1. Product Build is outlined in the product-specific section of this SOW.
- 6.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the product-specific sections of this 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.

- 7.1. User Acceptance Testing (UAT) preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), customer-provided centralized testing space, Customer testing resources for the duration of UAT.
- 7.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend end-user training.
- 7.3. User Acceptance Testing duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.
- 7.4. Specific testing requirements per product are included in the product-specific section of this SOW.
- 7.5. Customer is allotted test transactions that total no more than 10% of total annual encounter volume outlined in Section 2. Transactions that exceed this threshold shall be invoiced to Customer.
- 7.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

8. Training

A. Experian Health will collaborate with customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health 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 Relationship Manager who will be working with Customer long-term.
 - The Implementation team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.
- 11.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.
- 11.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.
- 11.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.
- 11.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

PaymentSafe® - Epic External Payment Page		
Functionality:	Accepts credit card and ACH payments. Posts back payments to Epic in real time. Processor agnostic. PCI compliance certified by 3rd party.	
Standard Implementation Timeline:	3 weeks.	
Key Deliverables:	1 Instance of a hosted payment page per Epic specifications. URL to client specific Epic Interconnect server. Credentials (username/password) needed when communicating with Epic Interconnect server. IP Addresses that will be accessing the External Payment Page.	
Testing:	Extensive full-cycle file and payment testing is needed with Customer's payment merchant, Experian Health Implementation Consultant and Customer's organization.	
Training:		
Go-Live:	A credit card payment can be sent to a processor, and the client can then receive from the processor an approval or decline and a refund and/or void can be issued to the transaction.	
Project Team Role	Type	Description

Precise ID® via CrossCore/Epic 2018

	Validation - Identity authentication leveraging knowledge-based authentication (KBA).		
Functionality:	Verification - confidence that the presenter of the identity data is who they claim to be.		
	6 weeks plus vetting time. Because a product with FCRA-regulated data is included in scope, Customer will need to fill out the Membership Application and go through vetting with Experian's Customer Care team to ensure that the requisite Permissible Purpose is certified for such Products. Vetting must be finalized prior to implementation and is a dependency for moving into the build phase. SLA for vetting process is 5 days. Direct Integrations vs. Epic Integrations: • Epic myChart integration: applicable for versions 2018 and beyond; Clients will leverage development work completed by Epic and will configure MyChart settings for "Self-Sign Up"; no additional development work is required. • Direct Integration to Experian will require client to code APIs to Experian for data exchanges. The timeline will increase dependent on client resources and allocation to this effort.		
Standard Implementation Timeline:	Submission of completed Precise ID® via CrossCore configuration form.		
	Testing procedures.		
Key Deliverables:	Final form for review and customer sign off.		
	Customer will test in collaboration with Experian once the build is complete. Testing will be conducted on the Precise ID® test platform utilizing Experian Test Data and use cases.		
Testing:	Experian Implementation Specialist will be available to guide and answer any questions during the UAT period. The duration of UAT is driven by the customer.		
Training:			
Go-Live:	Confirmed live upon first successful transaction on product system.		
Project Team Role		Type	Description
Developer		Customer	Develop API calls from client endpoint to Experian
Epic Consultant		Customer	Epic system subject matter expert/liaison
Network/Desktop Admin		Customer	Configuration of connectivity and deployment of application.
IT Analysts		Customer	Assist in providing necessary documents and HIS specific configuration. Ability to install certificates and/or assist with network configurations.

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.