



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING

DATE OF REQUEST: July 8, 2011

FROM: Carmine Rocco, Health Director

[Handwritten signature of Carmine Rocco]

MEETING DATE REQUESTED: Monday, July 18, 2011

Regular meetings: First (1st) Monday of the month at 9:00 am Third (3rd) Monday of the month at 5:30 pm

SUBJECT: North Carolina TeleHealth Network-Public Health Subscription Agreement (NCTN-PH) and NC Alliance of Public Health Agencies, Inc. Agreement

REQUEST: CONSENT AGENDA

(What action are you seeking?)

Consent to continue an agreement between the Health Department and Cabarrus Health Alliance to provide direct backup Internet service.

Consent to contract with the NC Alliance of Public Health Agencies to provide contract services for professional medical, dental and other health related services such as a WIC Nutritionist.

BACKGROUND:

(Research and justification of proposal and need; Alternatives evaluated; Legal Basis: Outcome-What will be achieved and how will it be measured?)

IMPLEMENTATION PLAN:

(How and when will staff undertake the action?)

FINANCIAL IMPACT STATEMENT:

(What is the cost? Where is the money coming from? Optional or mandated?)

*See Attached Contract List

SUPPORTING ATTACHMENTS: YES X NO HOW MANY? 14

LIST: NCTN-PH Subscription Agreement

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES _____ NO X

PERSON MAKING PRESENTATION AT MEETING: Carmine Rocco
TITLE: Health Director
PHONE NUMBER: 452-6675 ext. 2227
E-MAIL: crocco@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.

HCHD CONTRACT LIST
2011-2012

COMMISSIONERS

CONTRACTS	AGREEMENT	AMOUNT	LENGTH OF TIME
NC ALLIANCE OF PUBLIC HEALTH AGENCIES, INC.	Provides Contract Services for Professional medical, dental and other health related services such as WIC Nutritionist	\$105,940	FY 11-12
NCTN-PH	Direct Internet Connection required to maintain Internet connection for Department operations.	\$3,495.48	3 yrs 08-31-10 08-31-13

NORTH CAROLINA ALLIANCE OF PUBLIC HEALTH AGENCIES, INC.
CONTRACT

This Public Health Staffing Agreement (“Agreement”) is entered into by and between Haywood County Health Department and the North Carolina Alliance of Public Health Agencies, Inc. (Agency) for the purpose of using Public Health Professionals to provide professional services at Client’s facility(ies).

1. DESCRIPTION OF SERVICES. The Alliance will use its best efforts to recruit qualified Public Health Professionals in accordance with Client’s specifications for staffing of Client’s facility. Exhibit A sets forth the specific services to be furnished by Agency, together with current fees for these services.
2. PUBLIC HEALTH PERSONNEL QUALIFICATIONS. Agency will provide Client with qualifications of the Public Health Professionals, including a completed application. When Public Health Personnel have been confirmed for an assignment with Client, Agency will provide Client with the requirements that can be found in Exhibits B.
3. COMPENSATION TO AGENCY. Agency will invoice Client for services rendered under this Agreement in accordance with the Schedule of Rates outlined in Exhibit A of this Agreement. Should Agency be required to pay Public Health Personnel any wage/hour penalty as required by state law, such penalty shall be billed at the regular rate. Payment by Client shall be due upon receipt of an invoice from Agency. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s), or objection(s). Failure to notify Agency within that time shall constitute a waiver of any objection thereto. Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts unpaid by for thirty (30) days or more. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys’ fees in bringing such action.

The Client will also reimburse the Agency for advertising conducted while recruiting specific personnel when advertising is done at the request of the Client.

4. TERMINATION OF ASSIGNMENT. The assignment of Public Health Personnel will be terminated by Agency upon Client’s notice. If Public Health Personnel are terminated for cause, the Agency requires the Client provide in writing that the Public Health Personnel is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client’s permission during scheduled times, is insubordinate, engages in substance abuse, violates Client’s express rules or regulations, is dishonest, engages in illegal discrimination towards staff patient(s) or legal guardian, loses

license, becomes in poor standing with an applicable board or engages in other unprofessional conduct or breach of or neglect of duty. For any reasons other than those listed above, the Client agrees to give Agency sufficient written notice of cancellation of any Public Health Personnel once a confirmation has been set by Agency.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, action, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (1) any governmental or administrative agency and/or (2) any Public Health Personnel or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or any federal, state or other governmental statute or regulation. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

Agency shall indemnify Client for all costs, liabilities or losses associated with defending any charge, complaint, claim, action, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (1) any governmental or administrative agency and/or (2) any Public Health Personnel or anyone acting on his/her behalf, in which Agency's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or any federal, state or other governmental statute or regulation. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

5. **TIMESHEETS AND REPORTING OF HOURS WORKED.** Client shall report all hours worked for each pay period within two business days following the close of the pay periods. Pay periods are defined as first (1st) through fifteenth (15th) of the month and the sixteenth (16th) through the last day of the month.
6. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
7. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran

status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws.

Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Public Health Personnel immediately.

8. NOTICES. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
3000 Industrial, Ste. 140
Raleigh, NC 27609

CLIENT: Haywood County Health Department
2177 Asheville Road
Waynesville, NC 28786

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. No amendments to this Agreement may be made except by written agreement.
10. PERFORMANCE EVALUATION. Client agrees to complete a written evaluation regarding the performance of each member of the Public Health Personnel assigned to their county as needed and/or upon completion of their assignment, and to forward this evaluation to Agency within fifteen (15) days. Client may complete the performance evaluation of either the form provided by the Agency or a comparable form of their choosing.
11. CONFIDENTIAL INFORMATION. Client shall comply with HIPAA regulations, keep confidential all Confidential Information of Agency, and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without Agency's express written consent, unless required to do so by law, court order or subpoena in which case Client shall not disclose such information until it has provided advance notice to Agency such that Agency may timely act to protect such disclosure. For purposes of this

provision, "Confidential Information" means non-public information about Agency and its employees that is disclosed or becomes known to Client as a consequence or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Public Health Personnel and prospective Public Health Personnel names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature.

