



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

DATE: September 28, 2017

RE: Competitive Award to eClinicalWorks for Electronic Health Record (EHR) system

PETITION # 31-17

That the Southern Nevada District Board of Health approve the competitive award and Software License And Support Upfront Agreement (SNHD-9-RFP-16-010) between the Southern Nevada Health District and eClinicalWorks for purchase of an Electronic Health Records and Practice Management system; and Software License And Support Upfront Agreement For Employee Health Electronic Medical Records And Practice Management (SNHD-9-RFP-16-010), between the Southern Nevada Health District and eClinicalWorks, for purchase of an Employee Health Electronic Medical Records And Practice Management system.

PETITIONERS:

Fermin Leguen, MD, MPH, Director of Clinical Services *FL*

Andrew J. Glass, FACHE, MS, Director of Administration *AJ Glass*

Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

This is a contract for purchase of an Electronic Health Records and Practice Management system to allow unified patient registration, clinical and nursing program management, medical billing, regulatory reporting, appointment management and interoperability / data exchange with other internal and external systems.

FUNDING:

Capital project Fund: 0061010000-8165 (\$245,250 for *Electronic Health Records and Practice Management system*)

Capital project Fund: 0061010000-8165 (\$7,500 for *Employee Health Electronic Health Records and Practice Management system*)

eClinicalWorks

SOFTWARE LICENSE AND SUPPORT UPFRONT AGREEMENT
FOR ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT

C1800062

Customer Name: Southern Nevada Health District
Customer Address: 280 S. Decatur Boulevard
Las Vegas, NV 89107
Customer Tel/E-Mail: 702.759.0875/glass@snhdmail.org
Contact Name: Andrew J. Glass

Agreement prepared by: Alicia Cusato



eClinicalWorks
2 Technology Drive
Westborough, MA 01581
Phone: 508-836-2700
Fax: 508-836-4466

Practice Details (Practice must have at least 1 Full Time Provider)

Number of Providers
 Number of Nurses (not including Nurse Practitioners as they are considered Providers)
 Number of Locations

9
76
2

eClinicalWorks Packages

Please select one option

Key:

- ✓ Included
- Not included

Option 1 _____ Option 2 X

Package	Option 1 _____	Option 2 <u> X </u>
	EMR & PM	EMR & PM Plus
eClinicalWorks Comprehensive EHR eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboards, ePrescribing and Formulary Checking, Registry Reporting and EBO.	✓	✓
Patient Portal	✓	✓
eClinicalMobile (Smart phone App for IOS or Android)	✓	✓
eClinicalWorks P2P	✓	✓
eClinicalMessenger (per message fee below applies).	✓	✓
Services 24x7 Support included Maintenance included Unlimited Webinars and Videos included	✓	✓
eClinicalWorks PM Practice Management (PM) Software Billing Implementation Service	✓	✓
MIPS Quality Performance Category – Claims Data Submission Mechanism	✓	✓
Added Value Bundle eClinicalWorks Scribe for iPad, iPhones, Android and Window platform eClinicalTouch (iPad App for eClinicalWorks) Mobile clinical speech recognition by Nuance for iPad, iPhone & Android phones MIPS Quality Performance Category EHR/Registry	-	✓
healow Kiosk	-	✓
Intelligent Medical Objects (IMO)	-	✓
Patient Education	-	✓
Pricing		
One Time License Fee	\$54,500	\$54,500
Monthly Fee per Provider**	\$161	\$261 \$236
Monthly Fee per Nurse (not including Nurse Practitioners)	\$50	\$50

*Applicable for all packages above:

Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume. For the first 0 – 1000 messages per month \$0.15/message and for additional 1000(+) messages per month \$0.10/message.
 Tax not included. Sales tax will be charged unless a sales tax exemption form is presented.
 Providers may be substituted at no cost. New providers may be added for \$5,500 per provider for the EMR & EBO license plus the per provider monthly rate based on the options selected during the initial term. After the initial term customer may add providers at the then current rate.
 Patient Portal, eClinicalMessenger, eClinicalMobile, and eClinicalWorks P2P to be hosted by eClinicalWorks. All hosting for items above to be done by Customer. Customer must sign eClinicalWorks Hosting Agreement Exhibit C.

