

REQUISITION# 6457533CONTRACT# PSC-2017-0500
PO 1955453Oregon Health and Science University
PROFESSIONAL SERVICES CONTRACT

This Contract is between Oregon Health & Science University, an Oregon statutory public corporation having its principal place of business at 3181 SW Sam Jackson Park Rd.; Portland, OR 97239-3011 ("OHSU"), and **Forum One, a Delaware Corporation** having its principal place of business at **2200 Mt. Vernon Ave., Alexandria, VA 22301** ("Contractor"). OHSU and the State of Washington, acting by and through the Office of Financial Management ("OFM") are parties to a contract dated effective 10/5/16 (the "Prime Contract"), pursuant to which OHSU has been engaged to perform certain services relating to the implementation and ongoing operation of the Washington All Payer Health Care Claims Database. OHSU desires to engage Contractor as a subcontractor to perform certain services that OHSU is obligated to perform under the Prime Contract and Contractor is willing to perform such services for OHSU on the terms and conditions set forth in this Contract. The parties agree as follows:

OHSU shall pay Contractor a sum not to exceed **\$885,000**, which includes all travel, administrative, or other expenses. The rate of pay shall be \$ \$885,000 (which is: hourly flat fee other _____). Payment shall be made in accordance with Section 2 below.

Contractor agrees to perform between 10/24/16 and 10/4/2021 ("Term"), inclusive, the following professional services:

Scope of Work ("Services"):

HIPAA COMPLIANCE /VPN ACCESS (MANDATORY – MUST BE COMPLETED BY THE OHSU DEPARTMENT)

Please check the appropriate box:

Contractor **will not** OR **will** **receive or have access to Protected Health Information (PHI) to provide Services.**
(PHI is individually identifiable health information that is transmitted or maintained in any form, whether oral, electronic or paper. See 45 CFR 164.501.)

If Contractor will have access to PHI, Contractor will be considered a Business Associate for purposes of this Contract.

Contractor **will not** OR **will** **require remote access to OHSU Network to provide Services.**

If Contractor will have access to OHSU Network, a Contract for Remote Access to OHSU Network is required.

The following attachments are incorporated by this reference and made a part of this Contract:

Attachment A; SOW Attachment B; Flow Down Provisions Other Attachments; _____, Title

This Contract and all of the attachments, exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision in this Contract.

INSURANCE: The minimum limit is \$ 1,000,000.00. Type required: CGL AUTO Professional

OHSU Department Contact (PLEASE COMPLETE ALL CONTACT INFORMATION):

Name: Marissa Hoover	Department: Center For Health System Effectiveness	Phone: 971.678.8427	Fax:	Mail Code: MDYCH SE
E-mail Address: hooverm@ohsu.edu	Supervising Representative Name: Bruce Goldberg			

For good and valuable consideration, the Parties agree as follows:

1. Services.

1.1 Contractor shall perform the services set out in the Statement of Work above (the "Services") in accordance with the terms and conditions of this Contract and in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services;

1.2 This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not an employee of OHSU for any purpose. Contractor shall be responsible for compliance with all federal, state and local laws, ordinances, regulations and orders that are applicable to this Contract and Contractor's performance hereunder (« Applicable Laws ») related to its employees and agents. Contractor will retain sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities hereunder.

2. Payment and Billing; Taxes.

Revised and Approved by Legal Counsel: December 15, 2015

2.1 OHSU will not pay any amount in excess of the maximum compensation amount set forth on the face of this Contract. Any increase to the maximum compensation must be authorized through a written amendment signed by authorized representatives of OHSU and Contractor before Contractor performs any service subject to the amendment. OHSU shall reimburse for expenses only as expressly provided on the face of the Contract.

2.2 Contractor shall submit invoices for the Services performed under this Contract which shall: (i) describe with particularity all Services performed and by whom performed, and (ii) itemize and explain all expenses for which reimbursement is payable. The invoices shall: (i) include the total amounts (services and expenses shall be listed separately) billed to date by Contractor prior to the current invoice.

2.3 Contractor shall not be compensated for Services from any OHSU department other than the Department.

2.4 Unless otherwise expressly provided for in this Contract, payment shall be made after completion of Services. Contractor shall submit invoices to the Department. OHSU payment terms are net thirty (30) from the date of invoice. Contractor may not charge OHSU interest on an overdue payment unless the payment is at least forty-five (45) days overdue. Interest payable may not exceed two-thirds of one percent per month on the outstanding balance.

2.5 Payments made by OHSU are subject to reduction by any withholding required under Applicable Law.

2.6 OHSU will not be liable for any taxes accruing or coming due as a result of this Contract, whether federal, state or local, and Contractor shall be responsible for any such taxes.

3. Representations and Warranties.

3.1 Contractor represents and warrants to OHSU that:

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(a) it is duly organized, validly existing and in good standing under the laws of ~~STATE OF ORGANIZATION/FORMATION;~~

(b) it is duly qualified to do business and is in good standing in the State of Oregon;

(c) it has the full right, power and authority to enter into this Contract, to grant OHSU the rights set forth herein, and to perform its obligations hereunder;

(d) the execution of this Contract by the individual whose signature is set forth at the end of this Contract, and the delivery of this Contract by Contractor have been duly authorized by all necessary action on the part of Contractor and when so delivered (assuming due authorization, execution and delivery by OHSU) constitutes the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;

(e) it is in compliance with all Applicable Laws;

(f) it has obtained all material licenses, authorizations, approvals, consents or permits required by Applicable Laws, including the rules and regulations of all authorities having jurisdiction over the manufacture and sale of the products or the provision of the services to be provided by Contractor under this Contract, and to perform its obligations under this Contract;

(g) neither Contractor, its employees or agents have, with an intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any persons involved in the negotiation of this Contract on behalf of OHSU; (ii) to any OHSU department procuring items or services under this Contract; or (iii) to any persons with authority to enter into this Contract on behalf of OHSU;

(h) Contractor is not an employee of the U.S. government, nor has Contractor been engaged or otherwise compensated by the U.S. government to provide OHSU the products or services that are the subject of this Contract;

(i) Contractor has all of the requisite resources, skill, experience and qualifications to perform all of the services under this Contract in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services;

(j) if transferring Intellectual Property rights, contractor has the full right, power and authority (by ownership, license or otherwise) to use all Intellectual Property embodied in the goods or used in performing the services and embodied in the Deliverables, and to grant OHSU the rights and licenses set forth herein, on the terms and conditions of this Contract;

(k) **Contractor and any subcontractor of Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as**

protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability;

(l) it has confirmed the employment eligibility of any employee involved in the performance of this Contract; and

(m) to the extent this Contract is the result of a request for proposal ("RFP") the representations of Contractor contained in Contractor's RFP response, are true and correct and shall remain true and correct throughout the term of this Contract; and

(n) no person or selling agency has been employed or retain by Contractor to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

3.2 Contractor hereby affirms, under penalty of perjury, that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

3.3 OHSU represents and warrants to Contractor that:

(a) it is a statutory public corporation under the laws of the State of Oregon;

(b) it has the full right, power and authority to enter into this Contract and to perform its obligations hereunder;

(c) the execution of this Contract by the individual whose signature is set forth at the end of this Contract, and the delivery of this Contract by OHSU have been duly authorized by all necessary action on the part of OHSU; and

(d) this Contract has been executed and delivered by OHSU and (assuming due authorization, execution and delivery by Contractor) constitutes the legal, valid and binding obligation of OHSU, enforceable against OHSU in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

4. Work Product.

4.1 Definitions: For purposes of this Contract:

(a) "Work Product" means, excluding the Preexisting Material or Proprietary Information, (as such terms are defined below) the deliverables, data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

(b) "Preexisting Material" means proprietary products, software, methods, devices or the like delivered by the Contractor to fulfill its obligations under this Contract. Preexisting Material does not originate from this Contract but may be incorporated into or be required to properly support deliverables under this Contract. Preexisting Material may be owned by the Contractor or a third party that has given permission for its use hereunder.

(c) "Proprietary Information" means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

4.2 Contractor agrees that the Work Product shall be considered a work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by OFM. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

4.3 If for any reason the Work Product would not technically be considered a work made for hire under applicable law, and when the parties recognize and agree that OFM ownership is intended under this Contract, Contractor assigns and transfers to OFM the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.4 Contractor shall execute all documents and perform such other proper acts as OFM may deem necessary to secure for OFM the rights pursuant to this section.

4.5 Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of OFM. Contractor shall take all reasonable steps necessary to

ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

5. Ownership of Preexisting Material

5.1 Ownership of Preexisting Material shall remain with the Contractor or any third-party owner of such Preexisting Material.

5.2 If Preexisting Materials are incorporated into products or required to support the functionality of deliverables under this Contract, such Preexisting Materials shall be expressly called out in a SOW, and Contractor will include a nonexclusive, royalty-free, irrevocable license for OHSU and OFM to publish, translate, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Prior to entering into any SOW wherein Subcontractor Preexisting Material will be incorporated into the Work Product and an exception to this provision is sought, Contractor shall advise OHSU or its designee of such request for waiver. Further, Contractor shall afford OHSU or its designee an opportunity to negotiate in good faith the terms of such waiver.

5.3 Contractor shall exert all reasonable effort to advise OHSU at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such deliverable which was not produced in the performance of this Contract.

5.4 Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material.

5.5 OHSU shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

5.6 Ownership of data supplied to OHSU or any subcontractor of OHSU, including Contractor, by Data Suppliers as required by chapter 43.371 of the Revised Code of Washington shall not pass to OHSU or Contractor.

6. Default.

6.1 With respect to Contractor "Default" means:

(a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(b) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract, and Contractor has not obtained such license or certificate within 15 calendar days after notice or such longer period as OHSU may specify in such notice; or

(c) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, or fails to perform the services under this Contract within the time specified; and such breach, default or failure is not cured and OHSU has not accepted Contractor's plan for cure of such breach, default or failure, by 15 calendar days after Contractor's receipt of OHSU's notice, or such longer period as OHSU may specify in such notice.

6.2 With respect to OHSU "Default" means:

(a) OHSU fails to remit to Contractor the required payment amounts on or prior to the due date specified in the Contract and does not cure such default within 30 days of written notice from Contractor; or

(b) OHSU institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

6.3 Upon the occurrence of an event of Default, the non-defaulting party may pursue any and all remedies available to it under this Contract and at law or in equity, including (1) the right to terminate this Contract; (2) withholding all monies due for services and products that Contractor has failed to deliver, within any scheduled completion dates, or performed inadequately or defectively; (3) initiation of an action or proceeding for damages, specific performance, or declaratory, injunctive, or other relief; and (4) exercise of its right of setoff. All rights and remedies provided in this Contract are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Contract between the parties or otherwise.

7. Termination

- 7.1 This Contract may be terminated for any reason permitted by law, including the following:
- (a) at any time by mutual consent of both parties;
 - (b) by Contractor upon a Default by OHSU;
 - (c) by OHSU, at its discretion, upon thirty (30) days written notice;
 - (d) by OHSU upon Default by Contractor;
 - (e) by OHSU effective upon written notice to the Contractor or at such later date as may be established by OHSU, if:
 - (i) Federal or state regulations or guidelines are modified or changed in such a way that the services or products are no longer allowable or appropriate for purchase under this Contract;
 - (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the products or services required by this Contract is for any reason denied, revoked, or not renewed; and
 - (iii) funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of products or services.