12. CONSENT TO FAX, CALL, EMAIL. In order to ensure that Agency is in compliance with all FCC regulations, Client hereby expressly grants permission to Agency to telephone and email Client and its employees, and to send any and all future facsimile communications to all Client fax numbers.
13. TERMS. The term of this Agreement shall be for a period of one (1) year, ending **June 30, 2012**. Either party may terminate the contract at any time upon provision of thirty (30) days written notice to the other party, provided however, all Public Health Personnel currently confirmed for an assignment, or at work on an assignment, will be permitted to complete their assignments, in accordance with the terms of this Agreement.
14. CLIENT TRAINING. Client agrees to comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. The Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide the Public Health Personnel with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Public Health Personnel. Client agrees to provide copies of all records of post-exposure care to Agency.

Client agrees to orient Public Health Personnel to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures.

15. INDEMNIFICATION. Client agrees to indemnify and hold harmless Agency for any and all administrative fines, legal judgments, damages, attorney's fees, or costs resulting from lawsuits or administrative enforcement actions, which it may suffer, sustain, or become subject to as a result of any act or omission of the Client or the Client's officers, employees, agents or servants in performing its duties hereunder.

The Agency agrees to indemnify and hold harmless Client for any and all administrative fines, legal judgments, damages, attorney's fees or costs resulting

EXHIBIT A
RATE SCHEDULE

- A. **COMPENSATION OF PUBLIC HEALTH PERSONNEL.** Client will designate a representative to report to Agency all time worked by each Public Health Personnel on a mutually agreed schedule. Agency has responsibility for all compensation of Public Health Personnel working at Client's facility(ies) under this Agreement, including payment of wages, tax withholdings, professionals' compensation premiums, Social Security and all other obligations imposed on employers by federal, state and/or local laws and regulations. If the Public Health Personnel does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Public Health Personnel, with leave concession addressed at time of hire. Agency will obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States.
- B. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing professionals' compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of the Public Health Personnel's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Healthcare Professional a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Public Health Personnel with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Public Health Personnel to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Public Health Personnel, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim.
- C. **SCHEDULE OF RATES.** Hourly rates are determined by the Agency with the Client plus a 33% administrative fee. For Salaried Public Health Personnel whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply. For Salaried Public Health Personnel whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel

reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.

- D. OVERTIME. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Public Health Personnel for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Public Health Personnel based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least ninety (90) days prior to the effective date of such changes.

**EXHIBIT B
REQUIREMENT GUIDELINES**

Requirement	Schedule	Interpretation
Hepatitis B	2 doses 4 weeks apart; 3 rd dose 5 months after 2 nd ; booster not necessary	The Alliance's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
Measles	One dose; second dose at least 1 month later	The Alliance's policy for Measles vaccination follows CDC recommendations. MMR X 2, live measles vaccines X 2, or serologic evidence of immunity. No vaccine or titer is required for those individuals born prior to 1957. Should questions about immunity of the Public Health Personnel arise, the Alliance recommends the Public Health Personnel consult with their medical practitioner to determine the need/practicality/suitability for vaccination. CDC studies have shown that approximately 6% of those born prior to 1957 do not have immunity.
Mumps	One dose; no booster	The Alliance's policy for Mumps vaccination follows CDC recommendations. MMR X 1, mumps vaccine X 1, or serologic evidence of immunity. Recommended, not required.
Rubella	One dose, no booster	The Alliance's policy for Rubella vaccination follows CDC recommendations. MMR X 1, rubella vaccine X 1, or serologic evidence of immunity. No vaccine or titer is required for those individuals born prior to 1957. Should questions about immunity of the Public Health Personnel arise, the Alliance recommends the Public Health Personnel consult with their medical practitioner to determine the need/practicality/suitability for vaccination. CDC studies have shown that about 6% of those born prior to 1957 do not have immunity.
Tuberculosis Screening	Upon hire	The Alliance's policy for Tuberculosis screening follows CDC recommendations.
Criminal Background Check	Performed upon hiring	The Alliance's policy is to conduct Criminal Background Checks upon hire on all Public Health Personnel unless otherwise instructed by client. If there is a gap in employment or the Public Health Personnel leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.

OIG Sanctions Check	Upon application	The Alliance has a check procedure in place. Each applicant is checked against the OIG database upon application.
State license, registration or certification (when required)	Per state board of nursing or other licensing agency	The Alliance contacts the State Board or other licensing agency prior to the Public Health Personnel's start date to confirm that the license, registration or certification is active and in good standing. The Alliance will not knowingly employ a professional that has an action against their license.
BCLS	Current Card	The Alliance accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Public Health Personnel.
I-9	Upon hire and if documents expire	The Alliance collects a completed I-9 and the appropriate INS required documentation on every Public Health Personnel member prior to their start date.

NCTN-PH Subscription Agreement

This is a subscription agreement (hereafter known as the Agreement) between the Public Health Authority of Cabarrus County, (dba Cabarrus Health Alliance (CHA, hereafter)) and **Haywood County Health Department**, hereafter known as the subscriber. The Agreement describes the terms of service for a subscriber to the North Carolina TeleHealth Network (NCTN). The NCTN is a service designed to assist participants in the network, including public health agencies, NC Association of Free Clinic members in obtaining and using broadband services under the Federal Communications Commission's Rural Healthcare Pilot Program (RHCPP). The RHCPP's key role in the NCTN is to supply discount funds to the network vendor for RHCPP eligible broadband services provided to subscribers. The parties do hereby agree as follows: 

This Agreement is designed to be serviced under a contract by and between CHA and a vendor which shall be the exclusive parties thereunder (hereafter known as the Contract) between CHA and the network vendor to supply the network services.

Acronyms and Definitions

This section contains a description of terms used throughout the document.

FCC – the Federal Communications Commission

FCL – Funding Commitment Letter – a formal means by which the FCC commits to providing discounts related to network services to an RHCPP selectee.

NCTN – North Carolina TeleHealth Network – a broadband network created and operated by CHA in its role as the project coordinator for a project named “NCTN” in the FCC’s Rural Healthcare Pilot Program. The NCTN has two phases- NCTN-PH for public health and free clinics, and NCTN-H for hospitals.

RHCPP – Rural Healthcare Pilot Program – a program created by FCC order 07-198. The order defines the extent of the program, lists selectees (of which the NCTN is one), and discount amounts available to selectees to use to defray the network service costs for eligible services and sites.

USAC – Universal Services Administrative Company - the FCC’s administrator for the Universal Service Fund.

