

HEALTH GORILLA PRODUCTS AND SERVICES DOCUMENTATION

Version: 4.0

Dated: July 2, 2024

The information below provides a detailed description of Health Gorilla's products and Services.

1. PRODUCTS AND ADDITIONAL DATA.

● **Health Interoperability Platform**

Health Gorilla's Health Interoperability Platform ("Platform") is a FHIR-native data platform that serves as the baseline for Health Gorilla's products and Services. Major features of the Platform include: FHIR Store, Provider Portal and Sandbox UI, Referral workflows, Messaging, Master Patient Index, Record Locator Services, and Data Normalization Engine.

Provider Portal and Sandbox User Interface features:

- **Provider Portal** (Clinical Viewer) - Nationwide aggregated records (Labs, CCDs, Progress Notes, History and Physical, Referrals, Medications, Vitals, Diagnoses, Allergies, Procedures, Immunizations, Family History, Social History, Encounters, Plan of Care and Human Graph).
- **Communication Services** - Secure Clinical Messaging via Communications tools provide integrated workflows for exchanging messages or clinical information with other providers including eFax, secure email, and SMS.
- **Customized branding** - iFrame or web portal usage of the Provider Portal and User Interface, including company logo; support email address; privacy email address; support phone number; PDF footer; outbound email address; and portal URL.

● **Patient360 Record Retrieval Service**

Patient360 enables Eligible Users to retrieve and view medical records electronically under HIPAA guidelines. These records can be retrieved via Health Gorilla's web-based user interface, via an iFrame API, or via FHIR APIs. Patient360 queries one or more of the "Available Networks" as defined below, and then processes the records through the Health Interoperability Platform to provide a consolidated patient-centric view of those medical records.

Patient 360 Available Networks

Patient 360 and Patient Access Services can initiate queries and retrieve data from multiple information-sharing networks. Some networks may have additional flow-down terms associated with being a participant in those networks through Health Gorilla. The Available Networks are as follows:

- Carequality: Connectivity to all active participants of the Carequality Framework.
- CommonWell 1.0: Connectivity to the non-QHIN participants of the CommonWell exchange network (Version 1.0, based on Change Healthcare environment).
- eHealth Exchange: Connectivity to all non-QHIN participants of the eHealth Exchange network.
- Health Gorilla HIN (HGHIN): Health Gorilla's private network.
- QHIN: The Health Gorilla QHIN enables Eligible Users to transact healthcare data with other organizations and individuals participating in data exchange activities under the Trusted Exchange Framework and Common Agreement (TEFCA). This exchange ecosystem operates under the oversight of the U.S. Department of Health and Human Services.
- QHIO: The Health Gorilla QHIO facilitates Eligible Users who have signed the California Data Sharing Agreement (DSA), to transact healthcare data with other DSA signatories in compliance with the California Data Exchange Framework (DxF). Note: the QHIO connection may require additional fees in addition to the Patient 360 fees.

Currently, the default set of networks enabled with Patient360 and Patient Access are Carequality, CommonWell 1.0, eHealth Exchange, QHIN and Health Gorilla HIN (collectively, the "Default Set"). *If no networks are specified in the Order Form, customers are connected to the Default Set.*

● **Patient360 Responder Only Service**

Certain customers are interested in sharing data on one or more Available Networks either for compliance purposes or simply to leverage the Available Networks as an efficient distribution mechanism. This service allows them to share identified clinical information through the networks as specified in Customer's Order Form(s). Customers push either C-CDA or FHIR resources via APIs to Health Gorilla and Health Gorilla will provide distribution of this information via a connected network. No initiation of queries is included in this Service.

● **QHIO Responder Only:**

Certain customers are interested in sharing data with the California DxF community either for compliance purposes or simply to leverage the HG QHIO as an efficient distribution mechanism. This service allows them to share identified clinical information through the DxF as specified in Customer's Order Form(s). Customers push either C-CDA or FHIR resources via APIs to Health Gorilla and Health Gorilla will provide distribution of this information via our QHIO. Customers are connected to Carequality and eHealth Exchange as part of this offering as well, per the DxF requirements. No initiation of queries is included in this Service. This

service also entitles the purchaser to receive ADTs from QHIO based ADT sources per the DxF. These ADTs can be delivered via API or through the HG Patient Chart portal.

- **QHIO ADT**

Hospitals and Nursing homes required to distribute the ADTs per the California DxF can use Health Gorilla to provide this service. Once onboarded their ADT feed can be distributed to other Health Gorilla QHIO participants or participants at other QHIOs under the DxF.

- **Patient Access Service**

Patient Access Service allows customers to enable patients (or their representatives) to retrieve electronic clinical information through the Health Gorilla Platform and then share this information with the customer. Patient Access Service can query the same networks that Patient360 can, to the extent that these networks support queries by patients exercising their HIPAA right of access, and assuming the patient can validate their identity via a NIST IAL2 process. Patient Access Service is currently available via API only.