7.2 Upon receiving a notice of termination issued by OHSU, Contractor shall immediately cease all performance under this Contract, unless expressly directed otherwise by OHSU in the notice of termination. OHSU shall only be liable for payment for services satisfactorily rendered prior to the effective date of termination. Contractor shall be paid in accordance with the terms of the Contract for goods delivered and accepted if Contractor's damages arising out of return of goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060). Upon termination, Contractor shall deliver to OHSU all contract documents, information, works-in-progress, and other property that are or would be deliverables.

7.3 Neither termination nor expiration of the term of this Contract shall extinguish nor prejudice OHSU's rights to enforce this Contract with respect to any default or defect in performance that has not been cured. In addition, the provisions of Sections 8 (Confidentiality), 9 (Access to Records), 12 (Responsibility for Damages; Indemnity), 14 (Claims for Infringement), and 17.4 (Governing Law/Venue).

8. Confidentiality.

8.1 OHSU Confidential Information. Contractor shall safeguard and not disclose confidential information of OHSU including any of the following: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as "OHSU Confidential Information." All Confidential Information is and shall remain the exclusive property of OHSU. Contractor further agrees not to use OHSU Confidential Information except as may be necessary to perform the Services. No license or other rights under any patents, patent applications, copyrights, or any other intellectual property rights are conveyed by the disclosure of Confidential Information by OHSU under this Contract. Upon expiration or termination of this Contract, or otherwise as requested or instructed by OHSU, Contractor will promptly destroy all OHSU Confidential Information that may be in Contractor's possession or control in such a ways as to be completely unrecoverable:

(a) **Electronic Records:** Electronic records shall be rendered unrecoverable using a process so that information on a computing device or electronic media is not retrievable. Processes shall include: (1) physically destroying the drive or media; (2) degaussing the drive to randomize the magnetic domain; (3) overwriting the drive or media's data (simple deletion or formatting does not meet this definition); or (4) taking other action substantially and materially comparable to (1)-(3).

(b) **Paper Records:** Paper records shall be destroyed by shredding, incineration or similar process to render such records unrecoverable.

In the event Contractor is unable to destroy all OHSU Confidential Information, Contractor's obligation to keep such information confidential shall survive termination or expiration of this Contract. If Contractor becomes aware of an incident that compromises the confidentiality of OHSU Confidential Information, Contractor shall notify OHSU promptly by telephone (503-494-8849) and provide all information related to the incident and OHSU Confidential Information as reasonably requested by OHSU. Notwithstanding any limitation on damages or liability contained in this Contract, Contractor shall reimburse OHSU for all direct damages resulting from such incident including, but not limited to, notification of individuals if deemed necessary by OHSU, fines or penalties levied against OHSU for noncompliance with applicable law related to compromised OHSU Confidential Information.

8.2 **Contractor Confidential Information.** OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192). Contractor acknowledges that any information given by Contractor to OHSU, including, without limitation, the pricing, discounts, other terms of the purchase and other terms and conditions of this Contract is a public record and may be subject to disclosure under the Oregon Public Records Law.

Subject to the foregoing and to the exceptions described below, OHSU agrees that it will keep confidential all information of Contractor labeled 'confidential information' or 'proprietary information' unless the information: (a) is or becomes publicly available through no fault of OHSU; (b) is developed or possessed by OHSU prior to, or independent of, disclosure from Contractor; (c) is or becomes available to OHSU on a non-confidential basis from a third-party source that is not bound by a duty of confidentiality known to OHSU; (d) is information that OHSU obtained Contractor's written permission to disclose or use; (e) is disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (f) is disclosed to an employee, agent, consultant or contractor of OHSU (including, without limitation, its legal and accounting advisors), for business, regulatory or financial purposes.

9. **Access to Records.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this Contract in such a manner as to clearly document Contractor's performance hereunder. OHSU and its representatives, and, the federal government and its duly authorized representatives shall have access to such fiscal records and to all other books, documents and records of Contractor which relate to this Contract, to perform examination, and audits and make excerpts and transcripts. Except when a longer retention period is specified in this Contract or required by law, such books and records shall be maintained by Contractor for four (4) years from the date of Contract expiration or termination. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by OHSU.

10. **Federal and State Program Eligibility.** OHSU participates in Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f), and is required to ensure that its contractors are not excluded from participation or otherwise ineligible to participate in a "federal health care program" (as such term is defined in 42 U.S.C. Section 1320a-7b (f)) or from any other government payment program ("Excluded"). Therefore, Contractor represents and warrants to OHSU that neither it nor any of its employees, contractors, board members, or any shareholders (interest 5% or more) (a) are Excluded and (b) have arranged or contracted (by employment or otherwise) with any employee, subcontractor, or agent that Contractor or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event Contractor or one of its employees, contractors, board members, or any shareholders (interest 5% or more) is Excluded during the term of this Contract, Contractor will notify OHSU in writing within three (3) days after such event. Whether or not such notice is given to OHSU, OHSU may, if required by applicable law to retain its eligibility in a Federal health care program or other government payment program or otherwise, (a) terminate this Contract effective as of the date of such exclusion upon written notice to Contractor; or (b) immediately suspend its payment obligations under this contract upon written notice to Contractor, in which case OHSU shall only be liable for payment in accordance with the terms of this Contract for services satisfactorily rendered or goods delivered and accepted prior to the effective date of termination, until Contractor's eligibility is reinstated whereupon this contract shall continue in full force and effect. In the event that Contractor's eligibility is not reinstated within ninety (90) days of the effective date of exclusion or ineligibility, OHSU may terminate this contract.

11. **Assignment; Subcontractors; Successors in Interest.**

11.1 Except as otherwise provided below, Contractor may not assign, subcontract, transfer or delegate any of its rights or obligations under this Contract without the prior written consent of OHSU. Notwithstanding the above, Contractor may, without the consent of OHSU, assign any of its rights or delegate any of its duties under this Contract without any prior consent if such assignment or delegation is to: (a) an Affiliate, as such term is defined below; (b) a successor of Contractor, by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of Contractor's assets. Any assignment pursuant to the preceding sentence shall be effective only upon written notice to OHSU. No assignment or delegation permitted under the terms of this Contract shall relieve the Contractor of any of its obligations under this Contract. Any purported assignment or delegation in violation of this Section is void.

11.2 For purposes of this Contract an "Affiliate" means any corporation, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a party. As used in this Contract, control means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

12. **Responsibility for Damages; Indemnity.**

- 12.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of the Contractor, its subcontractors, or employees.
- 12.2 Contractor agrees to hold harmless and defend with counsel acceptable to OHSU, and indemnify OHSU, its directors, officers, employees and agents from and against any and all liability, damages, settlements, loss, costs, and expenses (including reasonable attorneys' fees) suffered or incurred in connection with any action, suit, or claim, of any kind or nature, whether in contract, tort or otherwise, resulting from or arising out of Contractor's, or its subcontractors, acts, omissions, activities, services or work performed under this Contract.
- 12.3 Contractor shall notify OHSU immediately of: (i) any incident, occurrence, or event that is likely to result in a claim against OHSU and (ii) any claim, suit or other demand for compensation by any third party that relates directly or indirectly to activities or omissions of OHSU under the terms of this Contract. Said notice shall be in writing and directed to the OHSU Department of Risk Management, (3181 SW Sam Jackson Park Road, Mail Code L328, Portland, OR 97239-3092.)
- 12.4 Contractor agrees to cooperate fully with OHSU in the investigation and defense of third party claims brought against OHSU and/or any of its directors, officers, employees and agents as a result of the activities performed under the terms of this Contract. Such cooperation shall include, but not be limited to, making Contractor staff available and providing access to pertinent Contractor records and documentation to allow investigation, evaluation, and defense, except as otherwise prohibited by law.
- 12.5 If Contractor or its insurer undertakes the representation and defense of claims involving OHSU and/or its directors, officers, employees or agents no settlement or other resolution of the claim involving payments to third parties shall be undertaken without prior approval by OHSU Department of Risk Management at the address provided in Section 12.3 above. Such approval shall not be unreasonably withheld.

13. Insurance.

13.1 If marked on the face of the Contract, throughout the Term, Contractor shall maintain in force at its own expense each of the insurances listed below:

- (a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.
- (b) Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- (c) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract. Any self-insured retention or deductible shall not exceed \$25,000 each claim, incident or occurrence.
- (d) Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017.

13.2 The insurance policies described in 13.1 shall be issued by an insurance company with an A.M. Best rating of A or better and authorized to provide coverage in the State of Oregon. If written on a claims made basis, the commercial general and professional liability insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. With the exception of the professional liability and workers compensation policies, OHSU and its officers and employees shall be included as an additional insured in these insurance policies. All self-insured retentions or deductibles above \$25,000 must be disclosed and are subject to approval by OHSU. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the Contractor or its insurer(s) to OHSU.

13.3 Before work under this Contract is commenced, Contractor shall furnish to OHSU acceptable certificates of insurance evidencing insurance coverage required by this Contract. The certificate(s) will specify all of the parties who are additional insureds. Contractor or its insurer(s) shall provide complete policy copies to OHSU within five (5) business days of the request. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance.

14. Claims for Infringement. If any third party intellectual property and license rights are necessary for OHSU to fully enjoy the benefits of this Contract, Contractor shall secure on behalf of OHSU and in its name, a royalty-free license to use the third party intellectual property, and to authorize others to do the same on behalf of OHSU.

Without limiting Section 12, Contractor shall defend, indemnify, and hold OHSU, and their boards, officers, employees and agents harmless from all claims, suits, actions, losses, damages, liabilities, costs, expenses, including attorneys' fees, and damages arising out of or related to any claims that the services, products or any other tangible or intangible items delivered to OHSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the use thereof by OHSU, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party.

15. Dispute Resolution. OHSU and Contractor agree to first enter into negotiations to resolve any failure of the parties to reach agreement on any claim or action arising under or relating to the Contract (in each case a "Dispute") arising under or related to this Contract. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. If the Dispute cannot be resolved by the parties through negotiation within thirty (30) days of the date of the initial demand for negotiation by one of the parties, then either party may seek resolution of the Dispute as otherwise provided in this Contract and by law.

16. HIPAA/Contractor Requirements. If Contractor's performance under this Contract involves or requires the disclosure to or use by Contractor of OHSU's protected health information as defined by the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto ("HIPAA"), then the following provisions apply:

16.1 Contractor agrees to hold all protected health information that may be shared, transferred, maintained, transmitted, or otherwise obtained pursuant to this Contract ("PHI") strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Contractor further agrees to comply with any regulations, standards, or rules promulgated pursuant to the authority of HIPAA, The Health Information Technology for Economic and Clinical Health Act ("HITECH") or the American Recovery and Reinvestment Act of 2009 ("ARRA"), including those provisions listed below. The Contractor or subcontractor of Contractor may use and disclose PHI when necessary for Contractor or subcontractor's proper management and administration (if such use or disclosure is the minimum necessary), or to carry out the Contractor's specific legal responsibilities pursuant to this Contract, or as required by law.