1) General Requirements of Subscribers

The subscriber shall provide adequate access to a serviced site and personnel for network service providers to plan, install, maintain, inspect, and dismantle the subscribed network services and any other network services collocated at the site.

A subscriber who has a portion of network services paid by the RHCPP agrees to use the discounted NCTN services only for RHCPP-eligible discounted activities. Eligible uses are spelled out in FCC order 07-198 section III.E. In summary, all functions that are required to be

carried out by public health agencies are eligible; functions associated with care provision by free clinics are eligible. The FCC is the final arbiter of which service costs are eligible for discount.

If the subscriber anticipates in engaging in usage of the network that includes non-eligible activities, the subscriber will notify CHA. CHA and the subscriber will then resolve whether the usage is eligible or not and, if not, create a "fair share" proposal for approval by the RHCPP. Once approved, the subscriber will abide by the new arrangements in the proposal.

Unless CHA Is notified otherwise in writing, signing this subscription agreement shall indicate that the subscriber is engaged only in eligible uses.

During the term of the Agreement, if the subscriber anticipates or discovers changes in network usage that include non-eligible uses then the subscriber shall contact CHA in writing and cooperate in creating/adjusting a "fair share" agreement. In all cases, costs associated with non-eligible use of NCTN-PH services shall be paid by the subscriber. If an audit reveals that the eligible use level is lower than initially agreed, the subscriber will be responsible for paying any back charges, fees, fines or other payments associated with this finding.

Subscriber agrees to use the network for legal purposes only. Illegal use may result in termination of the services and other legal actions. Subscriber is entirely responsible for its use of the network services. Subscriber will take steps to prevent the use of its attachment to the network for spreading viruses and/or other malware; the steps will include cooperating with CHA or its designees to stop such usage. CHA has authority to manage the network services for the benefit of the subscriber community and thus may alter traffic flow for a subscriber who is using those services in a way other than as permitted in the subscriber agreement.

An Acceptable Use Policy (AUP) is attached to and part of this Agreement. The AUP must be agreed to and initialed by the subscriber as part of becoming an NCTN-PH subscriber. A key part of this AUP requires that subscribers maintain contact information with one or more subscriber site managers for the network vendor to use to resolve network issues and provide alerts. Maintaining this contact list with current points of contact available to participate in resolving network issues is critical to assuring adequate network services. Subscriber acknowledges that parts of the AUP allow the network vendor to limit network connectivity for the subscriber in response events that may damage the ability of other subscribers to maintain secure service.

2) NCTN-PH Implementation Process

Subscriber agrees to participate in the NCTN-PH implementation process including a potential interview, training, and other activities needed to support the implementation.

The costs for the network services depend partially on how many sites subscribe to the network. Generally, more subscribing sites means less cost per site. In order to get the best price for the sites that subscribe, the NCTN-PH implementation process includes a feature where each subscriber is offered a service at a maximum price that will be adjusted lower if enough sites subscribe to allow for reductions.

Therefore, this subscription agreement includes a Service Offering Attachment that contains an offer of a specific network service, at a specific site, at a specific maximum price to be offered to the subscriber within 120 days of the subscription agreement date. The subscriber agrees to accept this service at this site at the stated maximum price when offered within the 120 day time frame. The actual final price may be lower than the maximum price listed depending on the number of subscribers.

Being able to offer the services requires that the Contract be completed by CHA and the network vendor. Additionally, the FCC must accept this Contract and other documents and provide a funding commitment letter (and FCL) to allow the NCTN-PH to use approximately \$6,000,000 in discounts to partially pay for network services for eligible sites and uses. This subscription agreement is contingent on CHA obtaining this FCL. If the FCL is not provided in a timely way, the subscription agreement may be terminated by CHA.

The amount of the RHCPP discount available to each site depends partially on how many sites subscribe to the NCTN-PH. The Service Offering Attachment includes a minimum discount. The amount of discount available to each site will be increased, unless all sites subscribe, once the site count is known – in the first 120 days after the signing of the Contract.

Therefore, the subscriber agrees to pay the portion of the price for services that are not paid by the RHCPP as detailed in the Service Offering Attachment. Further, the subscriber agrees to pay a subscription fee as noted in the Service Offering Attachment for the term of this subscription agreement. The subscription fee is to defer the costs of program management including invoicing, reporting, audits, and other activities in support of the NCTN-PH.

In order to accommodate cash flow needs, the subscriber shall pay 1) An initial payment equal to the installation fee and 3 months of service fees and subscription fees 2) a monthly service fee and subscription fee starting in the second month of service and each subsequent month until all fees due for the term of the subscription have been paid.

3) Subscription Term and Termination

The subscription agreement shall begin on the signing date and continue until three years after network service is first accepted in writing by the subscriber. Payment for services under this subscription agreement begins only when network service is accepted by the subscriber in writing.

The subscription agreement may be terminated by the subscriber prior to the three year service point only in one or more of the following circumstances:

- 1) The service type is not offered to the subscriber at or below the maximum specified price within 120 days after the subscription agreement begins.
- 2) The subscriber terminates the subscription agreement due to unavailability of funds. The termination notice must be provided in writing to CHA with at least three months notice before the requested termination date.

- 3) The site of service ceases to be one used for eligible purposes by the subscriber and the subscriber does not wish to move the site of service to a new location.

In the case of a move of network service to a new site engaged in eligible use the subscription agreement will be amended so that the subscriber will continue to receive the same amount of discount funding at the new site, up to the 85% maximum allowed under RHCPP. The subscriber shall be responsible for the costs of moving the service and any higher or lower portion of the cost not paid for by the RHCPP discounts. FCC approval may be required to allow for RHCPP discount usage at the new site. CHA is not obliged to continue the discounts at the new site if FCC approval is not forthcoming in a timely way.

The subscription agreement may be terminated by CHA prior to the three year service point in only any of the following circumstances:

- 1) Funds for the service and the subscription fee are not received in a timely way from the subscriber.
- 2) The Contract between CHA and the network vendor is terminated for any reason.
- 3) The RHCPP fails to provide the amount of planned discount funds for the site to the vendor in a timely way.
- 4) CHA finds that the subscriber has breached the Agreement.

In each case, CHA will notify the subscriber, in writing, of the subscription termination with at least 30 days notice.

