

Quarterly Data Report Requirements

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1. Project Contact and Coordination Information

a. Identify the project leader(s) and respective business affiliations.

**Rick Burgin, Network Administrator, Community Health Network, Inc.
Mike Newman, Director, Office for Information Technology, State of TN**

b. Provide a complete address for postal delivery and the telephone, fax, and e-mail address for the responsible administrative official.

**Address (New):
Community Health Network, Inc.
765A Florence Road
Savannah, TN**

**Telephone:
1 (423) 736-0079 (Rick Burgin)
615.253.5417 (Mike Newman)**

**Fax:
1 (866) 692-5769**

**Email:
Rick.Burgin@communityhealth.net
Mike.newman@tn.gov**

c. Identify the organization that is legally and financially responsible for the conduct of activities supported by the award.

Community Health Network, Inc.

d. Explain how project is being coordinated throughout the state or region.

To establish TTN, CHN is partnering with the State of Tennessee, the Tennessee Primary Care Association, Tennessee Hospital Association, Tennessee Association of Mental Health Organizations and others to coordinate the project.

The team members will play a key role in planning, guiding and directing the project. CHN will administer the project, managing the vendor bidding and selection process according to FCC requirements, contracting with and providing oversight and coordination with the selected service provider, implementing marketing and network service expansion, billing, accounting, and grant management and reporting. CHN will coordinate the virtual network system, and will serve as a broker for subscribers to obtain the most beneficial cost and managed services package possible.

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2. Identify all health care facilities included in the network.

- a. Provide address (including county), zip code, Rural Urban Commuting Area (RUCA) code (including primary and secondary), six-digit census tract, and phone number for each health care facility participating in the network.
- b. For each participating institution, indicate whether it is:
 - i. Public or non-public;
 - ii. Not-for-profit or for-profit;
 - iii. An eligible health care provider or ineligible health-care provider with an explanation of why the health care facility is eligible under section 254 of the 1996 Act and the Commission's rules or a description of the type of ineligible health care provider entity.

Spreadsheets previously submitted, approved and attached include all sites. To this point, we have not worked on enlisting for-profit or otherwise known to be ineligible sites but will do so as soon as connections are being made under this program.

We currently have 180 sites approved through our first 465 attachment. The second 465 is currently being reviewed and will be up for bid by August 12, 2011. A third 465 is currently in process and information is being collected to complete that form.

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3. Network Narrative: In the first quarterly report following the completion of the competitive bidding process and the selection of vendors, the selected participant must submit an updated technical description of the communications network that it intends to implement, which takes into account the results its network design studies and negotiations with its vendors. This technical description should provide, where applicable:

a. Brief description of the backbone network of the dedicated health care network, e.g., MPLS network, carrier-provided VPN, a SONET ring;

Description provided by ATT:

The physical NetTN/TTN network will utilize the existing NetTN infrastructure, which consists of a partial mesh topology, designed to eliminate a single point of failure from isolating a NAP (e.g. Nashville, Knoxville, Memphis) or POP (e.g. Johnson City), and minimize increases in network latency in a failover scenario. All main core backbone links between NAPs are 10 Gigabits per second, either point-to-point 10 Gigabit Ethernet, or OC-192 ring topology. In a partial mesh arrangement this will provide multiples of 10 Gigabits of raw bandwidth capacity on the core backbone. Our partial mesh arrangement has been so designed that a failed core link will not result in excessive latency across a surviving core link. The Johnson City POP will utilize at minimum, redundant connections (e.g. 1 to Knoxville, 1 to Nashville) and will be sized appropriately to meet the SLAs. The NetTN/TTN core backbone architecture is scalable to 40 Gigabit services and beyond as end site bandwidth is ordered and aggregated, and managed to the applicable SLAs.

The NetTN/TTN network backbone consists of four core Network Access Point (NAP)/Point of Presence (POP) locations located in Memphis, TN, Nashville, TN, Knoxville, TN, and Chattanooga, TN. Additionally, our current design includes an aggregation POP in Johnson City, TN. This geographic core network placement provides excellent core network availability. As technology changes occur over the term of the contract, we'll evaluate opportunities to improve the NetTN/TTN core network backbone design. However, through the life of the contract, the NetTN/TTN network design will maintain a minimum of three core network locations located in Memphis, TN, Nashville, TN, and Knoxville, TN as requested.

b. Explanation of how health care provider sites will connect to (or access) the network, including the access technologies/services and transmission speeds;

Description provided by ATT:

AT&T's TTN WAN MPLS VPN solution is based on a private MPLS core network to meet Community Health Network's TTN communication requirements.

