

FIRST AMENDMENT TO PARTICIPATION AGREEMENT

This First Amendment to Participation Agreement (“Amendment”) is entered into by and between Oregon Health Network (“OHN”), an Oregon non-profit corporation, and _____ (“Participant”), a _____(describe)_____ located at _____, and is made effective as of _____ (the “Effective Date”).

OHN and Participant are parties to that certain Participation Agreement dated Effective _____ (“Agreement”), the terms of which are incorporated herein by this reference. The parties wish to amend and clarify certain terms of the Agreement by entering into this Amendment.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Participant Obligations.** In addition to the Participant Obligations specified in the Agreement the parties agree that the Participant shall complete and perform the following:
 - a. In event of an apparent network issue it is the responsibility of the Participant to engage its local IT support to determine that the nature of the problem does not reside on the local network/system and is actually a WAN problem unless otherwise contacted by the Network Operations Center (“NOC”) or Network Service Provider.
 - b. The Participant will be responsible for troubleshooting and resolving all LAN problems. These include but are not limited to local hardware, software, local network hardware, wiring, server, phone and user training issues.
 - c. The NOC will in no way be responsible for troubleshooting any local technical issues unless they are the directly related to the cause of a WAN issue or failure.
 - d. The Participant will inform the NOC or the Service Provider in the event of a suspected WAN problem.
 - e. The Participant will cooperate and work with the NOC or local service provider to resolve all WAN issues.
 - f. The Participant will notify OHN of any changes in its contact information in a timely manner.
 - g. The Participant will assist the NOC in the installation of the Leaf Node devices and replace defective Leaf nodes according to the outlined RMA process and SLA timeline.
 - h. The Participant will work in good faith with OHN to resolve any disputes between the Participant and the NOC or Service Providers.
 - i. The Participant will receive an incidence response report from the NOC and will be responsible for enforcing the terms of the contract between the Service Provider and themselves.

2. **OHN Obligations.** In addition to the OHN Obligations specified in the Agreement the parties agree that OHN shall complete and perform the following:
- a. OHN shall informally mediate any dispute between the NOC, the Service Provider and or the Participant.
 - b. OHN will work with the Participant and Service Providers to provide the NOC with a list of all approved OHN sites pursuant to the published Requests for Proposals, prioritization of their installation and contact and technical information for the Participant and Service Provider in a timely manner.

3. **Participant Authorization to NOC.** Participant understands and agrees that in order for the NOC to efficiently assist Participant in identifying problems which are the responsibility of the Service Provider under the agreement between the Service Provider and the Participant, it may be necessary from time to time for the NOC to complete and submit trouble tickets directly to the Service Provider on behalf of the Participant. This Amendment shall constitute Participant's written authorization allowing the NOC to submit trouble tickets to the Service Provider and work with the Service Provider to resolve service issues which are the responsibility of the Service Provider. In acting in such capacity in no way does the NOC become contractually bound by the agreement between the Service Provider and the Participant however the NOC will comply with all terms in such agreements with respect to the submission of trouble tickets. Participant gives OHN the authority to provide a copy of this Amendment to the NOC and Participant, at the request of the NOC, will provide the NOC any other documents necessary to complete the intent of this paragraph.

4. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. All other terms of the Agreement not otherwise modified or amended by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day of _____, 2009.

_____ (**Participant**)

NAME: _____

TITLE: _____

SIGNATURE: _____

OHN

NAME: _____

TITLE: _____

SIGNATURE: _____