4) NCTN-PH Operations Process

The subscriber agrees to appoint two persons to be contacts for the purposes of routine inquiries, training, and tasks associated with establishing and operating the network service at each site. Subscribers with multiple sites may use the same appointees for more than one site. If and when an appointee becomes unable to perform his/her duties, the subscriber shall appoint a replacement. At least one appointee will be designated as the "site manager" and thus may make decisions reserved for the site manager in the Contract for services with the network provider.

The NCTN-PH shall use the "help desk" function of the vendor providing NCTN-PH services as the contact point for network operations. The subscriber agrees to use this function to resolve operational issues with the services.

The subscriber agrees to provide to CHA an annual report of NCTN-PH experience by completing a survey to gather information for the report and participating in any follow-up discussions needed for clarification. The combined report may be made public.

Approximately 18 months into the term of the subscription agreement, the subscriber agrees to participate in transition planning with CHA to determine if and how network service will be continued after the end of the subscription agreement term. This planning exercise may result in a continuation of the subscription agreement with amendments.

CHA, the RHCPP, or other entities may require that the NCTN-PH participate in audits or surveys of various types. The subscriber agrees to participate in these audits and surveys as needed. The subscriber's obligation to participate in audits continues after the termination of this Agreement.

5) Additions of service

A subscriber may ask for additional services from the vendor that are not covered by the Contract between CHA and the vendor. Agreements for such services are not disallowed by this Agreement and are not part of this Agreement.

Subscribers may determine that they wish to upgrade network services provided under this subscription agreement. The Contract between CHA and the vendor supports some methods for doing this. Such upgrades are at the subscriber's expense. Subscribers must contact CHA in writing to make this request.

Subscriber and CHA acknowledge that the services offered under this Agreement do not support network equipment or services internal to a subscribed site or hub. These internal networking services/equipment are the responsibility of the subscriber to provide.

6) Assignment

This Agreement shall inure to the benefit of and be binding on the parties, and their successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

In order to create a more robust and sustainable NCTN-PH, CHA anticipates transferring its obligations and rights under this subscription agreement to another party. The subscriber agrees that CHA may transfer its obligations and rights under this Agreement to another party in consultation, with the FCC (during the life of the RHCPP), the NC Association of Local Health Directors, and the NC Association of Free Clinics.

7) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to principles of conflicts of law.

8) Notices: All notices required or permitted by this Agreement shall be in writing and delivered by hand, courier, overnight delivery service with record of receipt or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following addresses:

(a) If to CHA: Cabarrus Health Alliance, 1307 S Cannon Blvd, Kannapolis NC 28083-6232

Attention: Dr. William F. Pilkington, Director

(b) If for subscriber, See Address for Notices in the signature page.

- 9) Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect to the greatest extent permitted by law.
- 10) Amendment and Modification: This Agreement may be amended, changed or modified only by an instrument in writing signed by duly authorized representatives of the Parties hereto.
- 11) Entire Agreement: This Agreement contains all of the agreements of the parties concerning the subject matter herein, and supersedes any and all prior agreements made or executed by or on behalf of the parties hereto regarding such subject matter.
- 12) Good Faith Efforts and Fitness for Purpose: CHA makes no claim that the services provided under this subscription agreement are fit or appropriate for any particular purpose. Subscriber agrees that CHA's role in providing the services is limited to making good faith efforts to assure that the network vendor is providing services as per CHA's agreement with the network vendor.
- 13) Pre-audit certification: If the subscriber is a public agency in NC, the subscriber will provide a pre-audit certification as part of the subscription agreement.

14) Disputes.

a) Obligation of Good Faith: Before either Party initiates any formal action against the other relating to a dispute or claim under this Agreement, the Parties agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Agreement, the Parties' performance under it, or its breach. To this end, either Party may request, after informal discussions have failed to resolve a dispute or claim that each Party designate an officer or other management employee with authority to bind the Party to meet in good faith and attempt to resolve the dispute or claim. During their discussions, each Party will honor the other's reasonable requests for information which is not privileged and which relates to the dispute or claim.

b) Informal Dispute Resolution: Prior to initiating the formal dispute resolution process, the principle executive officers of the Parties will schedule a meeting to be held within thirty (30) days of the management representative meeting described in Section 9.1, above. Prior to the meeting each principal officer shall review and educate himself or herself about the circumstances and details of the dispute. At the meeting, the principal officer shall work in good faith to resolve the claim, frankly speaking with each other about the respective positions of the parties, as well as other relevant issues, including, without limitation, the seriousness of the claim, the amount and likelihood of potential recovery, the time, attention and cost required by the parties to undertake formal dispute resolution and possible alternative compromises, arrangements or relationship restructuring may be available to resolve the dispute.

c) Formal Dispute Resolution: If any dispute arising out of or relating to this Agreement that is not resolved by the parties results in a formal legal action or claim, then the Parties agree they will petition the court, within sixty (60) days of the service of process on the non-instituting Party, to order the Parties to mediation under an alternate dispute resolution program or procedure as may have been adopted or approved by the court. The parties agree that

their participation in a mediation and the entire mediation proceeding, including but not limited to all statements, discussions, conducts, rulings, findings or determinations in that mediation proceeding will be confidential, will constitute settlement negotiations under Rule 408 of the Federal Rules of Evidence.

15) Taxes: All foreign, federal, state and local taxes, and all duties and government fees, whether stated in the Agreement or not, shall be the obligation of subscriber.

Cabarrus Health Alliance
Approved By: [Signature]
(Signature)
Print Name: William Pickens
Title: CEO
Date: 10/19/2010

Subscriber
Approved By: [Signature]
(Signature)
Print Name: Carmine F. Rocco
Title: Health Director
Date: 8/31/10

Address for notices to Subscriber:
___ Haywood County Health Department ___
___ 2177 Asheville Road ___
___ Waynesville, NC 28786 ___

**Pre-audit Certification
By Subscriber**

Signature: _____
Name: _____
Title: _____
Date: _____

"Provision for the payment of monies to fall due under this agreement has been made by appropriation duly authorized, as required by the local Government Budget and Fiscal Control Act."

[Signature]
David Cotton, County Manager:

Date: 9/14/10

[Signature]
Julie H. Davis, County Finance Officer:

Date: 9/14/10

Service Offering Attachment (for multiple sites per subscriber)

This Service Offering Attachment (SOA) is part of the subscription agreement (Agreement). The SOA presents a set of choices for the subscriber to make about NCTN-PH services to be provided by CHA and paid for by the subscriber under this Agreement. The subscriber must complete this Service Offering Attachment as part of becoming an NCTN-PH subscriber. Complete the data items and selections below as per the instructions.