All AT&T TTN-edge sites will use a standard Cisco equipment solution. The solution at each site will also include different resiliency types where required.

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The WAN design will enhance the underlying network to a robust, low-latency, any-to-any IP platform based on Multi-Protocol Label Switching (MPLS). MPLS delivers a sound platform for data transport. This infrastructure is the basis for all future services over IP and collaborative computing initiatives.

Therefore, NetTN/TTN is a network-based IP VPN solution enabled by Multi-Protocol Label Switching (MPLS) and MPLS Virtual Private Networks (MPLS VPNs). AT&T's NetTN/TTN solution is the evolutionary successor to the IP services that began with NetTN. NetTN/TTN is the enabler to building an application aware, network-based MPLS virtual private network to link locations, and efficiently transmit applications such as voice, data, and video over a single connection. Regarding access options, Dedicated Private Line, Ethernet (where available), Wireless, and xDSL (where available) may all be used to connect to a MPLS port. AT&T will design access connectivity with an overarching goal of ensuring expected performance.

Network Connection Speeds Available:

Endsite Circuits with Internet Access

DSL (1.5 x 256k)

DSL (3M x 384k)

DSL (6M x 384k)

384kbps

1.544 Mbps

3 Mbps

4.5 Mbps

6 Mbps

7.5 Mbps

9 Mbps

10.5 Mbps

16 Mbps

25 Mbps

DS3 – 45 Mbps

Metro Ethernet 2 Mbps

Metro Ethernet 4 Mbps

Metro Ethernet 8 Mbps

Metro Ethernet 10 Mbps

Metro Ethernet 20 Mbps

Metro Ethernet 50 Mbps

Metro Ethernet 100 Mbps

Metro Ethernet 200 Mbps

Metro Ethernet 300 Mbps

Metro Ethernet 450 Mbps

Metro Ethernet 600 Mbps

Metro Ethernet 750 Mbps

Metro Ethernet 900 Mbps

Metro Ethernet 1 Gbps

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Endsite Circuits without Internet Access

DSL (1.5 x 256k)

384kbps

1.544 Mbps

3 Mbps

4.5 Mbps

6 Mbps

7.5 Mbps

9 Mbps

16 Mbps

DS3 – 45 Mbps

Metro Ethernet 2 Mbps

Metro Ethernet 4 Mbps

Metro Ethernet 8 Mbps

Metro Ethernet 10 Mbps

Metro Ethernet 20 Mbps

Metro Ethernet 50 Mbps

Metro Ethernet 100 Mbps

Metro Ethernet 600 Mbps

Metro Ethernet 1 Gbps

Point To Point Connectivity

Intralata DS1

Interlata DS1

Intralata DS3

Interlata DS3

Metro Ethernet 2 Mbps *

Metro Ethernet 8 Mbps *

Metro Ethernet 10 Mbps *

Metro Ethernet 100 Mbps *

Metro Ethernet 500 Mbps I *, **

Wavelength 1.25 Gbps I ***

Direct Internet Access Speeds (DIA)

DS1 – (1.544)

3 Mbps

DS3

Metro Ethernet 10Mbps

Metro Ethernet 20Mbps

Metro Ethernet 50Mbps

Metro Ethernet 100Mbps

Metro Ethernet 150Mbps

Metro Ethernet 200Mbps

Metro Ethernet 250Mbps

Metro Ethernet 500Mbps

Metro Ethernet 1Gbps

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c. Explanation of how and where the network will connect to a national backbone such as NLR or Internet2;

NetTN is connected to Internet2 via a peering point with the University of Memphis. It currently is connected via a 100mb ME connection.

d. Number of miles of fiber construction, and whether the fiber is buried or aerial;

The Nettn is a fully implemented network for the state of Tennessee and within the state of Tennessee. Fiber construction is not an item for the network at this time. I will inquire of ATT what their previous construction miles of fiber were at the time of buildout.

e. Special systems or services for network management or maintenance (if applicable) and where such systems reside or are based.

AT&T's management of this network is through the AT&T Global Client Support Center (GCSC). The primary network support center that will be supporting the enhanced NetTN/TTN infrastructure is located in Raleigh, North Carolina with a mirrored backup facility located in Phoenix, Arizona.