Implementation

Implementation & Services	Cost	Quantity	Total
Project Management	\$1,000	20 days	\$20,000.00
Installation	\$1,000	3 days	\$3,000.00
Business Analysis Site Survey	\$1,250	9 days	\$11,250.00
Business Analysis Workflow Deliverable	\$750	10 days	\$7,500.00
Onsite Training	\$1,000	80 days	\$80,000.00
Enterprise Business Optimizer (EBO) Consultation Onsite	\$1,500	10 days	\$15,000.00
Enterprise Business Optimizer (EBO) Consultation Remote	\$1,200	5 days	\$6,000.00
Data Migration	\$15,000	1 migration	\$15,000.00

Total Implementation**

\$157,750

**Airfare is not included and will be billed separately

**If additional implementation days/services are required, Customer may add additional days/services at the rates above during the initial term. After the initial term, services may be added at the then current eClinicalWorks rate.

Optional Items

Clearinghouse

<p>ClaimRemedi - \$79 per month per named provider (ClaimRemedi to bill Customer) Includes: Unlimited Batch and Real Time Eligibility, Unlimited Electronic Claims for all payers (Professional, Institutional, Dental), Unlimited Electronic Secondary Claims, Unlimited Electronic Remittance Advice, Unlimited Paper Claims, Real Time Payer Specific Claim Scrubbing, Claim Status, Analytics and Comprehensive Reporting, Dedicated Account Specialist for easy Enrollment and Implementation. Customer must sign agreement with ClaimRemedi if this option is selected.</p>	<p>___Accept</p>
<p>Emdeon: \$79 per month per named provider (Emdeon to bill Customer) Includes unlimited Electronic Claims, unlimited Electronic Remittance Advice (ERA), unlimited Real Time or Batch Patient Insurance Eligibility, unlimited Electronic Secondary Claims, Unlimited Paper Claims, Emdeon VisionSM for Claim Management online report tool, Emdeon ON24/7 web-based support tool, and Premier Enrollment assistance. Customer must sign agreement with Emdeon if this option is selected.</p>	<p>___Accept</p>
<p>Navicure - \$79 per named provider per month (Navicure to bill Customer) Unlimited Eligibility, Unlimited Web-based claims EDI (Professional), Paper Claims, Electronic Secondary claims, Claims Summary Scoreboard (One Tax ID), Clear Scoreboard Function, Customizable Claim Rejection Report, Claim Quick Find, 277 Pass-back, Unlimited Electronic Remittance Advice, ERA Reports, Worry-free implementation and enrollment, Unlimited 3 Ring Client Service"</p>	<p>___Accept</p>
<p>TriZetto Provider Solutions (formerly Gateway EDI) - \$79 per month per provider (TriZetto to bill Customer). Includes: Unlimited Primary and Secondary electronic and paper claims for all payers (including professional, institutional, and dental claims), Unlimited Electronic Remittance Advices (ERA's) for remit payers, Unlimited Integrated Batch and Real Time Eligibility, Unlimited 24/7 Clients Services Support and dedicated eClinicalWorks team, Unlimited access to TriZetto's robust OnLine Reports Library, which includes an array of reports that assure Customer is being paid correctly and on time. Some of TriZetto's reports include Claim File Reconciliation, Safety Net Report, Transaction Summary, Dash Board, Analyze Daily Rejections, 835 Reporting and the Report Card to name but a few.</p>	<p>___Accept</p>

Patient Statement Option

<p>ClaimRemedi - \$.66*** cents for single page letter/statement (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope), \$.15 cents per multiple page and \$0.01 per page of backside printing with variable data (Duplex). Customer to contract with ClaimRemedi. For additional detail please contact ClaimRemedi.</p>	<p>___Accept</p>
<p>Emdeon Expressbill - \$.62*** cents for single page letter/statement (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope), \$.17 cents for per multiple page and \$0.04 per page of backside printing with variable data (Duplex). Customer to contract with Emdeon. For additional detail please contact Emdeon.</p>	<p>___Accept</p>
<p>Navicure - \$.63*** cents for single page letter/statement and \$.16 cents for per multiple page. (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope) Minimum \$10 a month. Customer to contract with Navicure. For additional detail please contact Navicure.</p>	<p>___Accept</p>
<p>TriZetto Provider Solutions (formerly Gateway EDI): \$.64*** cents for single page letter/statement (includes printing, stuffing, and mailing letter/statement with an outgoing envelope, postage, and inner windowed remit envelope). Additional page(s) @ \$.16 cents per page (this will be billed monthly). Minimum \$20.00/per month. Customer to contract with TriZetto. For additional detail please contact TriZetto.</p>	<p>___Accept</p>