Offer Date: 07/01/2010

This Service Offering (SO) is made on the Offer Date above. The Subscriber has 30 days from the Offer Date to take one of the following actions:

1. Complete the SOA as instructed below and return the SOA and encompassing Subscription Agreement with appropriate signatures to:
NC Rural Economic Development Center
Attn: Richard Kelly
4021 Carya Dr, Raleigh NC 27610
and via email to nctn@e-nc.org

-OR-

2. Notify Richard Kelly via email (nctn@e-nc.org) that the subscriber will require more than 30 days but no more than 60 days past the Offer Date to consider the Agreement, including SOA. This notification will not be considered to be provided unless the subscriber receives a reply via email confirming that the period to accept the offer has been extended.

If the subscriber takes neither one of the actions above within 30 days of the Offer Date, the offer is null and void.

The Eligible Site Table below is a list of all of NCTN-PH registered sites for the subscriber including for each site, an offered service type, maximum costs, and any offered RHCPP discount.

Eligible Site Table (EST)

Site 1	Site 1
NCTN-PH Site#	17235-00-0083
Site Name	Haywood County Health Department
Site Address	2177 ASHEVILLE RD
City	Waynesville
State	NC
Zip	28786
Service Type-*	Service Type 1, Service Type 3
Administration Fee/mo	\$50.00
RHCPP Discount %- *	85%
Max/mo Broadband Service Fee	\$235.04
Max Install Fee	\$75.00
Total Max/mo Subscriber Fee	\$285.04
Subscriber Accepts Service at this site (Yes, No, Hub)	YES
% of eligible use by this site in hub-attached mode	NA
Site 2	Site 2
NCTN-PH Site#	17235-00-0219
Site Name	Haywood County HD-Dental Department
Site Address	2147 ASHEVILLE RD
City	Waynesville
State	NC
Zip	28786
Service Type-*	Service Type 1, Service Type 3
Administration Fee/mo	\$50.00
RHCPP Discount %- *	0%
Max/mo Broadband Service Fee	\$1566.94
Max Install Fee	\$500.00
Total Max/mo Subscriber Fee	\$1616.94
Subscriber Accepts Service at this site (Yes, No, Hub)	
% of eligible use by this site in hub-attached mode	
Site 3	Site 3
NCTN-PH Site#	17235-00-0218
Site Name	Haywood County HD-Environmental Health
Site Address	1233 N MAIN ST
City	Waynesville
State	NC
Zip	28786
Service Type-*	Service Type 1, Service Type 3
Administration Fee/mo	\$50.00
RHCPP Discount %- *	0%

Max/mo Broadband Service Fee	\$1566.94
Max Install Fee	\$500.00
Total Max/mo Subscriber Fee	\$1616.94
Subscriber Accepts Service at this site (Yes, No, Hub)	
% of eligible use by this site in hub-attached mode	

*- See NCTN-PH Service Type Descriptions below.

*- The "RHCPP Discount%" is the percentage of RHCPP discount that was applied to calculate the "Max/mo Broadband Service Fee" and the "Max Install Fee"

*- The Total Max/mo Subscription Fee is the sum of the "Max/mo Broadband Service Fee" and the "Administration Fee/mo" and is the amount that the subscriber would pay on a monthly basis for the NCTN-PH services at the site.

*- The Max Install Fee is a one-time charge to the subscriber for installing the NCTN-PH service at the site.

Hub/Data Center Services: {This section will appear only for LHDs}

The subscriber may choose to have services listed for "Site 1" in the EST instead connected at a hub/data center site that is itself connected to one (or more) of the site(s) in the EST.

Check whichever option applies to you as a subscriber:

1) I won't use a hub/data center in making an NCTN-PH connection

2) I am not sure whether I want to use a hub/data center in making my NCTN-PH connection. I want a consult from the network vendor to help determine this. The consult will result in an amended Agreement that chooses option 1 or 3.

3) I agree to have services listed for one of the sites in the EST instead connected at a hub/data center site that is itself connected to one or more of the site(s) in the EST.

If subscriber chose option 3 above,

1) The services in "Site 1" in the EST will be connected at the Hub/Data Center (detailed below) rather than at the EST-listed site; this EST-listed site is called the "Substituted Site". The maximum fees and svc type for this hub/data center service shall be those that are listed in the EST for the Substituted Site.

To indicate the use of "hub-attached" mode, the subscriber must complete the EST entry in the "Substitution Accepts Service..." row for the Site 1 by writing in "Hub". Subscriber agrees that by doing so the subscriber is accepting service at the hub site (detailed below) and is agreeing to payment of the one-time "Max install fee" and the "Total Max/mo Subscription Fee" monthly for the duration of the Agreement along with the other subscriber obligations stated throughout the Agreement provided that the service of the type noted in the EST

for the site is installed by CHA, through its network vendor, within the time frame described here.

If the Substitute Site is provided an RHCPP Discount, the Hub/Data Center Site may require approval of the FCC under the RHCPP. If approval is not forthcoming in a timely way, CHA may not offer service at the Hub/Data Center site and may request the subscriber to amend its request for service.

- 2) You, the subscriber, must provide information about the Hub/Data Center Site below:

Hub/Data Center Site location information:

I, as a subscriber, agree to have the NCTN-PH service listed in the EST for the Substituted Site provided at the following Hub/Data Center address:

Hub/DC Name:

Street Address:

City, State, ZIP:

Phone number (at the hub site):

- 3) If the subscriber's other (than the Substituted Site) eligible sites, listed in the EST, are also attached to the hub site and the RHCPP Discount % for Site 1 is not 0% (i.e. Site 1 is provided a discount) then the subscriber may choose to allocate parts of this discount amount to the Substituted Site and the other eligible sites (i.e. Site 2, 3, etc). The potential advantage of doing this for the subscriber is that the other eligible sites can then send traffic over the NCTN link at the hub without additional payments.

The subscriber must indicate a desire to allocate its discount across its hub-attached eligible sites by completing a "% of eligible use by this site in hub-attached mode" with a good faith estimate of the percentage of total traffic over the NCTN link that will flow to/from each hub-attached eligible site. The total of these "% of eligible use by this site in hub-attached mode" entries in the EST must be 100%.