The Tier 1 Single Point of Contact (SPOC) Maintenance Support for TTN will reside in Arlington Heights, IL . The Tier 1 center is integrated with the GCSC for proactive and reactive notification of network issues and is responsible for any TTN hosted applications.

The GCSC will serve as the Tier 2 single point of contact (SPOC) for all activities relating to maintenance of the TTN elements/components.

**Change management request for TTN edge services will be handled by a direct phone contact with the TTN assigned Life Cycle Operations Manager.
SPOC Order Contact Information (All)**

Business Direct Web Portal – www.businessdirect.com

4. List of Connected Health Care Providers: Provide information below for all eligible and non-eligible health care provider sites that, as of the close of the most recent reporting period, is connected to the network and operational.

There are sites currently eligible for the funding that are connected to the current Nettn network, however, funds have not been applied to these groups as of yet.

Sites that are eligible, connected and will be receiving the funding are the following:

- Memphis Health Centers – 3 sites**
- Three Rivers Community Health – 2 sites**

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5. Identify the following non-recurring and recurring costs, where applicable shown both as budgeted and actually incurred for the applicable quarter and funding year to-date.

- a. Network Design
- b. Network Equipment, including engineering and installation
- c. Infrastructure Deployment/Outside Plant
 - i. Engineering
 - ii. Construction
- d. Internet2, NLR, or Public Internet Connection
- e. Leased Facilities or Tariff Services
- f. Network Management, Maintenance, and Operation Costs (not captured elsewhere)
- g. Other Non-Recurring and Recurring Costs

CHN has submitted a valid 466A package and received the one year extension for the FCC funding. As of now, the finalized invoice has not been completed. All values will be added on the next quarterly Report. These items will come directly from the network Cost sheets as they are produced.

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6. Describe how costs have been apportioned and the sources of the funds to pay them:

a. Explain how costs are identified, allocated among, and apportioned to both eligible and ineligible network participants.

As our project will be for subscribed services, eligible charges will be apportioned at a 15% rate to eligible participants and 100% to ineligible participants.

b. Describe the source of funds from:

i. Eligible Pilot Program network participants

Their 15% will be from their operating funds or ARRA funds.

ii. Ineligible Pilot Program network participants

Their 100% will be from their operating funds.

c. Show contributions from all other sources (e.g., local, state, and federal sources, and other grants).

i. Identify source of financial support and anticipated revenues that is paying for costs not covered by the fund and by Pilot Program participants.

Revenue	Year One
Administrative Fees(FCC)	\$ 92,941
Other Fees (non FCC)	218,981
Other Grants (Federal)	134,807
Other Contracts	181,667
Telehealth Fees	<u>100,000</u>
TOTAL	\$728,396

ii. Identify the respective amounts and remaining time for such assistance.

Administrative Fees – Ongoing

Other Fees – Ongoing

Other Grants – 12/2012

Contracts – Ongoing

Telehealth Fees - Ongoing

d. Explain how the selected participant's minimum 15 percent contribution is helping to achieve both the selected participant's identified goals and objectives and the overarching goals of the Pilot Program.

The participant's minimum 15% contribution will meet their requirement to participate in the Network of non-profit providers across the State of Tennessee, which will allow them to connect securely to all other participants in order to engage in collaborative initiatives with as many other participants as possible. The participants' goals are common to the Pilot Program goals, to facilitate connectivity (with a concentration on rural areas) which will thereby facilitate

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collaborations and sharing of services and programs which will improve the state of healthcare in Tennessee.

Our TTN pilot proposal has been specifically designed to meet and exceed the four main goals of the FCC's Rural Health Care Pilot Program by providing:

- **Goal 1: A broadband network that connects multiple health care providers to bring the benefits of innovative telehealth to those areas of the country where the need for those benefits is most acute. The TTN proposal includes more than 319 sites, with nearly one-third of these sites in highly rural areas of Tennessee, Mississippi, Arkansas, and Kentucky as classified by Rural Urban Commuting Area codes.**
- **Goal 2: Linking statewide and regional networks to a nationwide backbone to connect a number of government research institutions, as well as academic, public, and private health care institutions that are important sources of medical expertise and information. TTN will utilize the advanced Internet2 network to support important diabetes research involving three of the state's leading research centers – the University of Tennessee Health Sciences Center, Vanderbilt University, and the Oak Ridge National Laboratory (ORNL).**
- **Goal 3: Health care providers will gain increased access to advanced applications in continuing education and research. TTN builds on more than nine years of extensive experience in offering access to continuing medical higher education and research over broadband connections for health care practitioners in rural areas of Tennessee and in surrounding states.**
- **Goal 4: A ubiquitous nationwide broadband network dedicated to health care that will enhance the health care community's ability to provide a rapid, coordinated response in the event of a national crisis. TTN has support and involvement of the state's public health agencies, and state hospitals and emergency rooms, the first line of response in the event of a national health crisis.**

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7. Identify any technical or non-technical requirements or procedures necessary for ineligible entities to connect to the participant's network.