***increase in Postage will increase the cost.

eClinicalWorks Population Care Planning

Ongoing fee: \$50 per month per provider
5 days implementation: \$5,000
Airfare not included in price above. Airfare will be invoiced separately for onsite services.

eClinicalWorks Population Care Planning

- Customized Care planning
- Ability to create customized goals, objectives, and interventions.
- Ability to create automatic reminders for care plan reviews
- Easy to read care plan summaries for patient
- Group Scheduling
- Group Documentation
- Care Team and Patient Signature capture

 **Accept**

Test/Training environment

\$1000 install fee per environment
Customer to host






 **Accept**

Inventory Module

\$75 per month per Provider

 **Accept**


Interfaces*

<p><u>ADT Outbound Interface*</u></p> <ul style="list-style-type: none"> • Vendor: Orchard / QS 1 Pharmacy. • Onetime Fee: \$3,500 per interface • Annual Maintenance: 18% of the onetime interface fee • Format: HL7 • Outbound: ADT outbound per eClinicalWorks ADT Outbound Specifications • Details: One ADT outbound Feed from eClinicalWorks. Customer will use their integration engine to distribute ADT messages to Orchard lab and QS 1 pharmacy 	<p> Accept</p>
<p><u>Laboratory Interface*</u></p> <ul style="list-style-type: none"> • Vendor: Orchard Lab • Onetime Fee: \$8,500 per interface • Annual Maintenance: 18% of the onetime interface fee • Format: HL7 • Outbound: Orders outbound per eClinicalWorks HL7 Lab Orders Specifications • Inbound: Results inbound per eClinicalWorks HL7 Lab Results Specifications • Inbound: DFT inbound per eClinicalWorks DFT Outbound Specifications 	<p> Accept</p>
<p><u>Radiology Interface*</u></p> <ul style="list-style-type: none"> • Vendor: TBD • Onetime Fee: \$5,000 per interface • Annual Maintenance: 18% of the onetime interface fee • Format: HL7 • Outbound: Orders outbound per eClinicalWorks HL7 Lab Orders Specifications • Inbound: Results inbound per eClinicalWorks HL7 Lab Results Specifications 	<p> Accept</p>
<p><u>HISP Service: Direct Messaging for Organizational level certificate**</u></p> <ul style="list-style-type: none"> • On-Going Subscription Cost for Organization level certificate • \$120 per Year per Database 	<p> Accept</p>
<p><u>HISP Service: Direct Messaging for Provider level certificate**</u></p> <ul style="list-style-type: none"> • On-Going Subscription Cost for Provider level certificate • \$120 per Year per Provider 	<p> Accept</p>

*In order to complete the Interface, Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the Interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the Interface without the necessary assistance and support from Vendor. In addition, third party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third party vendor software or otherwise with respect to any obligations of Vendor or any third party vendor. Customer also understands that the timeframe for completion of the Interface is contingent upon both the availability of eClinicalWorks and Vendor and scope of the Interface. If Vendor is unable or unwilling to support the Interface based on eClinicalWorks specifications, then the Interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the Interface or its completion. If the scope of the Interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any interface not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.

**Additional terms and conditions apply. Please see Exhibit C HISP Service: Direct Messaging Terms and Conditions

General Ledger Module

<ul style="list-style-type: none"> • Description: GL Middleware solution -Customizable mapping solution that is used to import GL Account codes that can be used as a lookup for reporting. Used in conjunction with the eBO financial reporting to provide a General Ledger extract that can be imported to third party finance systems. • Onetime Fee: \$10,000 onetime fee per interface • Annual Maintenance: \$1,800 per year • Professional Service Days: 6 days included in the onetime fee above 	<p> Accept</p>
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Ryan White Reporting

- Description: eClinicalWorks will provide data elements, through the eBO Query Studio, required for the client report. Customer will be responsible to create the required file format required by CAREWare, which will then need to be uploaded directly to CAREWare. (Ryan White format).
- Annual Fee per Provider: \$750 per Provider per year
- Professional Service Days: \$1,500 per day plus airfare (estimated 3 days)

 **Accept**

Exhibits

- a. All references herein to this “Agreement” include the body of this Agreement and the incorporated Exhibits listed below.