- **Identity Verification Services**

Identity Verification Services enables developers to verify the identity of providers, patients, and other users who sign up for their platform. IAL2 Identity Verification iFrame API is a NIST 800-63-3 IAL2 compliant identity proofing API that enables developers to verify the identity of users who sign up for their platform.

- **Lab Network**

Lab Network allows qualified providers and organizations to place electronic orders and receive results of diagnostic and imaging tests, with any of the connected labs on Health Gorilla's Lab Network. Lab Network is available both as a web-based application using Health Gorilla's user interface, embedded via an iFrame API, or it can be utilized via FHIR APIs.

- **Admission, Discharge, and Transfer Data (ADT)**

The ADT Data Service provides connections to real-time admission, discharge, and transfer feeds nationwide. ADT Data includes data from in-patient and emergency department encounters and contains patient identification, contact information, event type, sending facility, insurance, diagnosis, and other key information for care teams. ADT Data is available as a developer friendly FHIR API or through the Health Gorilla web-based UI. The ADT Data offering is available as a "California-only" option (for QHIO participants) or as a national network.

- **Lab Subscription [Quest Data]**

Lab Subscription allows the requesting organization to receive lab results from Quest for their cohort of patients, regardless of who placed the lab order. Customers define a cohort of patients either via FHIR API or via a roster, and once a patient is enrolled, the service will deliver a 2 year history of results followed by ongoing result updates within 72 hours of the result having been generated.

2. PRODUCT TRANSACTION DEFINITIONS.

The definitions for transactions by Service and data are set forth below:

- **Patient360**

- **API:** A "Transaction" shall be defined as a successful API call for one of the following endpoints: \$p360-search, \$cq-search, \$cw-search, \$ehex-search, \$ghin-search or \$p360-retrieve. A successful API call is a class of 2XX successful response codes, where the request was successfully received, understood, and accepted.
- **UI:** A "Transaction" shall be defined as the press of the "Record retrieval" button (or the equivalent action) which initiates a request to HG Patient360 network sources.

- **Lab Network**

- The Data Exchange Fee is a fee that applies to every Customer Transaction. Customer shall pay Health Gorilla for each transaction delivered through Data Exchange of Services (each, a "Transaction"). Examples of Data Exchange include but are not limited to orders and results in the following format: 1) multiple individual tests; 2) a single discrete result which may consist of multiple individual tests; 3) a single discrete file consisting of multiple pages; or 4) an individual file with other data formats (including but not limited to formatted PDF, DICOM, or ZIP archives).

- **Patient Access Services**

- A patient access "Transaction" is defined as a successful retrieval of a patient's data either via an IAS query to the connected networks (an API call with a class of 2XX successful response codes).

- **Identity Verification Services**

- An identity verification "Transaction" is defined as a successful validation of a user's credentials and the retrieval of the certified identity validation token.

- **ADT Data and Lab Subscription**

- Transactions are billed based upon the maximum number of patients actively monitored each month. In other words, a "Transaction" is defined as one (1) distinct patient being monitored during one (1) calendar month.

3. TRANSACTION FEE.

The Transaction Fee means a fee that applies to each Customer Transaction. Customer shall pay to Health Gorilla for each Transaction delivered through data exchange of the Services. Examples of data exchange include and are not limited to orders and results in the following format: multiple individual tests; a single discrete result which may consist of multiple individual tests; a single discrete file consisting of multiple pages; or an individual file with other data formats (including but not limited to formatted PDF, DICOM, or ZIP archives).

4. SERVICES.

Unless otherwise noted in this Agreement or agreed to in writing by the Parties, the following conditions are based on information provided by the Customer relating to the Services subscriptions in an Order Form, and have been used to estimate Health Gorilla's required level of effort to deliver stated activation of service. Additional scope and effort by Health Gorilla may lead to additional fees and will be added under a separate statement of work, service order or similar written documentation ("Service Order").

- (a) **Date of First Invoice:** Unless otherwise agreed upon by both Parties and duly executed in writing, Health Gorilla will send the first invoice 30 (thirty) days after the Effective Date of the Agreement.
- (b) **Customer Access:** Customer Access is defined as below.
 - Health Interoperability Platform: defined as activation of services in the Health Interoperability Platform.
 - Patient 360, Full National Interoperability, and Patient Access Services: defined as Customer's ability to access and transmit data to live networks via permitted exchange.
 - Lab Network: defined as Customer's ability to access and transmit data to live networks via permitted exchange. Any customization or out of scope requests from what is defined herein shall not be considered as impeding Customer Access.
- (c) **Implementation Period:** Services referenced herein are in support of standard Health Gorilla's functionality as defined by the applicable Agreement or Service Order, except as may otherwise be specified in a Service Order. Unless otherwise agreed upon by both Parties and duly executed in writing as a separate contract or addendum, the obligation of Health Gorilla to implement the requested Services as selected generally ranges from one (1) week to three (3) months.
- (d) **No Recording:** Customer will not film or record Health Gorilla's delivery of its deployment process or any other Services or materials provided.
- (e) **Cancellation / Postponement:** Health Gorilla and Customer will use commercially reasonable efforts to attend all scheduled project meetings. Customer's repeated cancellation of project meetings (two or more) may result in a delay in Customer Access and additional costs to Customer.

