



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW1018

PeopleSoft Contract ID: 3910

Contract Title: IPHIS

Contract Issuance Date: 09/29/2014

Contract Supplier: Orion Health Inc.

Addendum # Four (4)

Addendum Date: 03/18/2020

OMES Point of Contact:

Contracting Officer: Carol Williams-Downing

Phone Number: 405.522.0432

E-mail address: Carol.williamsdowning@omes.ok.gov

Addendum Information: _____

This addendum issued to incorporate amendment six (6) to EMPI Expansion.

AMENDMENT 6
TO OKLAHOMA STATEWIDE CONTRACT NO. ITSW1018
FOR
INTEROPERABLE PUBLIC
HEALTH INFORMATION SYSTEM

This Amendment (the “Amendment”), entered into as of February 1, 2020 (the Amendment Effective Date”) modifies and is a Contract Document pursuant to the terms of the Oklahoma statewide contract number SW1018 (the “Contract”) between State of Oklahoma (the “State”) and Orion Health Inc. (“Orion Health”).

PREAMBLE: The State and Orion Health entered in the Contract, effective as of September 30, 2014, in which Orion Health agreed to provide products and services related to the State’s Interoperable Public Health Information System. The parties wish to amend the license and support terms relating to the NextGate MatchMetrix Enterprise Master Patient Index (“EMPI Software”), and the fees and timing associated therewith, to address the State’s desire to expand the use of the NextGate software by removing certain use restrictions in the Contract and increasing the number of EUID’s.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Orion Health hereby agree to modify the Contract as follows:

1. **Background.** The Solution includes a NextGate Enterprise Master Patient Index that is restricted for HIE Use Only and in terms of the number of EUID’s. The State has previously expanded the number of allowable EUID’s to 17,000,000 by paying additional license fees and annual support fees. The purpose of this Amendment is to eliminate the “HIE Use Only” restriction and increase the number of allowable EUID’s from 17,000,000 to 20,000,000.
2. **Schedule 1, Pricing, Fees and Description of Offerings, Enterprise Master Patient Index.** The Restrictions, Fees and Payment Terms set forth in Schedule 1 of the Contract relating to EMPI Software and EUIDs are hereby amended as follows:
 - a. License Fees and Restrictions. On the Amendment Effective Date, the State shall pay Orion Health a one-time license fee with respect to the license set forth herein in the amount of \$2,250,000. By its payment of such license fee, Orion Health acknowledges that the State subscribes up to 20,000,000 EUIDs for the EMPI Software that would no longer be restricted “For HIE Use only”.
 - b. Support and Maintenance Fees. On the Amendment Effective Date, the State shall pay to Orion Health a fee of \$446,667 for support and maintenance of the EMPI Software for the period February 1, 2020 until September 30, 2020. Under the terms of the Contract, support would renew annually upon Orion Health’s receipt of a purchase order thereafter, and the quarterly support fee would be \$167,500, payable quarterly in advance. For avoidance of doubt, these support and maintenance fees are inclusive of (i.e. not in addition to) the quarterly support fees currently payable for the 20,000,000 restricted use EUID license. If such payment of Support and Maintenance Fees is not made, then Orion Health shall have no further obligation to provide Support Services for the NextGate EMPI Software to the State.
3. **Effect of Amendment.** Except to the extent the Contract is modified or supplemented by this Amendment, the remaining terms and conditions of the Contract shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the License Agreement

and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

4. **Entire Agreement.** The Contract, together with this Amendment, embodies the entire understanding between Orion Health and the State with respect to its subject matter and can be changed only by the written consent of both the State and Orion Health

IN WITNESS WHEREOF, the parties have executed this Amendment as of the most recent date set forth below.

ORION HEALTH, INC.

By: 

Name: Sean Donoghue

Title: Senior Vice President

Date: February 28, 2020

STATE OF OKLAHOMA

By: 

Name: Derry Moore

Title: CIO

Date: 3-10-2020