16.2 Specifically, the Contractor agrees as follows: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of PHI including implementing required policies and procedures with respect to PHI and the privacy and security rules pursuant to HIPAA/HITECH or the ARRA; (2) to use appropriate safeguards and comply, where applicable, with 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent use or disclosure of the information other than as provided for by this Contract; (3) to the extent Contractor is to carry out an OHSU obligation under regulations, standards, or rules promulgated pursuant to HIPAA, ARRA or HITECH, comply with the requirements that apply to OHSU in the performance of such obligation; (4) to mitigate, if possible, any harmful effect known to Contractor of a use or disclosure of PHI by Contractor or subcontractor of Contractor; (5) to ensure that any subcontractor of Contractor or agents to whom it provides PHI will agree in writing to substantially similar restrictions and conditions that apply with respect to such information, in the form of a business associate agreement; (6) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from OHSU to the U.S. Department of Health and Human Services or OHSU upon request; (7) to make PHI available for amendment or incorporate any amendments or corrections to PHI when notified by OHSU that the information is inaccurate or incomplete within ten (10) calendar days of request; (8) to return or destroy all PHI received from OHSU that Contractor still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Contract, if feasible or, if not feasible, Contractor agrees to limit any uses of PHI after this Contract's termination or expiration to those specific uses or disclosures that make it necessary for Contractor to retain the information; (9) to continue to comply with the terms of this Section upon termination of this Contract if Contractor retains any PHI provided pursuant to this Contract; (10) to ensure applicable policies are in place for providing the PHI to OHSU to satisfy an individual's request to access their information; (11) to immediately, but in no event later than five (5) calendar days, report to OHSU any acquisition, access, use or disclosure of PHI, including breaches of unsecured PHI, which is not provided for in the Contract by calling OHSU's hotline set up for this purpose at 503-494-8849 and to report unsuccessful security incidents to OHSU upon request; (12) to make PHI available to OHSU within ten (10) calendar days to provide an accounting of disclosures to an individual who is the subject of the information, to the extent required by HIPAA/HITECH or ARRA; (13) not to use or further disclose PHI that has been de-identified as described in 45 CFR 164.514(a)-(b) other than as permitted or required by this Contract or as required by law; (14) to require its employees, officers, directors and agents that create, receive, maintain or transmit PHI on behalf of Contractor to agree to the same restrictions, conditions and requirements that apply through this Contract to Contractor with respect to PHI; (15) within fifteen (15) calendar days of OHSU's request, to make available, PHI in a designated record set, to OHSU or, as directed by OHSU, to an individual or third party designated by the individual in writing in order to meet the requirements under 45 C.F.R. § 164.524; (16) to document disclosures of PHI and information related to such disclosures as would be required for OHSU to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528; (16) to comply with an individual's request for restrictions on use or disclosure of such individual's PHI if OHSU receives and agrees to such a request from an individual in accordance with 45 C.F.R. § 164.522 or as otherwise required by law; (17) to limit the use, disclosure, or request of PHI, to the extent practicable, to the

limited data set or to the minimum necessary (as described in guidance by the secretary of the U.S. Department of Health and Human Services) to accomplish the intended purpose of such use disclosure, or request, respectively; and (18) ensure that electronic PHI that is transmitted or maintained by Contractor or subcontractor of Contractor is encrypted. OHSU shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes affect Contractor's use or disclosure of PHI, and of any restriction to the use or disclosure of PHI that OHSU has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction affects Contractor's use or disclosure of PHI. If at any time after the effective date of this Contract, it is determined that Contractor is in breach of this Section, OHSU, in its sole discretion, may immediately terminate this Agreement. Contractor further agrees to sign any other documents, as appropriate, including but not limited to an additional business associate agreement with OHSU, to maintain compliance with HIPAA, ARRA and HITECH if requested to do so by OHSU.

- 16.3 Notwithstanding any limitation on damages or liability or any indemnification obligations contained in this Contract, Contractor shall indemnify and hold OHSU, its members, directors, officers, employees, agents, and subcontractors ("Indemnified Party") harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach of this Contract, breach of Unsecured PHI, or violation of HIPAA that is caused by the acts or omissions of Contractor or any of its employees, officers, directors, agents or subcontractors. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract for any reason.
- 16.4 Contractor shall maintain in force at its own expense Internet, Network and Privacy liability coverage (or its equivalent) with a minimum limit of not less than \$1,000,000.00 per occurrence and annual aggregate providing protection against liability arising from the loss or disclosure of PHI by Contractor no matter how it occurs. Any subcontractor of Contractor must maintain similar coverage to provide protection against liability arising from the loss or disclosure of PHI by subcontractor no matter how it occurs.
- 16.5 Notwithstanding any limitation on damages or liability contained in the Contract, Contractor shall be responsible for the full cost of all civil and criminal penalties assessed upon Contractor or upon OHSU as a result of the failure of Contractor, its officers, directors, employees, subcontractors or agents to comply with this Contract or any requirement imposed upon Contractor through HIPAA, HITECH or ARRA as amended from time to time, and including any regulations to those laws, as amended from time to time. This obligation shall survive the expiration or termination of this Contract for any reason.
- 16.6 Terms used in this section that are not defined in this Contract shall have the same meaning as those terms in HIPAA and any rules, regulations or standards promulgated thereunder.

17. Miscellaneous

- 17.1 Third Party Beneficiaries. Except as to any person specifically named herein, the parties do not confer any rights or remedies upon any person other than the parties to this Contract and their respective successors and permitted assigns.
- 17.2 Time is of the Essence. Time is of the essence in Contractor's performance of this Contract.
- 17.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) flood, fire, earthquake or explosion; (b) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (c) government order or law; (d) action by any governmental authority; or (e) national or regional emergency. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. Notwithstanding any other termination provision, OHSU may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
- 17.4 Governing Law/Venue. All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any Proceeding out of or relating to this Contract, or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Oregon in each case located in the City of Portland and Multnomah County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of Proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum.
- 17.5 Export Compliance. Contractor shall and shall ensure that its subcontractors, (a) obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance; (b) obtain export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at OHSU, where the foreign person will have access to export-controlled technical data or software; and (c) for all regulatory record keeping requirements associated with the use of licenses and license

exemptions or exceptions.

- 17.6 Publicity. Neither party will use the name, image, trade or service marks, likeness, logos or any other distinguishing feature of the other party or any employee of the other party, without the prior written consent of an authorized representative of the other party.
- 17.7 Contractor Staff and Use of OHSU Facilities and/or OHSU Network. If applicable, Contractor agrees that all Contractor staff performing any Services at any OHSU facility or using any Virtual Private Network (VPN) connection to gain access to OHSU's Network to provide Services shall comply with all applicable OHSU policies, including but not limited to, requirements regarding background and criminal history checks, and complete any training required by OHSU. Contractor shall access only those facilities necessary to perform services under the Contract. All equipment, tools, materials, supplies, and other personal property of Contractor shall remain the sole responsibility of the Contractor at all times.
- 17.8 Parking and Transportation. If Contractor, its agents, employees, or approved subcontractors shall be performing this Contract on OHSU property, Contractor shall contact OHSU's Parking and Transportation Services Department to arrange for proper parking permits and shall be responsible for all fees incurred.
- 17.9 Non-Solicitation. During the term of this Contract and for six (6) months after any termination of this Contract, Contractor will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee of OHSU to terminate their relationship with OHSU; provided, however, that nothing in this Section shall prohibit the use of a general solicitation in a publication or by other means.
- 17.10 Notices. Except as specifically set forth in Sections 8 and 12, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with written confirmation of receipt by addressee) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must include the OHSU contract number, if available, and must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):
- | | |
|-------------------|--------------------------------------|
| If to OHSU: | Oregon Health & Science University |
| Attention: | Department Contact Name |
| Address: | Street Address |
| | Mail Code: |
| | City, State and Zip Code |
| With a copy to: | Oregon Health & Science University |
| Attention: | Contracting Services Group |
| Address: | 3930 SW Macadam Ave. |
| | Mail Code: MC 104 |
| | Portland, OR 97239 |
| If to Contractor: | Forum One |
| Attention: | Jim Cashel |
| Address: | 2101 4 th Ave, Suite 2000 |
| | Seattle, WA 98121 |
| With a copy to: | Name of Law Firm, if applicable |
| Attention: | Contact Name |
| Address: | Street Address |
| | City, State and Zip Code |
- 17.11 Purchasing Authority. Only OHSU Logistics Department employees have the authority to authorize or bind OHSU for any purchase of Contractor's products or services. Contractor shall contact the Logistics Department at OHSU for any sale or purchase of its product(s) or services. OHSU shall not honor Contractor's invoice for an order unless such order was confirmed by the OHSU Logistics Department in writing.
- 17.12 Amendment. Amendments to this contract shall be in writing and signed authorized representatives of both parties.
- 17.13 Diversity. Upon request, Contractor shall provide OHSU with copies of its affirmative action plan, equal opportunity policy, diversity outreach and related documents and data, if any.
- 17.14 Severability. In the event one or more clauses of the Contract are declared illegal, void or unenforceable by a court of competent jurisdiction, the validity of the remaining portions of this Contract shall remain in full force and effect. The failure of

OHSU to enforce any provision of this Contract shall not constitute a waiver by OHSU of that or any other provision.

17.15 OHSU Affiliates: The pricing and discounts contained in this Agreement are for the benefit of OHSU and any entity that directly or indirectly controls, is controlled by, or is under common control or management with OHSU, as well as strategic partners designated by OHSU (OHSU Affiliates”).

17.16 Waiver. No waiver under this Contract is effective unless it is in writing, identified as a waiver to this Contract, and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Contract: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Contract; or (ii) any act, omission or course of dealing between the parties.

17.17 Execution in Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.18 Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or Contracts between Contractor and OHSU with respect to such subject matter are hereby superseded in their entirety. The parties agree that neither party shall be accorded any advantage over the other by reason of being the drafter of any of the language of this Contract.

18. Additional Provisions Related to OFM

18.1 While on OFM's premises, Contractor, its agents, employees or subcontractors shall conform in all respects with physical, fire, or other security measures.

18.2 Upon OFM's written request to confirm OHSU and Contractor's compliance with the Prime Contractor in compliance with OFM rules or OCIO IT security standards, as well as any applicable laws, regulations and industry standards, Contractor grants to OFM, or upon OFM's election, a third party on its behalf, permission to perform, at OFM's expense, an assessment, audit, examination or review of all controls being handled and/or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Confidential Information pursuant to this Contract. In addition, upon OFM's written request Contractor shall provide OFM with the results of any audit by or on behalf of Contractor performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Contract.

18.3 Contractor shall actively assist OHSU in complying with and actively assisting OFM in complying with all federal grant funding requirements that involve OHSU cooperation, to the extent such requirements involve the Services to be provided by Contractor under this Contract.

18.4 Contractor agrees to be bound by the terms in the Prime Contract set forth in Attachment B to this Contract.

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TO BE COMPLETED BY CONTRACTOR

Contractor is a Corporation: I, the undersigned, am authorized to act on behalf of the entity designated below, hereby certify under penalty of perjury that entity is a corporation.

OR

Contractor is Independent: Contractor certifies he/she meets the following standards:

1. Has Contractor ever been employed at OHSU? . **No** **Yes** If yes, please provide dates of employment:
Start Date End Date
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year. **No** **Yes**
3. I represent to the public that the labor or services are to be provided by my independently established business as the following circumstances exist. **(Please check yes or no for each of the following statements and provide the requested information):**

The labor or services I provide are primarily carried out at a location:

No **Yes** that is separate from my residence. Please provide address (if different from the first page):

No **Yes** is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

No **Yes** Commercial advertising or business cards are purchased for my business, or I have a trade association membership. Please attach a business card or proof of trade association membership to this Contract.

No **Yes** The telephone listing used for my business is separate from my personal residence listing. Please provide business telephone number (if different from the first page):

No **Yes** Labor or services I provide are performed pursuant to written contracts. Please provide the names of no less than two contract references below:

- 1.
- 2.