Directly Connected Site Services

The subscriber may choose one or more of the services offered for each site in the EST for direct connection to the NCTN-PH.

The subscriber shall complete the EST entry for each site for which services are accepted by writing in "Yes" in the "Subscriber Accepts Service at this site" row for those sites. By doing so, the subscriber is agreeing, to payment of the one-time "Max install fee" and the "Total Max/mo Subscription Fee" monthly for the duration of the Agreement along with the other

subscriber obligations stated throughout the Agreement provided that the service is of the type noted in the EST for the site is installed by CHA, through its network vendor, within the time frame described here.

Services Summary

The subscriber shall only be provided services based on its selection in the EST as follows:

- at the sites listed in the EST as Subscriber Accepts Service at this site= "Yes" and
- at the hub data center in lieu of the site marked in the "Subscriber Accepts Service at this site" = "Hub"

Subscriber agrees to pay the one-time install fees for these services and the monthly fees for the duration of the Agreement.

The subscriber must complete the following two statements:

Monthly Max Fee: Based on the EST, the sum of the Total Max/mo Subscriber Fee(s) for the subscribed services is: \$285.04 **The subscriber agrees that this amount may increase if a Fair Share Arrangement is needed as described below.**

One-time Fee: Based on the EST, the sum of the Max Install Fee(s) for the subscribed services is: \$75.00 **The subscriber agrees that this amount may increase if a Fair Share Arrangement is needed as described below.**

Further, subscriber agrees to pre-pay an amount equal to three months of services (i.e. three times the Monthly Max Fee listed above) at the time that subscriber formally accepts the service installation. This pre-payment will be applied to the last three months of service under this Agreement.

CHA expects to offer to install the selected services within 120 days of the signing of this Agreement by both parties. If CHA (through its network vendor) does not install services in this time frame, then the subscriber is not obliged to accept services or pay for services and CHA is not obliged to continue to offer or provide services under this Agreement. If, during the 120 day period, CHA notifies the subscriber that a specific amount of additional time is needed to install the service, the subscriber may allow for the needed additional time, in writing, or terminate this Agreement. If, during the 120 day period, the subscriber requests that an installation be delayed beyond the 120 day period, then CHA may choose to extend the installation period, in writing, as requested and may begin billing the subscriber for the services which the subscriber is obliged to pay, or may terminate the Agreement at its sole discretion. If the subscriber accepts the installation of services, in writing, within the normal or extended time frame noted above, then the subscriber is bound to its duties and rights under this Agreement and CHA is bound to its duties and rights under this agreement.

If the subscriber accepts offered service that includes an RHCPP discount, the subscriber agrees to use the discounted services for eligible uses only and not to pay for the undiscounted portion of any service with funds from the FCC's existing Rural Healthcare (RHC) program.

Fair Share Arrangement

If the subscriber uses an NCTN-PH service for which an RHCPP discount is offered (as indicated in the EST row "RHCPP Discount %") partially for a purpose other than an eligible purpose under the RHCPP, then you must pay the full costs of such (partial) ineligible usage. Determining these costs must be accomplished by the subscriber proposing a "fair share" arrangement in writing (below) that is accepted by the RHCPP management (i.e. the FCC) and by CHA. Check the option below that applies to you as a subscriber:

1) I, as a subscriber, shall not engage in any ineligible usage of NCTN-PH services (i.e. I don't need a fair share arrangement)

2) I, as a subscriber, may wish to engage in some ineligible usage of NCTN-PH services and will cooperate in creating a fair share arrangement with CHA that is acceptable to me as a subscriber, to CHA and to the FCC under the RHCPP. If an acceptable arrangement cannot be created within 45 days of the signing of this Agreement, then I, as a subscriber, will either: 1) not accept the use of the offered RHCPP Discount and pay the discounted amounts or 2) not engage in ineligible use of the discounted service or 3) not accept the offered discounted services. This choice shall be documented in writing. If a "fair share" arrangement is agreed to, the subscriber agrees to enter into an amendment to this Agreement that will require the subscriber to 1) pay any additional portions of the fees that are not paid by the RHCPP Discount under the arrangement and 2) implement and monitor the fair share arrangement in cooperation with CHA.

If the subscriber picked option 2 above, complete the following information:

Description of Ineligible Use of the NCTN-PH Services:

Name, Phone, Email of person to contact about the fair share arrangement:

The subscriber must estimate the percentage of the bandwidth of the NCTN-PH service used for ineligible purposes averaged over a month (e.g. If the subscriber expects ineligible use of 2 megabits per second of a 10mbits per second service as averaged over a month (24 hours per day 7 days per week) then the estimated percentage of ineligible use would be 20%).

% of ineligible use: _____

Declining the Offer

The subscriber may wish to accept none of the offered services at any of the sites. If so, the subscriber must put an X in front of the entry below.

____ The subscriber declines to accept any of the offered services.

It is not necessary to sign the agreement to decline. Please, send the offer (with the above statement X'ed) back to nctn@e-nc.org via email as soon as feasible to allow us to provide any discounts that you are giving up to another subscriber who may want them as soon as feasible.

Second Round Potential

Depending on how many of the initial offers for NCTN-PH services are accepted, it is possible that there will be RHCPP discount funds available for site candidates that are not offered discounts in this first round of offers. If you have a preference as to which one of the non-discounted sites in the EST at which you have not accepted service you might accept service if offered a discount, list the "NCTN-PH Site #" for that site here:

Preferred second round discount offer site:

Billing Contacts

If you have accepted service for any of the sites listed in the EST, provide two contacts that can respond to billing needs:

Primary contact (including for invoice delivery):

Name: _____ Joyce Fuchs _____

Address _HCHD 2177 Asheville Road _____

City: _Waynesville _____, ST _NC Zip _28786 _____

Phone _828-452-6675 _____ Fax 828-356-1115 _____

Email Address: __jfuchs@haywoodnc.net _____

Backup contact:

Name: _____ Carmine Rocco _____

Address _HCHD 2177 Asheville Road _____

City: _Waynesville _____, ST NC_ Zip _28786 _____

Phone __828-452-6675 _____ Fax _828-356-1115 _____

Email Address: __crocco@haywoodnc.net _____

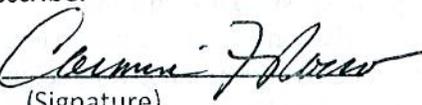
Amendments to Service Offering Attachment

Any amendments to this service offering must be agreed to in writing by both the subscriber and by CHA.

