

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.



IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day of _____, 2009.

_____ (Participant)

NAME: _____

TITLE: _____

SIGNATURE: _____

OHN

NAME: _____

TITLE: _____

SIGNATURE: _____