No **Yes** Labor or services I provide are performed for two or more different persons/entities within a period of one year. Please provide the names of no less than two client references below:


- 1.
- 2.

No **Yes** I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

This Contract and subsequent amendments to this Contract will not be effective and no work shall begin until the authorized representatives of both OHSU and Contractor have signed below indicating agreement with the above scope of work and terms & conditions.

Oregon Health & Science University
3181 SW Sam Jackson Park Road
Portland, OR 97239


CONTRACTOR
Address for Notices (if different from above)



OHSU Contract Representative

10/26/16

Date



Typed Name: CHRIS WOZZ
Title: CEO
Date: 10-24-16

Statement of Work
Forum One

Forum One has been contracted with Oregon Health and Science University (OHSU) to assist and provide expertise regarding the website and marketing needs for OHSU’s contract with Washington State’s Office of Financial Management (OFM) on the Washington All-Payers Claim Database (WA-APCD).

The Washington all payer health care claims database (WA-APCD) must improve health care transparency to:

- I. Assist patients, providers, and hospitals to make informed choices about care
- II. Enable providers, hospitals, and communities to improve by benchmarking their performance against that of others by focusing on best practices
- III. Enable purchasers to identify value, build expectations into their purchasing strategy, and reward improvements over time
- IV. Promote competition based on quality and cost

If Washington’s APCD is to empower consumers, providers, and insurance carriers to change how health care is delivered by enabling high-value choices, making information accessible in forms appropriate for these diverse audiences is as critical as having data in hand. To address this formidable challenge, OHSU has selected a web and branding partner that has proven equal to the task: Forum One.

Forum One is a full-service digital agency that works with mission-driven organizations to create the stunning designs, smart messaging, and custom-built technology tools that they need to realize their goals and extend their influence. Forum One provides strategy, design, development, and management services for digital projects involving websites, mobile apps, social media, online discussion forums, and other technologies. Forum One focus on issues of importance, including health, global development, education, and the environment. Forum One has particular expertise in data management and data presentation.

During this contract Forum One shall complete the following tasks and deliverables. The work shall be completed during the October 5, 2016 – February 28, 2019

DELIVERABLES BY PROJECT STAGE					
ity	Goal	Invoice Number	Milestone / Deliverable	Description	Fee
	Create WA-APCD Branding			Create the WA-APCD brand <ul style="list-style-type: none"> • May include logo, tag line, color schemes, etc. • For use with all WA-APCD marketing, outreach, publications, including the WA-APCD website • OFM shall have input and review of the branding 	\$50,000
		1	6-1 #1 Completion of Project Kick-off Meeting	Kickoff meeting held in Olympia involving OFM staff, OHSU, Onpoint, Forum One, and other key project participants. Deliverables include meeting notes and next steps priorities.	\$10,000
		2	6-1 #2 Completion of Brand Strategy Workshop	Brand strategy meeting held in Olympia (or location of OFM choosing). Deliverables include meeting notes and	\$10,000

			next steps priorities.	
	3	6-1 #3 Completion of Discovery Research / Delivery of Brand Strategy	<p>Completion of Discovery Research/Delivery of Brand Strategy- Completion of Brand Discovery Research, resulting in Brand Strategy digital document which will include conceptual language and graphical examples describing what drive users will experience when they visit or interact with any materials or products (i.e. the website) associated with the organization.</p> <p>The completion of discovery research/delivery of brand strategy includes preexisting materials owned by Forum One such as Forum One’s Brand Strategy and Discovery brief template.</p>	\$10,000
	4	6-1 #4 Delivery of Brand Identity (Logo, Colors, Name, Tagline, etc.) / Delivery of Brand Style Guide (and all brand materials)	<p>Delivery of Brand Identity (Logo, Colors, Name, Tagline, etc.) / Delivery of Brand Style Guide (and all brand materials) - Completion of Brand Identity document comprising key branding assets for the initiative: name, tagline, logo, color palette, font selection, and other visual elements. Completion of Brand Style Guide, a digital document directing design, web and content managers for proper implementation of the brand across all elements of the initiative.</p> <p>The delivery of brand identity (Logo, Colors, Name, Tagline, etc.)/ Delivery of brand style guide (and all brand materials) contains preexisting materials owned by Forum One such as Forum One’s Brand identity template and Brand style guide.</p>	\$20,000
Focus Groups			<p>Focus Groups are to be conducted of Washington’s general health care consumer population about health care price and quality information needs and potential products from the WA-APCD.</p> <ul style="list-style-type: none"> • Identify focus group participants • Develop focus group questions • Conduct focus groups • Analyze and document results of the focus groups • Analyze and document the impact to communication products <p>Note: Results of the focus groups shall be</p>	\$85,000

			utilized in the development or updating of products, educational materials or the WA-APCD website by the Lead Organization	
5	15-1 #1 Delivery Strategy Brief / Delivery of Focus Group Script	Delivery Strategy Brief / Delivery of Focus Group Script: Delivery of Strategy Brief outlining focus group activities: Overall goals; lead questions; audiences of interest; locations; approach, and logistics. Delivery also of focus group script templates to be used in six focus groups. The delivery of strategy brief/ Delivery of focus group script contains preexisting materials owned by Forum One such as Forum One's strategy brief template and Focus group moderation script.	\$20,000	
6	15-1 #2 Focus Group 1 / Focus Group 2	Completion of focus groups #1 and #2. Deliverable includes meeting notes and next steps priorities.	\$20,000	
7	15-1 #3 Focus Group 3 / Focus Group 4	Completion of focus groups #3 and #4. Deliverable includes meeting notes and next steps priorities.	\$20,000	
8	15-2 Focus Group 5 / Focus Group 6 / Delivery of Final Report	Completion of focus groups #5 and #6. Deliverable includes meeting notes and next steps priorities. Also includes delivery of final report summarizing focus group findings and implications for web development effort. The deliverable regarding Focus Group 5/Focus Group 6/Delivery of Final Report contains preexisting materials owned by Forum One such as Forum One's Focus group summary report template.	\$25,000	

Establish the WA-APCD Website			<p>This website is intended to be the ongoing WA-APCD internet location for individuals or organizations seeking information about:</p> <ul style="list-style-type: none"> • the WA-APCD and its available data • the process and content of WA-APCD data submissions • the process and criteria for obtaining WA-APCD available data • health care cost, quality and utilization 	\$473,000
	9	7-1 #1 Completion of Discovery Workshop 1	Discovery workshop 1, taking place in Olympia (or site as directed by OFM) will address the strategic approach for the website -- goals, audiences, functionality, technology, and other characteristics. Deliverable includes meeting notes and next steps priorities.	\$20,000
	10	7-1 # 2 Completion of Discovery Workshop 2/ Delivery of Strategy Brief	<p>Discovery workshop 2, also taking place in Olympia (or site as directed by OFM) will address more detailed issues involved with website strategy. Having two workshops allows us to conduct research and talk with stakeholders (as required) between workshops. Deliverable includes meeting notes as well as a complete Strategy Brief for the initiative.</p> <p>The completion of discovery workshop 2/Delivery of strategy brief contains preexisting materials owned by Forum One such as Forum One's Strategy brief template.</p>	\$35,000
	11	7-1 #3 Delivery of Initial Visual Concept Directions for Review / Approval of Visual Concept Direction	<p>Visual concepts will be presented as a compilation of graphical elements (imagery, fonts, colors, icons, other design features) to be included in the website.</p> <p>The delivery of initial visual concept directions for review/ Approval of visual concept direction contains preexisting materials owned by Forum One such as Forum One's visual concepts template.</p>	\$30,000

	12	7-1 # 4 Delivery of Technical Architecture Brief	<p>The Technical Architecture Brief will describe the technologies to be employed in the site (CMS, data visualization tools, etc.) -- as well as how the technologies will cross-integrate and interact on the site.</p> <p>The delivery of technical architecture brief contains preexisting materials owned by Forum One such as Forum One's technical architecture brief template.</p>	\$4,000
	13	7-1 # 5 Delivery of Initial Page Designs for Review / Approval of Pages Designs	<p>Initial wireframes involving the home page, key secondary pages, and key tertiary pages will be developed and presented. They will include site layout, navigation, and overall site map.</p>	\$45,000
	14	7-1 # 6 Delivery of Digital Styleguide / Delivery of Quality Assurance Plan	<p>The Digital Style Guide will describe all "interactions" on the site (such as when a cursor traverses an image) to provide guidance to designers and web developers regarding site interactivity.</p> <p>The delivery of digital style guide/delivery of quality assurance plan contains preexisting materials owned by Forum One such as Forum One's digital style guide template.</p>	\$6,000
	15	7-1 # 7 Development of Website (Content Types, Navigation, Content Areas, User Types)	<p>This phase of website development principally addresses content strategy: content types, content areas, navigation, user types, and related topics. In involves backend development establishing the "infrastructure" of the site. Deliverable includes a technical review of work completed.</p> <p>The development of website (content types, navigation, content areas, user types) contains preexisting materials owned by Forum One such as Forum One's website which contains pre-existing code contributed to the open source projects utilized by the site.</p>	\$42,000
	16	7-1 # 8 Development of Website (Homepage, Landing Pages,	<p>This phase of website development involves key pages and sections of the website as well as site search. Deliverable</p>	\$42,000

		Example List Page, Search Page, 3 Detail Pages)	includes a "front-end tour" of the alpha site.	
	17	7-1 # 9 Theming (Theming of Homepage, Landing Pages, Example List Page, Search Page, 3 Detail Pages)	This phase of website development involves more detailed theming of key pages on the site. Deliverable includes a "front-end tour" of the alpha site.	\$42,000
	18	7-1 # 10 Delivery of Initial Web Content (includes only content to be written by Forum One)	Forum One will be responsible for some (not all) of the content being developed for the site. This deliverable includes initial delivery of Forum One content for OFM review.	\$15,000
	19	7-1 # 11 Upload of Initial Web Content (includes only content to be written by Forum One) / Completion of Initial Content Loading (to populate site for testing)	Forum One content will be uploaded to the site, refined, and tested. This step will also include loading of content developed by other members of the team.	\$33,000
	20	7-1 # 12 Completion of Initial Set of QA Tests	This deliverable includes the completion of the first round of QA testing on the alpha site, including addressing any necessary corrections. The completion of initial set of QA tests contains preexisting materials owned by Forum One such as Forum One's QA testing template.	\$10,000
	21	7-1 # 13 Beta Launch of the Site to Staging Environment	The site will be moved from a development environment to a staging environment. The beta site will be tested with existing content and data.	\$24,000
	22	7-1 # 14 Completion of Content and Data Population / Acceptance Testing of the Site by Partners	Content and data loading will be complete. Final site testing will be completed by Forum One and partners.	\$36,000
	23	7-1 # 15 Completion of Final Bug Fixes	This deliverable includes fixing any site bugs identified after completion of content and data loading.	\$14,000