Cabarrus Health Alliance

Subscriber

Approved By: 
(Signature)

Approved By: 
(Signature)

Print Name: William Pilkington

Print Name: Carmine F. Rocco

Title: CEO

Title: Health Director

Date: 10/19/10

Date: 8/31/10

1. NCTN-PH Service Type Descriptions

a) Service type 1 – for county-connected Public Health Sites (PHS)

Supported site Description

It is fairly common for county (local) public health agencies in NC to have network services be provided as part of a network acquired and supported by county government. The network typically has fixed lines for all county agencies to one central place in the county. Typically, there is a shared connection from this central location to the Internet. These network services are usually land-based facilities leased from a communication provider but in some cases the county may own these facilities. PHS's also receive county technical support in this arrangement. These sites are listed as requiring Service Type 1 services in the site database along with a location/contact for the county admin.

Connection

The NCTN connection from the PHS site to the county's central switch for a service type 1 site must be capable of sustained bidirectional throughput of at least ten (10) Mbps.

The connections from the central switch - to the key datacenters, to other NCTN sites, to the commercial Internet port, (and to Internet2/NLR if proposed) must be capable of sustained bidirectional throughput of 5 Mbps for each HCP site. The vendor may propose to accomplish this by either upgrading existing equipment and services or by adding equipment/services in support of only the HCP. The county IT administrator must agree to the offered configuration.

The connection at the NCTN site should be handed off to the PHS's LAN as 10/100/1000 Mbps copper Ethernet. The vendor must provide at least 256 static and publicly routable IP addresses to each Service type 1 site or include arrangements to route any existing county or PHS-owned IP addresses.

Hardware requirements

All hardware must have redundant and hot swappable power supplies (i.e., two (2) or more power supplies with the devices continuing to function at full capacity if one (1) power supply completely fails). All hardware must have non-blocking architecture that allows for full throughput of at least 1,000 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection from the site to A) the Internet connection (and Internet2/NLR if proposed), B) the key datacenters, C) the county network, D) the other NCTN sites in a functional state, free of any interruption of service at least 99.99% of the time, measured monthly, quarterly, and annually. The connection speeds of multiple connections, if any, may be combined to reach the required connection capacity stated above.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8)

hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for priority restoration of service.

b) Service type 2 – for PHSs operating as a Multi-County Health group

Supported site description

Some counties in NC have combined public health operations into multi-county public health groups. These groups provide network facilities, ISP services, and technical support on the group administrated network. These networks are usually land-based facilities; designed in a star configuration (WAN) with one PHS acting as the central point of access. The vendor will support both the WAN, network facilities, and ISP services. In addition to the PHS having the capability to directly communicate with other consortium members in a cost sharing arrangement; they also receive valuable technical support thru the group. These sites are listed as requiring a Service Type 2 in the site list along with location/contact for the location/person currently acting as the network administrator.

Connection

For service type 2, the connection from each HCP site to the central switch must be capable of sustained bidirectional throughput of at least ten (10) Mbps.

The connections from the central switch (or a vendor-supplied switch connected to the central switch) -- to the key datacenters, to other NCTN sites, to the commercial Internet port, (and to Internet2/NLR if proposed.) must be capable of sustained bidirectional throughput of 5 Mbps for each HCP site (e.g. if a service type 2 configuration has four sites then the bandwidth from the central switch to these other nodes would equal 20 Mbps).

The connection at the site should be handed off to the HCP's network as 10/100/1000 Mbps copper Ethernet. In most cases the Service type 2 network will have one centralized core location with circuits connected (WAN) to the individual PHC sites which they serve. These 10 Mbps WAN circuits must be included in the design and cost elements. The vendor must provide at least 128 static and publicly routable IP addresses to each Service Type 2 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have redundant and hot swappable power supplies (i.e., two (2) or more power supplies with the devices continuing to function at full capacity if one (1) power supply completely fails). All hardware must have non-blocking architecture that allows for full throughput of at least 100 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least 99.99% of the time, measured monthly, quarterly, and annually. The connection speeds of multiple connections, if any, may be combined to reach the required connection capacity stated above.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5x365 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

c) Service type 3 –for First Responder sites

Supported site Description

Most PHS sites and some free clinics operate as “First Responder” sites during a community disaster. They are required to continue complete operations in the immediate aftermath of a disaster and even during a disaster if feasible. The sites would generally have back-up power resources, facilities capable of withstanding certain disasters. The disasters envisioned must include hurricanes, ice storms, tornados, floods, forest fires and epidemics. For epidemics, consideration must be given to continuing network operations despite the loss of network support personnel (e.g. redundant trained personnel). The service type 3 designation is one that is given to sites that also have other service type designations (e.g. a typical PHS site would have a service type 3 and 1 or 2). The intention of adding service type 3 to these sites is specify that their network connections must continue to operate under these disaster conditions.

Connection

The connection between the First Responder site and the core switches for the NCTN must be capable of sustained bidirectional throughput in a disaster that is required based on the site’s other service type designations (e.g. 10 Mbps for service type 1). The routing and addressing requirements for a First Responder sites are also inherited from it others service type designations.

Site connectivity physical redundancy should be proposed where the site’s location and circumstances provide the capability of effectively providing redundant entry points to the facility, diverse routes to the site, and the appropriate network hardware needed to manage the redundant transmission facilities. The facilities must have high probability of remaining in operation during and after various community disasters including hurricanes, ice storms, tornados, floods, and epidemics. The vendor may propose using different technologies for each redundant connection (e.g. satellite for one connection and a wired solution for the redundant connection). The vendor must document the way in which this “hardening” requirement is met when offering the service to the site and the NCTN Administrator. Note that non-terrestrial services (e.g. satellite) may be proposed to support the hardening needed for First Responder sites.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least 99.999% of the time, measured monthly, quarterly, and annually. The SLA will include specific language about operational support during and after a disaster.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

d) Service type 4 – Individual PHS's

Supported site Description

Many individual PHS site(s) have and seek broadband services that are not connected to other private networks (e.g. not directly connected to the county network) Service type 4 is meant to support these PHS types.