Ineligible entities will be required to enter into a contractual agreement to pay 100% of their charges. They will also be required to meet the same technical requirements as the eligible participants as stipulated by the winning bidder vendor.

8. Provide an update on the project management plan, detailing:

- a. The project's current leadership and management structure and any changes to the management structure since the last data report; and

No Changes are reported concerning management of the project for this quarter.

- b. In the first quarterly report, the selected applicant should provide a detailed project plan and schedule. The schedule must provide a list of key project deliverables or tasks, and their anticipated completion dates. Among the deliverables, participants must indicate the dates when each health care provider site is expected to be connected to the network and operational. Subsequent quarterly reports should identify which project deliverables, scheduled for the previous quarter, were met, and which were not met. In the event a project deliverable is not achieved, or the work and deliverables deviate from the work plan, the selected participant must provide an explanation.

“Our plan is to complete the validation of our site list by USAC and post our form 465 by March 1, 2010. As our project is for subscribed services, detailed plans and schedules for the rollout of our Network will be devised by project staff in coordination with the winning bidder/vendor and a detailed plan should be available by the end of the next reporting period. Our goal will be to begin connecting sites by mid June of 2010, rolling them out at a rate of 120 per month but detailed plans and schedules are not possible yet. We look forward to progressing to the point that we have this information to report. This schedule has been pushed back to the aforementioned due to the length of time involved in getting the site list approved.”

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9. Provide detail on whether network is or will become self sustaining. Selected participants should provide an explanation of how network is self sustaining.

The following is the final sustainability plan for the Tennessee Telehealth Network being developed through the Rural Health Care Pilot Program by Community Health Network. The plan is designed to reflect each area of interest cited in FAQ24.

The basis for sustainability for the TTN project is two-fold, expected to be both revenue producing and cost saving. The project is expected to become self-sustaining over the three year period of support by facilitating collaborations and shared programs that will improve the quality and efficiency of healthcare delivery by this enhanced means of communication. The Community Health Network staff will actively seek out and initiate these collaborations and have been doing so since being notified of inclusion in the Rural Healthcare Pilot Program. We also expect the majority of the participants to maintain their collaboration after this program is over and we will be able to negotiate as a large group a contract for discounted rates. The money earned and the money saved by the participants during the program will inspire continued participation.

I. Revenue producing

- A. Management fees will be billed to participating organizations by TTN. These will be percentages based on the monthly undiscounted billing from the service provider and will reflect a 5% management fee. This method of fee structure allows for the varying sizes and budgets of the participating organizations and can easily be continued after the project's FCC funding ends.
- B. As a large part of non-profit medical providers' reimbursement comes from Medicare and Medicaid, it is important to note that nationally, Medicare reimburses for telehealth services and as of January 1, 2009 TN Medicaid (TennCare) does as well.
 - 1. Specialty providers will be generating revenue by utilizing telehealth over TTN.
 - 2. Remote sites will as well by billing for facility fees and their appropriate portion of the patient visit.
- C. Access over the network to patients by non-profit providers and access to providers by patients will consequently drive up the volume of services, generating more revenue for providers while increasing access for patients.
- D. Access to other providers over the network will allow for sharing of other services (practice management, electronic health records, health information exchange, etc.) which will generate revenue for those providers and groups who own the products being shared.
- E. The group of participants is expected to grow over the pilot period as the programs provided prove to be successful. Also, expansion of non-profit groups with ARRA funds have increased the size of some participating organizations, resulting in more revenue earned in management fees.

