



REDACTED

SERVICE AGREEMENT
(Intrastate ICB)

Customer Name Evergreen Healthcare ("Customer")	Main Billing Tel. No: 425-899-1000
and address: 12040 NE 128 th Street, Kirkland, WA 98034	Agreement No. 2007-407703

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement, or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any applicable termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC: HQW02L25, 700 Hidden Ridge, Irving, TX 75038, with a copy to Verizon Business, Attn: Customer Service, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, and to Verizon Business, Attn: Daren Castain, 701 5th Avenue, Seattle, WA 98104. Notices shall be deemed effective five business days after such mailing. To Customer, please deliver notices to: 12040 NE 128th St. Kirkland, WA 98034 to the attention of Greg Dinehart, Director of Infrastructure with a copy to: Aimée D. Brice, In-House Counsel.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties. Confidential Information will not include any information that the receiving party can demonstrate: (a) was publicly known at the time of disclosure by the originating party, or becomes publicly known through no fault of the receiving party; (b) was rightfully received from a third party without a duty of confidentiality; (c) is already known to the receiving party at the time of receiving such Confidential Information or is independently developed by the receiving party without reference to the Confidential Information; (d) is permitted to be disclosed by written consent of the originating party; or; (e) is required to be disclosed by law (such as in response to a valid request for documents under the Washington State Public Disclosure Act, to which Customer is subject), an order of a governmental agency, legislative body or court of competent jurisdiction; provided that the receiving party provides the originating party with prompt notice of such requirement, so that the originating party may seek an appropriate protective order and/or waive compliance with this Agreement.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d). While on Evergreen premises, Verizon will comply with Evergreen's reasonable written security rules, procedures and policies which are provided in advance.

(e) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(f) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(g) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect,



incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise.

This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

EVERGREEN HEALTHCARE (Customer)

By [Signature]
Name/title VP/CEO
Date 7/27/07

VERIZON BUSINESS NETWORK SERVICES INC. on

behalf of VERIZON NORTHWEST INC. (Verizon)

By [Signature]
Name/title [Signature]
Date 08/01/2007

Suleiman Hessami
VP Pricing/Contract Management



Verizon company name: Verizon Northwest Inc. (referred to in this Exhibit as "Verizon")

State: Washington

Customer name: Evergreen Healthcare

ICB Case No.: 2007-407703

Customer is currently receiving Service under a prior agreement which will expire July 31, 2007. In order for Service to continue without interruption, this Agreement must be fully executed and filed with the Commission by July 16, 2007 in order for the Commission to complete its review and approval prior to the July 31, 2007 expiration date. In order to meet this filing date, Customer should sign and date this Agreement and return it to Verizon on or before July 12, 2007. If this Agreement is not approved and effective by July 31, 2007, Customer's existing ContraNet Service will transition to Verizon's applicable tariff for the minimum term commitment period available under the tariff, unless Customer provides Verizon with its written request to disconnect Service.

Customer must sign and date this Agreement on or before September 19, 2007 or the proposed Service arrangement and pricing will no longer be available.

1. **Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Current Quantity	Service Item	Monthly Unit Rate ¹	Non-recurring Charge (NRC) / Unit ⁴
1892	Analog ContraNet Station Lines ²	\$10.50 each	n/a
600	Digital (ISDN) ContraNet Station Lines ²	\$22.00 each	n/a
	ContraNet Feature Package 2000 ²	\$2.00 each	n/a
	Station Message Detail Recording (SMDR), per line ³	\$0.50	n/a
	Customer Moves, Adds, Changes (CMAC), per line ³	\$0.50	n/a

¹These charges DO NOT include Federally mandated end user common line charges, any applicable local, state or federal fees, surcharges or other applicable tariff charges (e.g. EUCL, PICC, NAR, SLC, taxes, other applicable tariff rates such as service order charges, optional services, etc). Customer will be billed the prevailing federally mandated end user common line charge or subscriber line charge (SLC) on a per line or NAR basis pursuant to Verizon's applicable tariff. SLC credits apply to Customer's Analog ContraNet lines, as per Verizon's tariff, at the prevailing credit amount associated with line size 101+ lines or the applicable line size category. Tariff services are provided pursuant to the rates, terms and conditions contained in Verizon's then current general tariff offering for the services; tariff pricing is subject to change

²Each Digital (ISDN) ContraNet line and Analog ContraNet line requires a Feature Package. If Customer wants a ContraNet Feature Package other than Feature Package 2000, Customer may purchase other available ContraNet Feature Packages from Verizon's applicable tariff, at tariff rates, terms and conditions.