	24	7-1 # 16 Site Launch / Hosting Initiation and Support	Upon final approval, the site will be launched as directed by the team's pre-discussed launch plan. Hosting and support services will commence.	\$25,000
	25	7-1 # 17 Hosting & Support (post launch, billed the first month of each quarter)	Hosting and support, including security patching, module patching, and performance review will be invoiced quarterly as funding and timeline permit.	\$12,500
	26	7-1 # 18 Hosting & Support (post launch, billed the first month of each quarter)	Hosting and support, including security patching, module patching, and performance review will be invoiced quarterly as funding and timeline permit.	\$12,500
	27	7-1 # 19 Hosting & Support (post launch, billed the first month of each quarter)	Hosting and support, including security patching, module patching, and performance review will be invoiced quarterly as funding and timeline permit.	\$12,500
	28	7-1 # 20 Hosting & Support (post launch, billed the first month of each quarter)	Hosting and support, including security patching, module patching, and performance review will be invoiced quarterly as funding and timeline permit.	\$12,500
Create WA-APCD General Public Education and Outreach Materials and Conduct Outreach			<p>Create the WA-APCD general public education and outreach materials and conduct outreach about the WA-APCD</p> <ul style="list-style-type: none"> • Create marketing materials incorporating the brand for the lead Organization and the state's use to promote use of the WA-APCD and its products • Create branded health care price, quality and/or utilization information/content for education and marketing materials for use by the Lead Organization and Data Center using the results of focus groups conducted by OFM • Conduct outreach activities with local, regional and state-wide organizations from across the state 	\$50,000

	29	13-1 Marketing Strategy Brief	<p>This deliverable will consist of: A Market Strategy brief that will outline the following initiatives: goals, key audiences, and tactics.</p> <p>The WA-APCD marketing strategy brief contains preexisting materials owned by Forum One such as Forum One's strategy brief template.</p>	\$12,000
	30	13-2 Delivery of Marketing Materials	Marketing materials as identified in the Marketing Strategy Brief. They may include brochures, example data reports, dedicated web pages, mailings, or other materials.	\$13,000
	31	13-3 #1 Marketing Outreach Meeting 1 & 2	Completion of marketing meetings #1 and #2. Deliverable includes meeting notes and next steps priorities.	\$10,000
	32	13-3 #2 Marketing Outreach Meeting 3, 4 & 5	Completion of marketing meetings #3, #4 and #5. Deliverable includes meeting notes and next steps priorities.	\$15,000
Health Products			Create two health care claims price and quality products and make them accessible for free to the public. These products should help increase the general public's awareness and use of health care pricing and quality information.	\$80,000
	33	11- 4 Kickoff Planning Meeting / Health Products	Kickoff planning meeting, taking place in Olympia (or site as directed by OFM) will address the implementation of two health products on the website -- goals, audiences, functionality, technology, data resources and other characteristics. Deliverable includes meeting notes and next steps priorities.	\$10,000

	34	11- 5 Delivery of Health Products Strategy Brief / Delivery of Initial Visual Concept / delivery of Initial Page Design	<p>Delivery of Health Products Strategy Brief outlines overall goals; audience; functionality; and technical issues associated with health product presentation. We will also deliver the initial visual concept for the health products, as well as initial page design.</p> <p>The delivery of health products strategy brief/Delivery of initial visual concept/Delivery of initial page design preexisting materials owned by Forum One such as Forum One's strategy brief template.</p>	\$20,000
	35	11-6 Health Product 1 Development	Delivery includes the beta site launch of Health Product 1	\$20,000
	36	11-7 Health Product 2 Development	Delivery includes the beta site launch of Health Product 2	\$20,000
	37	11-8 Completion of Initial Quality Assurance Testing / Health Products Launch	Final quality assurance testing on beta site, final launch of Health Products #1 and #2.	\$10,000
Common Measures			<p>Establish an interactive reporting on the WA-APCD website to publish the Washington State Common Measure Set for Health Care Quality and Cost Performance Outcomes (http://www.ncqa.org/LinkClick.aspx?fileticket=POLoMIAi3Mo%3d&tabid=59&mid=1604&forcedownload=true) quarterly results. Once the WA-APCD system has been completed, the first report shall be published within a reasonable amount of time. It shall be updated quarterly thereafter.</p>	\$147,000

	38	1-1 #1 Kickoff Planning Meeting / Common Measures	<p>Kickoff planning meeting, taking place in Olympia (or site as directed by OFM) will address the integration of Common Measures data on the website. We will discuss goals, audiences, functionality, technology, data resources and other characteristics. Deliverable includes meeting notes and next steps priorities.</p> <p>The Common Measures Set constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</p>	\$10,000
	39	1-1 #2 Delivery of Common Measures Strategy Brief / Delivery of Initial Visual Concept / Delivery of Initial Page Design	The Common Measures Strategy Brief outlines overall goals; audience; functionality; and technical issues associated with Common Measures data presentation. We will also deliver the initial visual concept for the Common Measures section of the site, as well as initial page design.	\$35,000
	40	1-1 #3 Development of Common Measures Area (Demo of Initial Functionality)	<p>Delivery includes the alpha version of the Common Measures section of the website.</p> <p>The development of common measures area (Demo of initial functionality) contains preexisting materials owned by Forum One such as Forum One's Website (contains pre-existing code contributed to the open source projects utilized by the site).</p>	\$40,000
	41	1-1 #4 Development of Common Measures Area (Revisions to Functionality Based on Feedback)	Delivery includes Beta version of site, with updates and bug fixes based on quality review of alpha site.	\$15,000
	42	1-1 #5 Theming of Common Measures Area	Completion of theming / visual presentation of Common Measures area.	\$20,000
	43	1-1 # 6 Completion of Initial Set of QA Tests / Common Measures Launch	<p>Final quality assurance testing will lead to launch of the Common Measures section of the site. The decided upon common measures will launch.</p> <p>The completion of the initial set of QA tests contains preexisting materials owned by Forum One such as Forum One's QA testing template.</p>	\$12,000

		44	1-1 # 7 Quarterly Data Update 1	Data update, testing, and quality control in quarterly update	\$15,000
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ATTACHMENT B

Flow-Down Provisions

Below are the Flow-Down Provisions defined and referenced in Section 16.9 of this Agreement. For ease of reference, the section numbering from the Prime Contract has been retained below, and gaps in the numbering below are intentional.

11. Access to Contract Related Data

In compliance with chapter 39.26 RCW, Contractor shall provide access to data generated under this Agreement to OFM, to the Joint Legislative Audit and Review Committee, and to the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Contractor's reports, including computer models and methodologies for those models. Such access shall not include data in unprocessed form contained in the WA-APCD as required by chapter 43.371 RCW.

16. Protection of Confidential Information

1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge or the possession or knowledge of its Subcontractor(s) in connection with this Agreement or its performance and may consist of information that is exempt or prohibited from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, Public Records Act or other state or federal statutes.

2. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, Health Care data, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Confidential Information also includes Personal Information which is defined in RCW 42.56.590 as an individual's first name or first initial and last name in combination with any one or more of the following data elements:

- (a) Social security number;
- (b) Driver's license number or Washington identification card number; or
- (c) Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

Contractor agrees that it will and shall compel its Subcontractor(s) at any tier, to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without OFM's express written consent, as provided by law or OFM rule. Contractor agrees to that access to or release of such Confidential Information shall be only to employees or Subcontractors who have signed a nondisclosure agreement, data sharing agreement and/or a data use agreement as may be required, the terms of which have been previously approved by OFM. Contractor understands and agrees that it shall be foreclosed from direct access to such Confidential Information except when it has gained approval for such access as allowed by OFM Rule and signed a nondisclosure agreement, data sharing agreement and/or a data use agreement or other such document as may be required, the terms of which have been previously approved by OFM.

Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

3. Immediately upon expiration or termination of this Agreement, Contractor shall, at OFM's option: (i) certify to OFM that all Confidential Information has been destroyed; or (ii) return all Confidential Information to OFM.

4. Use of Confidential Information shall be consistent with state and federal law related to such use and OFM Rule. At a minimum, Contractor shall maintain records documenting the Confidential Information received in the performance of this Agreement; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.

5. OFM reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Agreement and demand for return or transfer of all Confidential Information, monetary damages, or penalties.

35. Publicity

1. The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by OFM and shall not be so construed by Contractor in any advertising or other publicity materials.

2. Contractor agrees to submit to OFM, all advertising, sales promotion, and other publicity materials relating to this Agreement and Services or Products furnished by Contractor wherein the state of Washington, the WA-APCD or the OFM's name is mentioned, language is used, or Internet links are provided from which the connection of such name therewith may, in OFM's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of OFM prior to such use.

3. If such publicity materials are approved by OFM, Contractor shall comply with Section 21. Grant Funding Requirements, Subsection 21.1 Public Reporting of the Prime Contract.

36. Review of Contractor's Records

1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Agreement, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Agreement. Contractor shall retain all such records for six (6) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Agreement, whichever is later.

2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the OFM's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Agreement's term, Contractor shall provide access to these items within Thurston County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.

4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from OFM's review unless the cost or any other material issue under this Agreement is calculated or derived from these factors.

38. Third Party Claims - Patent and Copyright Infringement

To the extent that Contractor or its Subcontractor relies for its performance hereunder upon third party technologies that are licensed or otherwise restricted due to patent or copyright rights, it shall be the responsibility of Contractor and/or its Subcontractor(s) to ensure that such technologies are properly used. In the event that Contractor or its Subcontractor(s) receive an infringement claim, Contractor and/or the Subcontractor shall, at its expense, ensure that the Products, Services or Work Product contracted for hereunder continue without interruption.

If such claim has occurred, or in Contractor's or its Subcontractor's opinion is likely to occur, OHSU agrees to permit Contractor, at its option and expense and using its best efforts, to (a) procure the right to continue using the Products, Services or Work Product; or (b) modify the Products, Services or Work Product so it becomes non-infringing, or, in the event that neither of the foregoing options is feasible, or (c) terminate this Agreement, but only after a reasonable period of time sufficient to allow OHSU to identify and transition to another provider without interruption of service. If use of the Product, Service or Work Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense shall pay any damages or additional costs incurred as a result of a finding of infringement.

In the event either party becomes aware of any claim that the Products, Services or Work Product infringe a third party's intellectual property rights, such party shall promptly notify the other of such infringement claim.

41. Limitation of Liability. The parties agree that neither Consultant nor Client shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on data breach, patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages, if any, or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Review of Contractor's Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Except as provided herein, each party's maximum cumulative liability for all damages, costs or expenses of any type or nature recoverable under law or contract arising out of or relating to this Agreement is limited to the total amount of payments paid or payable to Consultant under this Agreement.

Statement of Work

Forum One

Forum One has been contracted with Oregon Health and Science University (OHSU) to assist and provide expertise regarding the website and marketing needs for OHSU's contract with Washington State's Office of Financial Management (OFM) on the Washington All-Payers Claim Database (WA-APCD).

The Washington all payer health care claims database (WA-APCD) must improve health care transparency to:

- I. Assist patients, providers, and hospitals to make informed choices about care
- II. Enable providers, hospitals, and communities to improve by benchmarking their performance against that of others by focusing on best practices
- III. Enable purchasers to identify value, build expectations into their purchasing strategy, and reward improvements over time
- IV. Promote competition based on quality and cost

If Washington's APCD is to empower consumers, providers, and insurance carriers to change how health care is delivered by enabling high-value choices, making information accessible in forms appropriate for these diverse audiences is as critical as having data in hand. To address this formidable challenge, OHSU has selected a web and branding partner that has proven equal to the task: Forum One.

Forum One is a full-service digital agency that works with mission-driven organizations to create the stunning designs, smart messaging, and custom-built technology tools that they need to realize their goals and extend their influence. Forum One provides strategy, design, development, and management services for digital projects involving websites, mobile apps, social media, online discussion forums, and other technologies. Forum One focus on issues of importance, including health, global development, education, and the environment. Forum One has particular expertise in data management and data presentation.