II. Cost saving

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- A. Telehealth services provided over the network will lower the overall costs of patient care due to several factors
 - 1. **Patient:** Convenience to patients to receive specialty care at their 'Medical Home' rather than traveling to a specialty facility will result first in improved access to healthcare and followed by increases in compliance and improved outcomes. The patient will experience cost savings in the telehealth model associated with travel (gas, wear and tear on automobile, food, and lodging) and lost wages due to time away from work.
 - 2. **Providers:** More efficient operations due to provision of services by Telehealth will result with the specialist as well as the remote facilities as more patients can be seen in a shorter time, and studies show no-show rates for telehealth visits from a 'Medical Home' are reduced as compared to the traditional model when patients must travel for care.
- B. Other services that may be provided and shared over the network will be done so at lower costs due the increased participation than if each individual or group of providers purchased the service on their own.
- C. As the pilot period nears its conclusion, the group will negotiate for ongoing group pricing for connectivity to be able to continue the programs generated during the pilot period. CHN will provide assistance to participants who are eligible for regular Rural Program funding and will be the lead agency in applying for any other federal or state assistance that might become available to reduce costs to the participants.

Minimum 15% Funding Match

The program funding was designed to require each participating organization to individually match the 15% funding for the grant project funding period. Each organization will receive a monthly invoice reflecting 15% of gross billings for all included sites plus 100% of non-covered services (if applicable). Each site will be required to submit an initial deposit of two-month's matching at the onset of participation. This practice will provide two protections to the program: 1) provide for a cushion should there be any delays in payment by an organization, and 2) create an initial balance for prompt payment of invoices from the vendor so as to avoid delays in processing the requests for funding.

Project Sustainability Period/Principal Factors

Infrastructure: In addition to the 15% funding match, each participating organization will be billed for an administrative fee to equal 5% of gross billings each month. This practice will continue beyond grant funding availability and may be adjusted accordingly based on costs. In addition, the network will engage in telehealth equipment and support activities for the network that will generate additional revenue to offset infrastructure costs. These activities and funding mechanisms can sustain the project indefinitely. CHN also is involved in data center services

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that will continue for some time. These are reflected in the budget as well though these dollars could decrease in later years of the program due to shifting focus of the network.

Participants: Cost savings enjoyed through the funding phase of the project will be redirected to invest in telehealth technology and programs for the participating organizations. It is anticipated that the reduced telecommunications expenses combined with increased revenues associated with expanded scope of services enjoyed by participation in telehealth activities will ultimately offset any costs associated with participation in the network and will indeed generate a return on investment. Further, having a network of like-minded organizations will create a purchasing power to effectively bid for future telecommunication services once the funding period ends.

Revenue	Year One
Administrative Fees(FCC)	\$ 92,941
Other Fees (non FCC)	218,981
Other Grants (Federal)	134,807
Other Contracts	181,667
Telehealth Fees	<u>100,000</u>
TOTAL	<u>\$728,396</u>

Expenses

Salaries	
Network Adm.	\$ 65,000
Staff Acct/Bookkeeper	30,000
IT Specialist	32,000
CEO	82,500
Telehealth Specialist	<u>42,000</u>
Salary Totals	\$251,500
Benefits (18%)	<u>45,270</u>
Total Salary & Benefits	\$296,770

Travel	35,000
Legal/Accounting	60,000
Supplies	12,000
Insurance	30,000
Consultants	50,000
Maintenance	26,500
Telecommunications	
Metro E	9,316
Telephone/Cell	18,000
Bank Fees	<u>6,000</u>
Total Non-Salary Expense	\$243,816

Total Expense Budget **\$540,826**

Retained for Future Use **\$187,810**

Terms of Membership in the Network

An agreement has been developed for the participating organizations (Attachment 1).
(SEE “**Appended SLA for Participating entities**” at end of this report.)

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Excess Capacity

N/A

Ownership Structure (FCC purchased equipment)

Each health care provider will own the end user equipment. CHN will retain ownership of any data center network equipment.

Sources of Future Support

Administrative fees of 5% of gross telecommunications costs billed to participating organizations. This structure recognizes the varied sizes and budgets for each organization and allows for an equitable distribution of network expenses based on utilization. Additionally, there will be separate agreements for those organizations wishing to engage in telehealth equipment placement and support through the network. Both the telecommunication discounts and the low cost of telehealth entry are very attractive to the participating organizations. We believe that likelihood of participation will be high. Both of these revenue streams can and will continue post-grant funding.

Management of the Network

Community Health Network, Inc., will provide management of the project and will designate adequate resources to ensure the essential functions and deliverables of the project are met (See Budget) at the outset of the project. However, an advisory board will be established from the project participants, State of TN representatives, and other parties as identified and deemed useful to the project. This board may, over time, formalize its structure and establish the Tennessee Telehealth Network from a consortium to an incorporated non-profit entity responsible for expanding and maximizing the utilization and capabilities of a region-wide telehealth network. Regardless of its structure, it will also be charged with ensuring the continued collaboration and participation of network members past the funding period, focusing on the sustainability of each project launched and the network as a whole.