³SMDR and CMAC are charged on a per-line basis.

⁴Non-recurring charges are not applicable for those Digital (ISDN) ContraNet and Analog ContraNet lines currently in-service. Any new ContraNet lines will be subject to the standard NRC per tariff rates.

Minimum Commitment and Shortfall. Customer must maintain a minimum quantity of one hundred fifty (150) Analog ContraNet and fifty (50) Digital ContraNet lines in-service at all times during the initial term of this Agreement. In the event Customer reduces the quantity of ContraNet lines in-service to a quantity below the minimum commitment, the above Monthly Recurring Charge shall not apply, and all Service provided under this Agreement (including Analog and Digital (ISDN) ContraNet Lines, ContraNet Feature Package 2000, SMDR and CMAC) will revert to Verizon's applicable tariff, including tariff rates, terms and conditions for the minimum commitment available under the tariff. If no tariff exists, Service will terminate. If Customer falls below the Minimum Commitment, the basic termination liability charge set out below will apply to Customer's Digital (ISDN) and Analog ContraNet lines.

2. **Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless the Agreement (or subsequent



amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

3. **Service or Term Period.** Customer shall purchase such Services for a period of twelve (12) consecutive months (the initial term) from the in-service date. The in-service date shall be the effective date as defined above. At the expiration of the initial 12 month term period, for any Service provided hereunder, such Service will be continued under the terms hereof on a month-to-month basis for a period not exceeding six (6) month(s) ("Extended Service Period") unless: (i) the Customer and Verizon have entered into a new agreement for such Service; or (ii) either Customer or Verizon has provided at least thirty (30) days' prior written notice to the other party that it does not want the Service Period to be extended; or (iii) such continuation is not permitted under applicable law or regulations. During such Extended Service Period, either party may terminate the Agreement and Service, without liability for termination charges, upon at least (30) days' prior written notice to the other party.

4. **Termination Charges.** Termination charges apply if Customer drops below the Minimum Commitment (one hundred fifty (150) Analog CentraNet and fifty (50) Digital CentraNet lines) during the initial term or terminates the Service prior to the end of the initial term... There is no minimum quantity commitment required during the optional six (6) month, month-to-month Extended Service Period after the twelve (12) month Service Period (the initial term) as described in Section 3 above.

If, during the Initial Term Period, Customer's quantity of Digital (ISDN) or Analog CentraNet lines in-service fall below the stated minimum quantities above, individually or both, or Customer terminates the Agreement and Service for any reason then Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the quantity of the respective Service terminated below the Minimum Commitment multiplied by the number of months remaining in the Term. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. The termination liability applied pursuant to this paragraph will apply on an individual Service category basis for Digital (ISDN) and/or Analog CentraNet falling below the stated Minimum Commitment; early termination charges will not apply to CentraNet Feature Package 200, SMDR and CMAC.

If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all actual costs incurred by Verizon for contract and service preparation. Tariff exceptions associated with Termination Liability do not apply to this Agreement.

5. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** Upon the expiration of the Extended Service Period (or if the initial Service Period is not extended as stated above) the rates, terms and conditions that shall apply to any continued provision of the Service shall be those set forth in the applicable tariffs, for the minimum service commitment available; and if there is no such applicable tariff, the Service will be subject to disconnection. In the event of a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, upon the expiration of the Service Period, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following location, which are in Verizon's tariffed local exchange service areas in Washington.

Evergreen's general campus located at: 12040 NE 128th Street,
Kirkland, WA

Customer may add additional sites and quantities of Service to this Agreement during the initial term of the Agreement if they are within the established Verizon tariffed local exchange service area for Verizon's Bothell Central Office (BOTHWAXB) and where the Service is technically and commercially available using Verizon's established ordering procedures. Service provided to such additional



locations and / or numbers will be subject to the terms of this Agreement and will be coterminous with this Agreement. Service to other locations outside of the Bothell Central Office may only be added by amendment to this Agreement.

7. Access to Records

Access to Records. If §42 USC §1395x(v)(1)(I), as amended, and any written regulations pursuant thereto (Section 1861 (v)(1)(I) of the Social Security Act) is applicable to this Agreement, this Section shall apply to both parties. In accordance with the Omnibus Reconciliation Act of 1980, each party agrees that their books and records will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for 4 years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of either party at a value or cost of \$10,000.00 or more over a 12 month period, such party shall assure said contractor complies with the provisions of the Omnibus Reconciliation Act of 1980.