Exhibit A – Terms and Conditions
Exhibit B – eClinicalWorks Hosting Agreement
Exhibit C – HISP Service: Direct Messaging Terms and Conditions
Exhibit D – Statement of Work
Exhibit E – Business Associate Agreement
Exhibit F – Schedule of Milestones and Payments

CONTRACT EXECUTION

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above.

CUSTOMER

eClinicalWorks

By: _____
(Authorized Signature)

(Authorized Signature)

Andrew J. Glass, FACHE, MS
(Name - Print or Type)

Sameer Bhat, Vice President of Sales
(Name - Print or Type)

Southern Nevada Health District
(Customer Company - Print or Type)

eClinicalWorks
(Company - Print or Type)

Date

Date

EXHIBIT A – Terms and Conditions

Effective Date: Date of last person signing of this agreement

Initial Term: 12 months from Effective Date

This agreement is valid for 90 days from September 22, 2017. If agreement hasn't been signed within 90 days of issuance, please contact Sales at eClinicalWorks for a new agreement.

1. Definitions

- a. "Business Analysis" is a services for new customers which consists of assistance with hardware purchase and set-up recommendations, site survey for assessment of the current clinical environment, recommendations for optimal office set-up to facilitate EMR workflow, redesign of office workflows, plan all aspects of conversion from paper to electronic charts and EMR configuration for security access settings for all user, provider, and facility settings and customized training strategies for all system users in the practice.
- b. "Data Migration" includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab (up to 500,000 records), family history, past medical history, social history and surgical history. Customer is responsible for providing the data in .CSV format. eClinicalWorks will assist in the process if required.
- c. "EBO Consultation" is an implementation service which will include both training and consultation services. This service will help create efficient workflow design in conjunction with other eCW implementation teams in order to maximize productivity and report usage and provide supporting documentation in order to make an easy transition to a robust business intelligence software. Additional days may be added upon customer request at \$1500 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- d. "eClinicalMessenger" is a voice messaging service that enhances communication between the doctor and the patient.
- e. "eClinicalMobile" Functionality available through smart phone: checking schedules, reviewing telephone and web messages, e-prescribing, looking up patient medical records, examining lab results, charge capture at the point of service
- f. "eClinicalTouch" is an iPad app that combines the most-used features of the eClinicalWorks EMR.
- g. "eClinicalWorks P2P" allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), schedule/reserve appointments, share patient demographics and securely communicate with other physicians across city, state and region.
- h. "eClinicalWorks Scribe" is functionality which converts free speech into structured progress notes.
- i. "Electronic Medical Records" or "EMR" includes Front Office, Mid Office and Document Management.
 - i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
 - ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs, diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
 - iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.
- j. "EMR Go-Live" is the ability to document progress notes, generate Rx, order entry, route orders, scan documents, send/receive faxes, generate referral request and generate letters to patients.
- k. "ePrescribing" includes ePrescribing and formulary checking though Surescripts.
- l. "Effective Date" is the date set forth at the beginning of Exhibit A.
- m. "Hosting" means the hosting service that will be provided by eClinicalWorks. Hosting agreement is listed in Exhibit B.
- n. "Initial Term" begins upon the Effective Date and ends 12 months after the Effective Date.
- o. "Installation" is the service where the eClinicalWorks software is being installed on customer's hardware. Additional days may be added upon customer request at \$1000 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- p. "Kiosk" is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.