During this contract Forum One shall complete the following tasks and deliverables. The work shall be completed during the October 5, 2016 – February 28, 2019

	DELIVERABLES BY PROJECT STAGE				
OFM Activity	Goal	Invoice Number	Milestone / Deliverable	Description	Fee
6-1	Create WA-APCD Branding			Create the WA-APCD brand <ul style="list-style-type: none">• May include logo, tag line, color schemes, etc.• For use with all WA-APCD marketing, outreach, publications, including the WA-APCD website• OFM shall have input and review of the branding	\$50,000

		1	6-1 #1 Completion of Project Kick-off Meeting	Kickoff meeting held in Olympia involving OFM staff, OHSU, Onpoint, Forum One, and other key project participants. Deliverables include meeting notes and next steps priorities.	\$10,000
		2	6-1 #2 Completion of Brand Strategy Workshop	Brand strategy meeting held in Olympia (or location of OFM choosing). Deliverables include meeting notes and next steps priorities.	\$10,000
		3	6-1 #3 Completion of Discovery Research / Delivery of Brand Strategy	<p>Completion of Discovery Research/Delivery of Brand Strategy-Completion of Brand Discovery Research, resulting in Brand Strategy digital document which will include conceptual language and graphical examples describing what drive users will experience when they visit or interact with any materials or products (i.e. the website) associated with the organization.</p> <p>The completion of discovery research/delivery of brand strategy includes preexisting materials owned by Forum One such as Forum One's Brand Strategy and Discovery brief template.</p>	\$10,000
		4	6-1 #4 Delivery of Brand Identity (Logo, Colors, Name, Tagline, etc.) / Delivery of Brand Style Guide (and all brand materials)	<p>Delivery of Brand Identity (Logo, Colors, Name, Tagline, etc.) / Delivery of Brand Style Guide (and all brand materials)</p> <p>-Completion of Brand Identity document comprising key branding assets for the initiative: name, tagline, logo, color palette, font selection, and other visual elements. Completion of Brand Style Guide, a digital document directing design, web and content managers for proper implementation of the brand across all elements of the initiative.</p> <p>The delivery of brand identity (Logo, Colors, Name, Tagline, etc.)/ Delivery of brand style guide (and all brand materials) contains preexisting materials owned by Forum One such as Forum One's Brand identity template and Brand style guide.</p>	\$20,000

		5	6-1 #5 WA-APCD System Logo		9,500
15	Focus Groups			<p>Consumer research is to be conducted of Washington’s general health care consumer population to inform and test Consumer Outreach plans for the WA-APCD.</p> <ul style="list-style-type: none"> • Identify consumer research participants in conjunction with OHSU • Develop consumer research questions • Conduct consumer research • Analyze and document results of the consumer research as needed to inform the communication products <p>Note: Results of the consumer research shall be utilized in the development or updating of products, educational materials or the WA-APCD website by the Lead Organization</p>	\$13,000
		5	15-1 Surveys	<ul style="list-style-type: none"> • Develop survey for a group of consumer advocates and intermediaries across Washington State, based on the Build Consumer Outreach Strategy Brief activity (13-1). • Forum One and OHSU will determine survey participant list, based on the Build Consumer Outreach Strategy Brief • Send survey out to identified groups and analyze results <p>This deliverable will include:</p> <ul style="list-style-type: none"> • Survey • List of Survey Recipients • Raw Survey Results 	\$4,000

				<ul style="list-style-type: none"> • A one or two page document summarizing high-level survey insights • Insights and recommendations from the survey will inform the final Consumer Outreach Strategy Brief (13-2). 	
		6	Intentionally omitted.		
		7	Intentionally omitted.		
		8	15-2 Interviews	<p>Interview 5 to 8 consumer intermediaries, by phone, to test messages and themes. Interviewees likely will be a subset of survey respondents.</p> <p>Present findings with recommendations on any strategy adjustments and the proposed outreach materials.</p> <p>Deliverable consists of:</p> <ul style="list-style-type: none"> • Interview questions • List of Interviewees • Raw Interview Notes • A one or two page document summarizing high-level interview insights 	\$9,000
7-1	Establish the WA-APCD Website			<p>This website is intended to be the ongoing WA-APCD internet location for individuals or organizations seeking information about:</p> <ul style="list-style-type: none"> • the WA-APCD and its available data • the process and content of WA-APCD data submissions • the process and criteria for obtaining 	\$587,000

			WA-APCD available data • health care cost, quality and utilization	
	9	7-1 #1 Completion of Discovery Workshop 1	Discovery workshop 1, taking place in Olympia (or site as directed by OFM) will address the strategic approach for the website -- goals, audiences, functionality, technology, and other characteristics. Deliverable includes meeting notes and next steps priorities.	\$20,000
	10	7-1 # 2 Completion of Discovery Workshop 2/ Delivery of Strategy Brief	Discovery workshop 2, also taking place in Olympia (or site as directed by OFM) will address more detailed issues involved with website strategy. Having two workshops allows us to conduct research and talk with stakeholders (as required) between workshops. Deliverable includes meeting notes as well as a complete Strategy Brief for the initiative. The completion of discovery workshop 2/Delivery of strategy brief contains preexisting materials owned by Forum One such as Forum One's Strategy brief template.	\$35,000
	11	7-1 #3 Delivery of Initial Visual Concept Directions for Review / Approval of Visual Concept Direction	Visual concepts will be presented as a compilation of graphical elements (imagery, fonts, colors, icons, other design features) to be included in the website. The delivery of initial visual concept directions for review/ Approval of visual concept direction contains preexisting materials owned by Forum One such as Forum One's visual concepts template.	\$30,000
	12	7-1 # 4 Delivery of Technical Architecture Brief	The Technical Architecture Brief will describe the technologies to be employed in the site (CMS, data visualization tools, etc.) -- as well as how the technologies will cross-integrate and interact on the site. The delivery of technical architecture brief contains preexisting materials owned by	\$4,000

				Forum One such as Forum One's technical architecture brief template.	
		13	7-1 # 5 Delivery of Initial Page Designs for Review / Approval of Pages Designs	Initial wireframes involving the home page, key secondary pages, and key tertiary pages will be developed and presented. They will include site layout, navigation, and overall site map.	\$45,000
		14	7-1 # 6 Delivery of Digital Styleguide / Delivery of Quality Assurance Plan	<p>The Digital Style Guide will describe all "interactions" on the site (such as when a cursor traverses an image) to provide guidance to designers and web developers regarding site interactivity.</p> <p>The delivery of digital style guide/delivery of quality assurance plan contains preexisting materials owned by Forum One such as Forum One's digital style guide template.</p>	\$6,000
		15	7-1 # 7 Development of Website (Content Types, Navigation, Content Areas, User Types)	<p>This phase of website development principally addresses content strategy: content types, content areas, navigation, user types, and related topics. In involves backend development establishing the "infrastructure" of the site. Deliverable includes a technical review of work completed.</p> <p>The development of website (content types, navigation, content areas, user types) contains preexisting materials owned by Forum One such as Forum One's website which contains pre-existing code contributed to the open source projects utilized by the site.</p>	\$42,000
		16	7-1 # 8 Development of Website (Homepage, Landing Pages, Example List Page, Search Page, 3 Detail Pages)	This phase of website development involves key pages and sections of the website as well as site search. Deliverable includes a "front-end tour" of the alpha site.	\$82,000

	17	7-1 # 9 Theming (Theming of Homepage, Landing Pages, Example List Page, Search Page, 3 Detail Pages)	This phase of website development involves more detailed theming of key pages on the site. Deliverable includes a "front-end tour" of the alpha site.	\$82,000
	18	7-1 # 10 Delivery of Initial Web Content (includes only content to be written by Forum One)	Forum One will be responsible for some (not all) of the content being developed for the site. This deliverable includes initial delivery of Forum One content for OFM review.	\$15,000
	19	7-1 # 11 Upload of Initial Web Content (includes only content to be written by Forum One) / Completion of Initial Content Loading (to populate site for testing)	Forum One content will be uploaded to the site, refined, and tested. This step will also include loading of content developed by other members of the team.	\$33,000
	20	7-1 # 12 Completion of Initial Set of QA Tests	This deliverable includes the completion of the first round of QA testing on the alpha site, including addressing any necessary corrections. The completion of initial set of QA tests contains preexisting materials owned by Forum One such as Forum One's QA testing template.	\$10,000 \$30,000
	21	7-1 # 13 Beta Launch of the Site to Staging Environment	The site will be moved from a development environment to a staging environment. The beta site will be tested with existing content and data.	\$24,000
	22	7-1 # 14 Completion of Content and Data Population / Acceptance Testing of the Site by Partners	Content and data loading will be complete. Final site testing will be completed by Forum One and partners.	\$36,000

		23	7-1 # 15 Completion of Final Bug Fixes	This deliverable includes fixing any site bugs identified after completion of content and data loading.	\$14,000
		24	7-1 # 16 Release #1/Limited-use Site Launch (Pre-review and reconsideration, 4QTR 2017)	Upon final approval, the site will be launched for limited use as directed by the team's pre-discussed launch plan.	\$35,000
		25	7-1 # 17 Release #2: Public Launch (1QTR 2018)	<p>Launch of full public site as directed in launch plan.</p> <p>Managed hosting support as described in task 7-1 # 18.</p> <p>Monthly maintenance and security patching as described in task 7-1 # 18.</p> <p>Prior to launch, the data will be refreshed. This is the first quarterly refresh. The dataset to be applied in this refresh must be received as one complete extract file, with all necessary context, and no adjustments or revisions accepted after receipt of the dataset or in a form requiring consolidation. No more than two hours of meetings and two hours of QA will be supported for all organizations as a whole, including OHSU, OFM, Onpoint, or any other entities. If the task is examined and estimated to be in excess of 60 hours, OHSU and Onpoint will actively work with Forum One to make the full refresh possible within the budgeted hours.</p> <p>If the data refresh and launch is completed in less than 60 hours, any</p>	\$16,500

				remaining hours may be applied to other tasks, such as adjustments or bug fixes.	
		26	7-1 # 18 Hosting, Support and Cost Metrics Refresh (3QTR 2018)	<p>Refresh of cost metrics data. The dataset to be applied in this refresh must be received as one complete extract file, with all necessary context, and no adjustments or revisions accepted after receipt of the dataset or in a form requiring consolidation. No more than two hours of meetings and two hours of QA will be supported for all organizations as a whole, including OHSU, OFM, Onpoint, or any other entities. If the task is examined and estimated to be in excess of 40 hours, OHSU and Onpoint will actively work with Forum One to make the full refresh possible within the budgeted hours.</p> <p>If the data refresh is completed in less than 40 hours, any remaining hours may be applied to other tasks, such as adjustments or bug fixes.</p> <p>Managed hosting support includes monthly system administration services and website monitoring twenty-four hours a day, seven days a week. Forum One's technical experts also consider if adjustments are needed to the hosting infrastructure and configuration over time, given observed site traffic, backup needs, failover and disaster recovery systems. This also includes the cost for the server space itself (on Amazon Web Services). This work is done for a flat 4 hours per month (12 hours per quarter), standard for all engagements. Should the web application or server(s) require</p>	\$12,500