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10. Provide detail on how the supported network has advanced telemedicine benefits:

a. Explain how the supported network has achieved the goals and objectives outlined in selected participant's Pilot Program application;

NA at this time. We are looking forward to progressing to the point in our project to be able to give a very positive answer as collaborations are already forming in anticipation of the roll out of our project.

b. Explain how the supported network has brought the benefits of innovative telehealth and, in particular, telemedicine services to those areas of the country where the need for those benefits is most acute;

This project will remove the significant barrier to accessing specialty health services by reducing the need for long distance travel to see a medical specialist for many of the patients served by these end-users. On average, end-user health centers are located 1.5 or more hours from the closest major urban center where specialty medical services are available. The project will benefit residents of Tennessee by bringing these needed specialty medical services closer to where they live, in a timelier manner, and at a reduced cost in terms of both money and time.

c. Explain how the supported network has allowed patients access to critically needed medical specialists in a variety of practices without leaving their homes or communities;

NA at this time.

The TTN will include more than 300 sites, with nearly one-third of these sites in highly rural areas of Tennessee, Mississippi, Arkansas, and Kentucky as classified by Rural Urban Commuting Area codes. With the one year extension, we are also working diligently to add more groups to the project to make the most of any funds that are available.

d. Explain how the supported network has allowed health care providers access to government research institutions, and/or academic, public, and private health care institutions that are repositories of medical expertise and information;

NA at this time.

TTN will utilize the advanced Internet2 network to support important diabetes research involving three of the state's leading research centers – the University of Tennessee Health Sciences Center, Vanderbilt University, and the Oak Ridge National Laboratory (ORNL).

TTN builds on more than nine years of extensive experience in offering access to continuing medical higher education and research over broadband connections for health care practitioners in rural areas of Tennessee and in surrounding states.

e. Explain how the supported network has allowed health care professional to monitor critically ill patients at multiple locations around the clock, provide access to advanced applications in continuing education and research, and/or enhanced the health care

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community's ability to provide a rapid and coordinated response in the event of a national crisis.

NA at this time.

TTN has the support and involvement of the state's public health agencies, and state hospitals and emergency rooms, the first line of response in the event of a national health crisis.

11. Provide detail on how the supported network has complied with HHS health IT initiatives:

a. Explain how the supported network has used health IT systems and products that meet interoperability standards recognized by the HHS Secretary;

NA at this time but we will do so as the project progresses.

b. Explain how the supported network has used health IT products certified by the Certification Commission for Healthcare Information Technology;

NA at this time but we will do so as the project progresses.

c. Explain how the supported network has supported the Nationwide Health Information Network (NHIN) architecture by coordinating activities with organizations performing NHIN trial implementations;

NA at this time but we will do so as the project progresses.

d. Explain how the supported network has used resources available at HHS's Agency for Healthcare Research and Quality (AHRQ) National Resource Center for Health Information Technology;

NA at this time but we will do so as the project progresses.

e. Explain how the selected participant has educated themselves concerning the Pandemic and All Hazards Preparedness Act and coordinated with the HHS Assistant Secretary for Public Response as a resource for telehealth inventory and for the implementation of other preparedness and response initiatives; and

In process now in anticipation of roll-out.

f. Explain how the supported network has used resources available through HHS's Centers for Disease Control and Prevention (CDC) Public Health Information Network (PHIN) to facilitate interoperability with public health and emergency organizations.

NA at this time but we will do so as the project progresses. This resource review will be a part of our RFP construction for our Form 465.

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12. Explain how the selected participants coordinated in the use of their health care networks with the Department of Health and Human Services (HHS) and, in particular, with its Centers for Disease Control and Prevention (CDC) in instances of national, regional, or local public health emergencies (e.g., pandemics, bioterrorism). In such instances, where feasible, explain how selected participants provided access to their supported networks to HHS, including CDC, and other public health officials.

NA at this time.

Appended SLA for Participating entities:

PROVIDER ACKNOWLEDGEMENT FORM

COMMUNITY HEALTH NETWORK, INC.