5. CUSTOMER RESOURCE AVAILABILITY.

Project estimates are based on availability of Customer resources and key decision makers as set forth in this Agreement. Lack of access or change to project stakeholders will impact timelines and costs if decisions cannot be made in a timely fashion.

Customer is responsible for acknowledging, reviewing, and responding to documentation relating to the implementation of the Services. Relevant components of documentation may include deployment plans, training collateral, escalation issues, or end-of-project collateral. Some documentation may require Customer's signature / e-signature before Health Gorilla can continue with implementing and providing the Services, and Customer is responsible for responding in a timely and collaborative fashion.

Customer is further responsible for any engagement and management of its third-party vendors and/or Eligible Users. Customer will provide relevant contacts (as set forth herein) and subject matter experts in a timely fashion to be made available for any necessary work to deliver Customer Access according to a mutually agreed-upon project schedule.

6. ADDITIONAL PROFESSIONAL SERVICES.

For any professional services requested that are outside the scope set forth in this document, the Parties will enter a separate Service Order, with mutually agreed upon scope and fees, signed by both Parties.

7. SERVICE LEVEL AGREEMENT ("SLA") – MAINTENANCE AND SUPPORT SERVICES.

- (a) **AVAILABILITY.** During any month, the Health Gorilla servers supporting the Health Gorilla Technology shall be available for access at least 99.9% of the time, excluding scheduled maintenance, events that are controlled entirely by third parties, and force majeure events. Health Gorilla shall maintain a backup and recovery system in compliance to meet the disaster recovery standards for Customer data, including a minimum RPO (Recovery point objective- data being lost) of 24 hours and RTO (recovery time objective - applications and systems) of 7 days. This SLA shall only apply to Customer-reported problems and does not extend to Eligible Users.

- (b) **PRODUCT SUPPORT SERVICE; RESPONSE AND RESOLUTION TIMES.** Health Gorilla will provide Customer with its Customer Care Support Center to address user issues related to the technology use and functionality in the manner described in this Section.
- (i) **Maintenance.** Health Gorilla will make commercially reasonable efforts to perform all scheduled maintenance within a standard monthly maintenance window, which is least likely to impact the operations of the Customer and will last no more than 2 hours once per week. Where it is not possible to complete the maintenance within this window, Health Gorilla will provide advance notice (of at least a two-day minimum, wherever possible) to Customer for additional scheduled downtime for repair or maintenance.
 - (ii) **Availability.** Health Gorilla will use commercially reasonable efforts to timely provide notice to Customer for unplanned downtime for repair or maintenance. This notice will include information about anticipated impacts of maintenance or repair on the Services, and the anticipated length of time the Health Gorilla Technology and/ or Services will not be fully available and/ or accessible. Notwithstanding the following, Health Gorilla will provide unlimited telephone and e-mail support on Monday– Friday, from 6 am – 6 pm (Pacific Standard Time and excluding all Federal Holidays) on all Severity 1 and 2 categories as defined below.
 - (iii) **Severity Designations.** Health Gorilla, at its sole discretion, agrees to use the following severity levels to determine the severity level of any failure of the Health Gorilla Technology:

Severity Category	Initial Response Time	Follow-up Time
Urgent: An error or malfunction which prevents or threatens to prevent the supported software-as-a-service offering (SaaS) from performing any or all the intended functions such that Customer's business operations are catastrophically impacted and there is no feasible workaround.	2 Business Hours	Every 8 Hours
High: An error or malfunction that while not catastrophic it otherwise prevents the supported SaaS from performing significant functions such that Customer's ability to derive the intended practical benefits from the utilization of the supported software are materially and adversely impacted and where there is no feasible workaround.	4 Business Hours	8 Business Hours

- (c) **HOSTING OF THE APPLICATION.** Health Gorilla shall bear sole responsibility for the operation and maintenance of the Platform, and any third-party application software that is a Health Gorilla partner and is associated with, or necessary for, the operation and functioning of the Health Gorilla Technology, including functions associated with access to the Services.
- (d) **CUSTOMER AND THIRD-PARTY RESPONSIBILITIES.** Customer will be responsible for providing or causing to be provided all updates or changes to and/or deletions of their materials as necessary from time to time for the provision of the Health Gorilla Services. Health Gorilla will only support each API version for a period of twenty-four (24) months after general release. To receive maintenance and support services as described herein, Customer is required to run a supported API version. Should Customer and/ or the Eligible Users choose not to provide some or all these materials, or fail to remain on a supported API version, Customer recognizes that the efficacy of the Health Gorilla Services and Health Gorilla Technology may be compromised and accepts responsibility for any related degradation and/ or lack of performance.
- (e) **LIMITATIONS.** Health Gorilla is limited by third-party service disruptions from internet service providers, power providers, or similar third-party providers and their effects on the Health Gorilla Technology and Services. Health Gorilla shall not be responsible for Customer liabilities associated with such third-party disruptions of service.