			<p>notable additional work, we will notify you in advance of carrying out such tasks or work.,</p> <p>Monthly maintenance and security patching includes:</p> <ol style="list-style-type: none">1) Review of available module and Drupal updates and patches,2) Installation of patches to the development instance, followed by a QA review, and3) Live deployment of security and other updates to the Drupal site, followed by a QA review. <p>This task is performed at a flat rate; 3 hours per month (9 hours per quarter). If security updates repeatedly take notably more or less than this for the WA-APCD web application then we will inform you in advance of the next security update and adjust the security update process and hours tracking in conjunction with you. Hosting, standard system administration, and application of security patches to Core and key Modules.</p> <p>We will track each task individually in a task tracking system and work with OHSU to prioritize tasks and work on tasks in priority order, as long as sufficient hours remain. We will update OHSU on the hours remaining after the data refresh. However, as hours checks and reports also take support hours that could typically be better spent elsewhere, we will report on the number of hours remaining no more than monthly, unless there is a risk we are approaching the end of the quarterly hours.</p>	
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		27	7-1 # 19 Hosting, Support, and Full Data Refresh (4QTR 2018)	<p>Managed hosting support as described in task 7-1 # 18.</p> <p>Monthly maintenance and security patching as described in task 7-1 # 18.</p> <p>Full data refresh including cost and quality metrics. The dataset to be applied in this refresh must be received as one complete extract file, with all necessary context, and no adjustments or revisions accepted after receipt of the dataset or in a form requiring consolidation. No more than two hours of meetings and two hours of QA will be supported for all organizations as a whole, including OHSU, OFM, Onpoint, or any other entities. If the task is examined and estimated to be in excess of 40 hours, OHSU and Onpoint will actively work with Forum One to make the full refresh possible within the budgeted hours.</p> <p>If the data refresh is completed in less than 40 hours, any remaining hours may be applied to other tasks, such as adjustments or bug fixes.</p>	\$12,500
		28	7-1 # 20 Hosting, Support, and Cost Metrics Refresh (1QTR 2019)	<p>Managed hosting support as described in task 7-1 # 18.</p> <p>Monthly maintenance and security patching as described in task 7-1 # 18.</p> <p>Refresh of cost metrics data. The dataset to be applied in this refresh must be received as one complete extract file, with all necessary context, and no adjustments or revisions accepted after receipt of the dataset or in a form</p>	\$12,500

				<p>requiring consolidation. No more than two hours of meetings and two hours of QA will be supported for all organizations as a whole, including OHSU, OFM, Onpoint, or any other entities. If the task is examined and estimated to be in excess of 40 hours, OHSU and Onpoint will actively work with Forum One to make the full refresh possible within the budgeted hours.</p> <p>If the data refresh is completed in less than 40 hours, any remaining hours may be applied to other tasks, such as adjustments or bug fixes.</p>	
13	<p>Create WA-APCD General Public Education and Outreach Materials and Conduct Outreach</p>			<p>Create the WA-APCD general public education and outreach materials and conduct outreach trainings about the WA-APCD</p> <ul style="list-style-type: none"> • Create marketing materials incorporating the brand for the lead Organization and the state’s use to promote use of the WA-APCD and its products • Create branded health care price, quality and/or utilization information/content for education and marketing materials for use by the Lead Organization and Data Center using informed by the results of focus groups consumer research conducted by OFM • Conduct one training on outreach activities with local, regional and state-wide organizations from across the state 	\$12,000

		29	13-1 Marketing Strategy Brief	<p>This deliverable will consist of: A draft consumer outreach strategy document to be finalized based on the consumer research activities (15-1 and 15-2)</p> <p>The WA-APCD Consumer Outreach strategy brief contains preexisting materials owned by Forum One such as Forum One’s strategy brief template.</p>	\$4,000
		30	13-2 Final Strategy and Design Assets	<p>This deliverable will consist of:</p> <ul style="list-style-type: none"> • Finalized Consumer Outreach Strategy Brief • Leave-behind brochure (in soft copy for OFM and OHSU to print and provide to stakeholders.) • PowerPoint presentation <p>Forum One will adjust the strategy and solidify goals, calls to action, and methods for dissemination of materials based on the consumer research activities (15-1 and 15-2). Forum One will create two related collateral items (including design and narratives) based on the needs identified in the Consumer Outreach Strategy</p> <p>Specific collateral items may be adjusted based on prior activities to reflect the most effective outreach tool. For example, while a give-away item is not currently planned, if we find that this would be more impactful than the brochure we would adjust to produce a give-away instead.</p>	\$6,000
		31	13-3 Outreach Training	<p>Using materials and research, develop training for the consumer advocate and intermediary stakeholder types identified during the strategy activity.</p> <p>This training will briefly summarize campaign strategy and train stakeholders on how to use the assets and perform outreach. Specific details, such as</p>	\$2,000

				<p>whether this will be an in-person meeting or a webinar or a recording - and both the number of participants and specific participants to be invited - are to be decided with OHSU based upon the strategy and research activities.</p> <p>A video recording will be posted to the internet for access and use by specific audiences at OFM's discretion.</p>	
			Intentionally omitted.		
11	Health Products			Create two health care claims price and quality products and make them accessible for free to the public. These products should help increase the general public's awareness and use of health care pricing and quality information.	\$80,000
		33	11- 4 Kickoff Planning Meeting / Health Products	Kickoff planning meeting, taking place in Olympia (or site as directed by OFM) will address the implementation of two health products on the website -- goals, audiences, functionality, technology, data resources and other characteristics. Deliverable includes meeting notes and next steps priorities.	\$10,000
		34	11- 5 Delivery of Health Products Strategy Brief / Delivery of Initial Visual Concept / delivery of Initial Page Design	<p>Delivery of Health Products Strategy Brief outlines overall goals; audience; functionality; and technical issues associated with health product presentation. We will also deliver the initial visual concept for the health products, as well as initial page design.</p> <p>The delivery of health products strategy brief/Delivery of initial visual concept/Delivery of initial page design preexisting materials owned by Forum One such as Forum One's strategy brief template.</p>	\$20,000

		35	11-6 Health Product 1 Development	Delivery includes the beta site launch of Health Product 1	\$20,000
		36	11-7 Health Product 2 Development	Delivery includes the beta site launch of Health Product 2	\$20,000
		37	11-8 Completion of Initial Quality Assurance Testing / Health Products Launch	Final quality assurance testing on beta site, final launch of Health Products #1 and #2.	\$10,000
15	Common Measures			Establish an interactive reporting on the WA-APCD website to publish the Washington State Common Measure Set for Health Care Quality and Cost Performance Outcomes (http://www.ncqa.org/LinkClick.aspx?fileticket=POLoMIAi3Mo%3d&tabid=59&mid=1604&forcedownload=true) quarterly results. Once the WA-APCD system has been completed, the first report shall be published within a reasonable amount of time. It shall be updated quarterly thereafter.	\$147,000
		38	1-1 #1 Kickoff Planning Meeting / Common Measures	Kickoff planning meeting, taking place in Olympia (or site as directed by OFM) will address the integration of Common Measures data on the website. We will discuss goals, audiences, functionality, technology, data resources and other characteristics. Deliverable includes meeting notes and next steps priorities. The Common Measures Set constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.	\$10,000
		39	1-1 #2 Delivery of Common Measures Strategy Brief / Delivery of Initial Visual	The Common Measures Strategy Brief outlines overall goals; audience; functionality; and technical issues associated with Common Measures data	\$35,000

			Concept / Delivery of Initial Page Design	presentation. We will also deliver the initial visual concept for the Common Measures section of the site, as well as initial page design.	
	40		1-1 #3 Development of Common Measures Area (Demo of Initial Functionality)	<p>Delivery includes the alpha version of the Common Measures section of the website.</p> <p>The development of common measures area (Demo of initial functionality) contains preexisting materials owned by Forum One such as Forum One's Website (contains pre-existing code contributed to the open source projects utilized by the site).</p>	\$40,000
	41		1-1 #4 Development of Common Measures Area (Revisions to Functionality Based on Feedback)	Delivery includes Beta version of site, with updates and bug fixes based on quality review of alpha site.	\$15,000
	42		1-1 #5 Theming of Common Measures Area	Completion of theming / visual presentation of Common Measures area.	\$20,000
	43		1-1 # 6 Completion of Initial Set of QA Tests / Common Measures Launch	<p>Final quality assurance testing will lead to launch of the Common Measures section of the site. The decided upon common measures will launch.</p> <p>The completion of the initial set of QA tests contains preexisting materials owned by Forum One such as Forum One's QA testing template.</p>	\$12,000
	44		1-1 # 7 Quarterly Data Update 1	Data update, testing, and quality control in quarterly update	\$15,000

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
NO. PSC-2017-0500
Between
OREGON HEALTH & SCIENCE UNIVERSITY
And
Forum One**

- 1) This Amendment No. 01 ("Amendment") shall amend OHSU Contract No. PSC-2017-0500 effective 3/30/2017 between Oregon Health & Science University, an Oregon statutory public corporation, hereinafter called the **OHSU**, and **Forum One**, hereinafter called the **CONTRACTOR** ("**Contract**").
- 2) This Amendment shall be effective on March 30 or the date that it is fully executed by the authorized representatives of the parties, below.
- 3) In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract and the prior amendments thereto, if any, as follows:

- To increase the amount of the payment obligation. The "not to exceed" amount in Paragraph 2 on Page 1 is amended to read \$894,500. This is an increase of \$9,500 to the Contract.
- To extend the Term to Enter New End Date.
- The Scope of Work Section of the Contract is amended to include the following tasks:

Activity Deliverable	Deliverable Payment Amount
6-1 WA-APCD Branding	
6-1 #1 Completion of Project Kick-off Meeting	\$10,000
6-1 #2 Completion of Brand Strategy Workshop	\$10,000
6-1 #3 Completion of Discovery Research / Delivery of Brand Strategy	\$10,000
6-1 #4 Delivery of Brand Identity (Logo, Colors, Name, Tagline, etc.) / Delivery of Brand Style Guide (and all brand materials)	\$20,000
6-1 #5 WA-APCD System Logo	\$9,500.00

- 4) If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract or any prior amendments thereto, the terms and provisions of this Contract shall govern. Except as specifically set forth herein, all other provisions of the Contract and any prior amendments thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

Dated this 25th day of, April, 2017 (To be completed by last signatory)

OREGON HEALTH & SCIENCE UNIVERSITY

Forum One
2200 Mt. Vernon Ave.
Alexandria VA 22301



OHSU Contract Representative

Date

Chris Wolz Date 4.4.17

E-mail: wolz@forumone.com

Phone: 703.894.4311

Fax:

Form Prepared by: Lorie Geryk **Phone Ext:** 4-1454

E-Mail Address gerykl@ohsu.edu

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
NO. PSC-2017-500
Between
OREGON HEALTH & SCIENCE UNIVERSITY
And
ForumOne**

- 1) This Amendment No. 4 ("Amendment") shall amend OHSU Contract No. K1984 effective January 21, 2019 between Oregon Health & Science University, an Oregon statutory public corporation, hereinafter called the **OHSU**, and ForumOne, hereinafter called the **CONTRACTOR** ("**Contract**").
- 2) This Amendment shall be effective on the later of January 21, 2019 or the date that it is fully executed by the authorized representatives of the parties, below.
- 3) In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract and the prior amendments thereto, if any, as follows:
 - To increase the amount of the payment obligation. The "not to exceed" amount in Paragraph 2 on Page 1 is amended to read \$ 1,587,700. This is an increase of \$ 14,400 to the Contract.
 - To extend the Term to Enter New End Date.
 - The Scope of Work Section of the Contract is amended to read, (including any change in payment terms, deliverables, etc. "See "Change Order: WA-APCD Support 2019 (March-June)" attached here. Note: contractor must inform OHSU before incurring labor charges beyond monthly budget in attached scope of work." Add any attachments as appropriate.
- 4) If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract or any prior amendments thereto, the terms and provisions of this Contract shall govern. Except as specifically set forth herein, all other provisions of the Contract and any prior amendments thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