AFFILIATE TELEMEDICINE EQUIPMENT USAGE

Organization Name (Provider), on behalf of itself and its employees, agents, contractors and assigns, acknowledges and agrees to the following terms and conditions in its receipt and use of certain telemedicine equipment and services (including T-1 line connectivity, software and related application and training materials) (the “Equipment”) that Provider will use to provide certain health care services to Community Health Network, Inc. (“CHN”) member sites (“Patient Sites”).

Purpose. Community Health Network, Inc. (“CHN”) will provide you with Equipment to perform certain telemedicine services that will assist you in providing health care services to the underserved populations in Tennessee. CHN will provide or arrange for the Equipment installation, training, access to specialty services available via CHN’s network, access to educational programming available via CHN’s network, assistance for connections to external networks as may be needed, help desk and related support services to you, including installation and ongoing technical support..

Use of Equipment. Provider acknowledges and agrees that the Equipment shall be used to assist in performing health care services at CHN patient sites, provided that Provider shall be allowed to use the Equipment for the provision of health care services to all its patients. Provider is strictly prohibited from altering, improving, tampering with or otherwise modifying the Equipment without prior written authorization by CHN.

Grant of License. CHN, as the owner of the Equipment, grants you, as authorized user, a limited license to use the Equipment for telemedicine pursuant to the terms and conditions of

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this Acknowledgement. Any use of the Equipment shall be solely for purposes of the Telemedicine Initiative as described herein or as otherwise defined by CHN. CHN reserves the right to modify the terms of this limited license grant and the use of the Equipment at any time.

Ownership. CHN retains all ownership rights to the Equipment and know-how or work product related thereto (the “Intellectual Property”). Provider acknowledges and agrees <<it/he/she>> has no ownership rights to the Equipment or any related Intellectual Property. Provider agrees not to copy, reverse-engineer or otherwise duplicate any Intellectual Property. (See above)

Term. The use of the Equipment and grant of any license shall commence upon installation of the Equipment and CHN’s receipt of this executed Acknowledgement. This Acknowledgement may be terminated by either party upon thirty days (30 days) written notice for any reason or no reason at all or as set forth in this Acknowledgement. CHN shall provide notice of termination of this Acknowledgement and a request for return of the Equipment, as applicable. This term will automatically renew each year until such time either party provides written notice of termination as previously described.

Fees. Monthly equipment support will be billed to Provider at the rate of \$200 per unit per month payable on the 15th day of each month. T1 lines, if required, will be billed at a rate of \$660 per month per line which includes the actual cost of the T1 line service plus prorated costs borne by CHN necessary for the availability of T1 service. CHN retains the right to increase fees on thirty (30) days written notice. All fees will be included on an Exhibit A (Attachment 1) billed at the beginning of each month for that month’s services. Initial installation costs will be billed to Provider and will include mileage, labor and any travel expenses incurred.

Provider Acknowledgements & Agreements. As a condition of use and grant of the license the Equipment, Provider acknowledges and agrees:

1. Provider agrees to only allow personnel who have been properly trained to operate the Equipment.
2. Provider and all such personnel agree to abide by all training or other operational policies and procedures regarding operation and use of the Equipment. Provider shall document the list of personnel properly trained to use the Equipment.
3. Except for ordinary wear and tear, Provider will keep the Equipment in good working order. Provider will immediately report and notify CHN of any misuse, malfunction or damage to the Equipment.
4. Provider will not misuse or deface the Equipment.
5. Upon request, Provider will affix any labels, plates, decals or other markings to the Equipment indicating ownership, manufacturer requirements or other ownership rights as may be provided by CHN.
6. Provider will immediately surrender the Equipment to CHN if Provider ceases to perform telehealth services and grants CHN authorization to come upon Provider’s premises during business hours to remove the Equipment on five(5) business days prior notice.