Connection

The connection between the PHS site and the core switches for the NCTN must be capable of sustained bidirectional throughput of at least ten (10) Mbps. The connection should be handed off to the HCP's network as 10/100/1000 Mbps copper Ethernet. The vendor must provide at least sixteen (16) static and publicly routable IP addresses to each Service type 4 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have non-blocking architecture that allows for full throughput of at least 100 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and annually.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

e) Service type 5 – Individual FCs (Free clinics)

Supported site Description

A Free Clinic is a private, nonprofit, community-based organization that provides medical care at little or no charge to low-income, uninsured and underinsured persons through the use of volunteer health care professionals and partnerships with other health providers. No two Free Clinics are alike. They are custom-designed by communities to meet identified health care needs using the community's unique health care assets and resources. Free Clinics are governed by volunteer Boards of Directors representing a broad cross-section of the community.

Free Clinics are private, nonprofit organizations supported primarily by cash and in-kind contributions from the private sector. Most free clinics have and seek broadband connections that are not attached to other existing private networks. Service type 5 is the service designed to support these sites.

Connection

The connection between the FC site and the core switches for the NCTN must be capable of sustained bidirectional throughput of at least five (5) Mbps. The connection should be handed off to the HCP's network as 10/100/1000 Mbps. The vendor must provide at least sixteen (16) static and publicly routable IP addresses to each Service type 5 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have non-blocking architecture that allows for full throughput of at least 10 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and annually.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5x365 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

Acceptable Use Policy (AUP)

Subscriber Initials indicating that subscriber has read the AUP : CR

Subscriber agrees to the following acceptable use policy:

1. Subscriber and any person to whom Subscriber grants access to Subscribers' facilities or services (referred to collectively as "User(s)") shall avoid unnecessary network traffic and interference with other Users.
 - a. Subscriber and its Users shall not use the Service for any unlawful purpose. Without limiting the foregoing, Subscriber shall not permit Users to use the Services in violation of laws relating to copyright, trademark or libel/slander.
 - b. Subscriber or Subscriber's Users shall not use the Service to transmit "unsolicited advertising." For the purpose of this Policy, "unsolicited advertising" includes any transmission that describes goods or services and that is initiated by a vendor, provider, retailer, reseller, distributor or manufacturer of the described goods or services, or by a third party retained by, affiliated with, or related to the vendor, provider, retailer, reseller, distributor or manufacturer, or that meets the definition of any federal or relevant state law concerning unsolicited advertising sometimes referred to as "SPAM." This prohibition does not include either (i) discussions of a product or service's relative advantages and disadvantages by users of those products or services, provided User is not the vendor, provider, retailer, reseller, distributor or manufacturer, or related to or affiliated with the vendor, provider, retailer, reseller, distributor or manufacturer), (ii) responses to questions, provided responses are direct replies to inquires received via electronic mail, (iii) mailings to individuals or entities on a mailing list, provided the User voluntarily placed his/her or its name on the mailing list, or (iv) exceptions recognized by federal or state law.
 - c. Subscriber or Subscriber's Users shall not use the Service to transmit any mass mailings that could reasonably be expected to result in unsolicited advertising or network spamming.
 - d. Neither Subscriber nor Subscriber's Users shall use the Services to stalk others; or post, transmit, or originate any unlawful, threatening, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication; or any communication where the message, or its transmission or distribution, would constitute or propose that another person commit a criminal offense, would give rise to civil liability, or would otherwise violate any local, state, national, or international law.
 - e. Subscriber or Subscriber's Users shall not access or attempt to gain access to any other User's or non-User's account or to any nonpublic or restricted portions of

the network vendor's networks. Nor shall Subscriber or Subscriber's Users intercept or attempt to intercept data transmissions of any kind.

- f. Use of the Services for commercial activity of any kind by Subscriber or Subscriber's Users is strictly forbidden. If Subscriber or Subscriber's Users desire to engage in commercial activity using the Services, Subscriber must enter into a separate agreement and pay for a separate commercial service arrangement with network vendor. "Commercial activity" for the purpose of this Agreement is defined as any profit-oriented activity.
2. Subscriber acknowledges and agrees that CHA and network vendor have broad authority to interpret and apply this AUP. CHA or network vendor may modify or amend the AUP at any time. CHA and network vendor shall provide notice of any such modifications or amendments by U.S. Mail, facsimile, email, or by posting a new policy on the network vendor's websites. Subscriber shall review regularly notices posted on-line. In the case of U.S. Mail, the modified AUP is effective three business days after mailing, for facsimile and emails, the modified AUP is effective as of the date sent, and when CHA or network vendor posts a modified AUP it is effective upon posting. In all cases, the modified AUP is effective regardless of whether Subscriber actually reads such notice.
3. Upon receipt of notification that Subscriber or an identified User has violated either the AUP as set out in this document or the AUP incorporated into this Agreement under Paragraph 5, Subscriber shall immediately terminate the offending User's internet access and shall provide CHA with written verification, through letter sent via US Mail, facsimile, or electronic mail, of such termination. If Subscriber does not suspend internet access for the User or the offending User violates the AUP again, CHA, or network vendor may suspend Subscriber's service with 24 hours notice. If Subscriber or its Users violate the AUP four times within a thirty day period, CHA, or network vendor may suspend Subscriber's service with 24 hours notice. Notice to Subscriber may be written or oral, with facsimiles and electronic mail qualifying as written notice. Any actual notice, through whatever means, constitutes notice to Subscriber.
4. Any violation of either this AUP or an AUP incorporated by reference as set out in paragraph 5 that allows the suspension of Subscriber's services entitles CHA to terminate the NCTN Subscription Agreement ("Agreement") and subjects Subscriber to an early termination liability equal to the amount of monthly charges remaining on the term of the Agreement. Subscriber will indemnify network vendor and CHA against any liabilities incurred by them as a result of any breach of the Subscription Agreement or the AUP.
5. This AUP fully incorporates, by reference, all AUP and Network Policies of all network service providers whose services are incorporated into the NCTN- including Internet service providers. CHA and network vendor reserve the right to amend or modify these AUPs at any time. CHA and network vendor also reserve the right to

change or add providers at any time. Subscriber can find a list of providers on the network vendor's website.

6. Subscriber and its Users are solely responsible for maintaining the confidentiality and integrity of any information transmitted on the NCTN-PH including, but not limited to, providing protections to meet regulatory requirements to protect data.