Dated this 31st day of, January, 2019 (To be completed by last signatory)

OREGON HEALTH & SCIENCE UNIVERSITY

**Cindy
Nguyen**

Digitally signed by Cindy Nguyen
DN: cn=Cindy Nguyen, o=OHSU,
ou=Contracting Services Group,
email=nguyenci@ohsu.edu, c=US
Date: 2019.01.29 11:05:39 -08'00'

1/29/19

OHSU Contract Representative Date

ForumOne
2101 4th Ave. Suite 2000
Seattle WA 98121



Date 1.31.19

E-mail: **Chris Wolz, CEO, wolz@forumone.com**
Phone: **703.894.4311**
Fax:

Requisition # N/A

Purchase Order # N/A

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
NO. PSC-2017-0500
Between
OREGON HEALTH & SCIENCE UNIVERSITY
And
FORUM ONE**

- 1) This Amendment No. 2 ("Amendment") shall amend OHSU Contract No. PSC-2017-0500 effective October 24, 2016 between Oregon Health & Science University, an Oregon statutory public corporation, hereinafter called the **OHSU**, and FORUM ONE, hereinafter called the **CONTRACTOR** ("Contract").
- 2) This Amendment shall be effective on September 1, 2017 or the date that it is fully executed by the authorized representatives of the parties, below.
- 3) In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract and the prior amendments thereto, if any, as follows:

The Scope of Work Section of the Contract is amended to read, (including any change in payment terms, deliverables, etc. "Attachment A of the Contract shall be replaced with the attached updated SOW ." Add any attachments as appropriate.

- 4) If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Contract or any prior amendments thereto, the terms and provisions of this Contract shall govern. Except as specifically set forth herein, all other provisions of the Contract and any prior amendments thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.


Dated this 13th day of, September, 2017 (To be completed by last signatory)

OREGON HEALTH & SCIENCE UNIVERSITY

**FORUM ONE
2200 MT. VERNON AVE
ALEXANDRIA VA 22301**



 OHSU Contract Representative Date 9/8/17



 Name of Signature Authority on Behalf of Contractor Date 9.13.17
 E-mail: wolz@forumone.com
 Phone: 703.597.4969
 Fax: 703.995.4937

Change Order: WA-APCD Support 2019 (March - June)

Date	January 15, 2019
Client	Oregon Health and Science University (OHSU)
Contract Number & Original Project Code	Contract No. PSC-2017-0500 OHSU-WA-APCD-web-2016
Forum One Contact	Ashley Mandel amandel@forumone.com 206-257-3526
OHSU Contact	John McConnell mconnjo@ohsu.edu 1-503-494-1989

Purpose

The purpose of this Change Order is to set forth the terms under which Oregon Health and Science University (“OHSU”) agrees to modify their current contract No. PSC-2017-0500 with Forum One Communications (“Forum One”).

This Change Order is pursuant to the Web Site Development Agreement or Contract between Forum One Communications and Oregon Health and Science University, dated September 13, 2017.

Scope of Work

Under this Statement of Work Forum One will provide the following services to Client:

1. Fully Managed Website Hosting and System Administration

Forum One will host this website in a Cloud-based environment. This fully managed hosting support package includes monthly system administration services and website monitoring twenty-four hours a day, seven days a week. Forum One’s technical experts will work with Client staff over time to determine the appropriate hosting infrastructure and configuration necessary to support expected

site traffic, backup needs, failover and disaster recovery systems.

Forum One will provide the Client with Amazon EC2 Linux Cloud Server(s) for the application. Forum One system administrators also spend on average five hours monthly carrying out routine tasks as outlined below. Should the Client site(s) or server(s) require additional work, Forum One will notify the Client in advance of carrying out such tasks or work. Client(s) dedicated server is managed via our partnership with Amazon.

System Administration Tasks

Backups	Monitoring	Analysis	Hardware and Software	Security
Backups, retained for a rolling 60 day period	24/7/365 uptime monitoring	Examining and analyzing web log and server log files	Adjustments to server hardware and software configurations	Firewall implementation

Solution Details

Forum One's technical hosting will include the following:

AWS [Baseline autoscaling configuration]

- EC2 1x t2.large utility/dev/stage
- EC2 m3.medium (2 x up to 10x)
- RDS t2.medium, multi-az

Other services

- Caching CDN (Fastly + SSL)
- S3 ObjectStorage shared storage
- New Relic Monitoring

Configuration Management

Forum One uses SaltStack configuration management and CloudFormation infrastructure orchestration to provision software and manage cloud systems.

Repository Hosting

GitHub is a web-based version control repository. Forum One shall utilize GitHub to store the code base.

Backups/Disaster Recovery

Backups of databases, site codebase and files, and system configuration are automated and scheduled nightly. Restores are initiated upon request or by Forum One request, and completed

based upon the amount of data to restore. 7 days of database backups are retained locally, as well as copied to off-site storage. Forum One uses rsync.net services to provide 60 days of off-site backups which are stored on rsync.net's own servers.

Monitoring

Forum One will monitor the server(s) 24/7/365. Best-effort corrective action will be taken immediately following a monitoring alert with issues typically resolved within one hour. The monitoring system can be configured to alert Client contact(s) in addition to Forum One staff. Uptime reports can automatically be emailed to the Client contacts on a set schedule. Additional monitoring reports are available.

Security

Forum One will ensure the appropriate software firewalls are implemented on each component of the Cloud Server configuration. Additionally, Forum One will help facilitate any security evaluations the Client chooses to perform independently.

Service Level Agreements

Forum One extends to the Client the service level agreements set forth by Amazon:

<http://aws.amazon.com/ec2-sla/>

<http://aws.amazon.com/rds/sla/> (where applicable)

<http://aws.amazon.com/s3/sla/> (where applicable)

2. Drupal Security Updates

Forum One will provide proactive website maintenance by ensuring that security updates and patches for the Drupal core and modules are applied monthly. Forum One will carefully review all of the available updates, apply security-related updates, and apply any other updates that will improve the functionality of www.wahealthcarecompare.com. Monthly maintenance and security patching includes:

- Review of available module and Drupal updates and patches
- Installation of patches to the development instance, followed by a QA review of the site
- Live deployment of security and other updates to the Drupal site, followed by a final QA of the site

3. Drupal Retainer Website Support

Forum One will provide Client with technical support for minor modifications, improvements, bug fixes to the site, check-in calls and project management. Client may use up to 24 hours/quarter for website support work. Unused hours do not roll over to subsequent quarters. Forum One will respond to all tickets submitted via the the tasks management system within one business day for non-urgent issues during regular business hours for Drupal support (M-F, 9-6 ET).

Small tasks are typically completed within 1-3 days depending on complexity, the estimated time to complete the task, and client response to questions from the developer. Larger tasks will be scheduled for client review within 2-3 days of the request. For instance, if a request is made for a task that is estimated to take 8-10 hours to complete, Forum One will advise the client of the date that it will be ready for their review on the development site.

Critical tasks are completed within 24-48 hours. Forum One considers a task critical if it precludes the client from accessing the administration of their website, is a development issue that causes a site outage, or is a critical security vulnerability that requires immediate patching.

Sample Website Support Tasks:

Modules	Views	User Interface	Training	Issue Resolution
Module installation and configuration	Creation and modification of views and content types	Performance tuning as can be done via the user interface (UI)	CMS training for all user types	Bug fixes
Module feature updates on request	Modification of views and content types	Minor modifications and tweaks to site's theme	Git code version control training	Implementation of new features

Budget

Forum One will submit an invoice on the last business day of each month. Hours worked in excess of the retainer will be billed at Forum One's standard labor rate. Forum One will get approval from Client before working additional hours.

Forum One will regularly update Client staff on the status of the budget. Client will reimburse Forum One for all non-labor expenses incurred in the implementation of this work. Any such expenses will be approved by Client in advance, before costs are incurred.

Labor

Item	Cost
System Administration for Development and Production, including backup and recovery service, monitoring, and configuration management as described (5 hours/month)	\$1,000/month
Monthly Drupal Core and Module Security Updates	\$600/month
Drupal Technical Support (8 hours/month)	\$1,400/month

Total Labor	\$3,000/month
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Direct Costs

The table below outlines other direct costs we anticipate for the project. Please note, all travel expenses incurred will be billed at cost.

Item	Cost	Billing
Managed Hosting provided by AWS	~\$360	Monthly as incurred
Fastly - CDN	~\$150	Monthly, as incurred
ObjectiveFS - Shared Storage	~\$50	Monthly, as incurred
New Relic - hosting monitoring	\$40	Monthly, Fixed
Total Estimated Direct Costs	\$600/Month	

Invoicing Schedule

- March 31, 2019: \$3,000 Labor + ~600 Direct Costs
- April 30, 2019: \$3,000 Labor + ~600 Direct Costs
- May 31, 2019: \$3,000 Labor + ~600 Direct Costs
- June 30, 2019: \$3,000 Labor + ~600 Direct Costs

Assumptions

Forum One's budget estimate is based on the following assumptions:

- Client will relay its hosting, system administration and website support needs to Forum One by submitting task requests via the provided task management tool.

Terms of Payment

Client shall have 30 days upon receipt of an invoice to make payment, after which a late fee of 1.5% per month, computed daily, may be charged. In the event that Client fails to make payments within 45 days, Forum One shall be entitled to suspend services.

Term of Agreement

This Statement of Work will begin on March 1, 2019 and expire on June 30, 2019 unless amended or extended with consent of both parties.

Either party may terminate this agreement with 30 days' written notice to the other party. Otherwise these terms will remain in effect unless modified with consent from both parties. Should this agreement be terminated, client shall only be responsible for payments up to the date of termination.

Modification of this Statement of Work

These terms and conditions may not be modified except by written Change Order signed by both parties.

Labor Rates

Fees for services above the quarterly retainer hours are calculated based upon the following rates:

PROJECT MANAGEMENT

Junior Analyst: \$90
Analyst: \$100
Project Coordinator: \$130
Quality Assurance Analyst: \$150
Project Manager: \$160
Senior Project Manager: \$185
Project Director: \$195
Senior Project Director: \$210

ACCOUNT MANAGEMENT

Account Director I: \$195
Account Director II: \$210
Senior Account Director I: \$215
Senior Account Director II: \$250

USER EXPERIENCE

User Experience Associate: \$120
User Experience Designer: \$160
Senior User Experience Designer: \$200
User Experience Director: \$210

ANALYTICS

Analytics Associate: \$120
Analytics Analyst: \$160
Analytics Director: \$200

CREATIVE

Junior Designer: \$110
Copywriter: \$150
Creative Strategist: \$160
Designer: \$165
Senior Creative Strategist: \$195
Senior Designer: \$200
Art Director: \$210
Creative Director: \$230

FRONT END DEVELOPMENT

Associate Front-end Developer: \$120
Front-end Developer: \$160
Senior Front-end Developer I: \$200
Senior Front-end Developer II: \$210

TECHNICAL

Associate Developer: \$140
Technical Support: \$150
Developer: \$165
Senior Developer: \$200
Technical Architect I: \$210
Senior System Administrator: \$210
Technical Architect II or Strategist: \$230
Technical Director: \$240

AGREED:

FORUM ONE COMMUNICATIONS CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____, 20__

Date: _____, 20__