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7. Provider will provide adequate space for the installation and operation of the Equipment. Upon installation, Provider agrees not to move the Equipment or otherwise modify its installation without obtaining prior written approval from CHN.
8. Provider agrees to develop, if such policy is not already established, a mechanism for discounted care to uninsured and/or patients below 150% of the federal poverty level.
9. Provider will use best efforts to commence use of the Equipment no later than thirty (30) days following completion of the installation and training of Provider's personnel.
10. Provider will allow CHN the right during normal business hours to enter Provider's facility and inspect the Equipment.
11. Provider will comply with all laws, ordinances, or regulations relating to the use, operation, or maintenance of the Equipment and provision of telemedicine services.
12. Provider will indemnify and hold harmless CHN for any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens imposed or incurred by or asserted against CHN or its successors and assigns, arising out of the possession, operation, condition, return, or use of the Equipment.
13. Provider will not sublet or allow any use of the Equipment except as set forth in this Acknowledgement.
14. Provider acknowledges that CHN is not a dealer in, or a manufacturer of, equipment of any kind. Except as set forth herein, Provider agrees that if the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Provider will notify CHN to make a claim against the manufacturer or seller, as appropriate.
15. Provider will report utilization on a monthly basis to CHN. This report will include patient record number, date of service, type of service, payor information, and poverty level (if available). This report will be due the 5th day of each month for the prior month's activity.
16. Provider will add Equipment to the Provider's property insurance coverage identifying CHN as Loss Payee for the Equipment. Certificate of Insurance will be provided to CHN upon receipt of the Equipment.
17. Should Provider choose not to use its own connectivity for telehealth, Provider assigns CHN the right to negotiate and contract data circuits for use with Telehealth equipment through the NETTN contract negotiated with ATT by the State of Tennessee. A formal request by a participating organization must be presented to CHN before any circuit installation(s) are negotiated. The organization requesting a circuit(s) is responsible for any and all installation fees required by the NETTN contract to install the circuit(s).
18. Provider will provide fifty (50) days notice to CHN to request a circuit installation. Any fees necessary to expedite a circuit request that is presented to CHN under the 50 day request period are the responsibility of the requesting organization and will be assigned by the NETTN contract.
19. Provider is responsible for any fees assessed by ATT/NETTN to install, modify, maintain, or disconnect a circuit. Such fees will be billed directly to the requesting organization on the next Exhibit A.
20. CHN will work with ATT/NETTN to maintain, monitor, and troubleshoot all data circuits obtained for your organization through the NETTN contract. CHN is not responsible for installing any additional equipment to connect the Telehealth equipment to the circuit terminating equipment. Any work requiring the manipulation of the local IT infrastructure to mate the telehealth equipment and the data circuit terminating equipment is the responsibility of the requesting organization.
21. Provider will ensure access to the organization premises where the circuit(s) are located to either the local telephone company or ATT personnel to allow proper troubleshooting of any reported issues.

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22. Provider will provide an on-site contacts (Primary and Secondary) for access to the premises. It is the responsibility of the Provider provide back-up contact information in the event the Primary and/or Secondary contact is unavailable.
23. Provider is responsible for payment of the installed circuit(s). The charges will be included on the Exhibit A billed to the organization each month.
24. In the case that Provider wishes that the circuit be disconnected, the Provider will provide written notification of such request no less than thirty (30) days prior to the desired disconnect date. Provider will be responsible for the remainder of any fees or payments deemed due by ATT/NETTN.
25. All equipment provided by ATT/NETTN for the purpose of terminating a data circuit is owned by ATT/NETTN and will be maintained by owner.
26. Provider agrees to allow AT&T or local utility on behalf of AT&T access to the organization premises for maintenance of the data circuit terminating equipment.
27. In the case of circuit(s) that are being disconnected, either due to non-payment or by Provider request, it is the responsibility of Provider to allow access to the organization premises by the equipment owner for recovery of the owned equipment.

Maintenance; Repairs, Alterations and Improvements. CHN will provide you with maintenance support, including, but not limited to, keeping and maintaining the Equipment in good working order, supplying and installing required replacement parts, and providing upgrades or enhancements. Any such improvements shall become the property of CHN.

Attorney Fees and Costs. Should either party be required to engage the services of an attorney to enforce its rights under this Agreement, including but not limited to payment obligations or rights of access to service or remove equipment, the prevailing party shall be entitled to recovery of its reasonable attorney fees and costs.

LIMITATION OF LIABILITY; NO WARRANTIES. CHN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE EQUIPMENT. PROVIDER HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST CHN FOR ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, USE OR MAINTENANCE THEREOF, OR SERVICING OR ADJUSTMENT THERETO. CHN LEASES THE EQUIPMENT AS-IS.

[SIGNATURE PAGE FOLLOWS. SIGNATURE PAGE MAY BE SENT VIA FACSIMILE.]

As the duly-authorized representative of Provider, I have read the foregoing Provider Acknowledgement. I am fully familiar with its contents and agree to adhere to the terms and conditions contained herein.

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ORGANIZATION NAME

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

COMMUNITY HEALTH NETWORK, INC

765 Florence Road

Savannah, TN 38372

(731)926-8986

(866)523-7527

By _____

By _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____