- q. “Maintenance Fee” includes maintaining and improving the functionality of the Products with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-9 and CPT4) with period upgrades.
- r. “MIPS Dashboards” or “Merit-Based Incentive Payment System Dashboards” are dashboards that provide performance data for participating eligible clinicians (EC) for quality and advancing care information (ACI) performance categories as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act’s (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.
- s. “MIPS Quality Performance Category – Claims Data Submission Mechanism” means Customer to submit QualityData Code (QDC) and Current Procedural Terminology (CPT) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.
- t. “MIPS Quality Performance Category EHR/Registry” means eClinicalWorks to submit numerator and denominator counts (and other required information) on behalf of participating ECs to CMS, aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks vendors to submit all data they have for a given measure and eClinicalWorks shall submit data accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS.
- u. “Onsite Training” means the training done at the customer location by an eClinicalWorks certified trainer. Additional onsite training days may be added upon customer request at \$1000 per day plus airfare during the initial term of the agreement. After the initial term, additional onsite training days may be added at the then current rate.
- v. “Patient Portal” includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from parties, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR)
- w. “PM Go-Live” is the ability to send claims, post payments generate statements, generate reports
- x. “Practice Management” or “PM” means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.
- y. “Project Management” or “Project Manager” develops, manages and coordinates detailed project plans for the Customer and works with the Customer representative on the project plan and managing day-to-day action items. The Project Manager is responsible: to gather and send documents needed for each phase of an individual project, work with various internal eClinicalWorks departments to achieve key milestones for implementation and coordinate and review project status updates. Additional days may be added upon customer request at \$1000 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- z. “Providers” mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, care managers, care coordinators and Podiatrists employed by or under contract with Customer to provide services within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, and (hereinafter referred to as “Customer Personnel”). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider.
- aa. “Support Fee” includes telephone and online support of the Products (see below: Services to Be Provided).
- bb. “SMS” includes Maintenance Fee and Support Fee
- cc. “Vendor” means any third party that provides a Vendor Program
- dd. “Vendor Program” means one or more software product(s) owned, distributed, or provided by a third party to eClinicalWorks (including any program documentation and any program updates acquired through technical support) and provided by the Vendor to eClinicalWorks (and subject to one or more agreements between the Vendor and eClinicalWorks) to be embedded in or made part of the Software for use by the Customer.

2. Payment Terms

- a. Onetime fees: Per payment schedule in Exhibit F.
- b. Monthly Fees: to begin upon EMR Go-Live or PM Go-Live. Monthly fees will be invoiced monthly in advance.

- c. eClinicalWorks may increase the Support and Maintenance Service fees (SMS), provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the SMS Fee (i) increase more frequently than annually, and (ii) increase more than five percent (5%) over the previous year's fees.
- d. The fee for subscribing to the Maintenance and Support ("SMS") is set forth above. The Fee shall be determined on the basis of the number of Providers authorized to use the Products, each of whom shall be registered (each, a "Registered User.") The Products may contain embedded controls limiting user log-on to the number of Providers as such counters may interfere with use of the Products beyond the number of Providers licensed. Office managers, and secretaries practicing directly in conjunction with a licensed provider do not require a separate license. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.
- e. License Fee Changes: eClinicalWorks understands and agrees that the Software License is owned by Customer's corporation, not any individual users. If Customer adds one or more Registered Users to its practice, the software counters shall be adjusted to permit such Registered Users to use the Software, upon payment of additional License Fees at the then-current rate, plus SMS fees calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the year in which the provider(s) is added. If Customer loses one or more Registered Users, there shall be no change in the License Fees.
- f. Fiscal Funding. This Agreement is subject to the availability of funding and may be terminated without liability, penalty, or further obligation other than payment of fees then due and owing if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

3. Terms and Conditions

- a. General. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a non-exclusive, non-transferable, license for the Registered Users to access and use the functionality of the Software during the term of this Agreement. The Customer shall not permit any other person or entity to access or use the Software.
- b. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.
- c. Proper Use of Software. The Customer acknowledges that the continued integrity of the Software and eClinicalWorks' performance of its obligations described in this Agreement are dependent upon Customer's use of the Software in accordance with the documentation provided to Customer and the terms and conditions of this Agreement.
- d. OWNERSHIP AND PROPRIETARY RIGHTS. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, to develop functionally similar Software or permit any third party to do any of the foregoing. Customer agrees to not grant access to any 3rd party for any purpose without the prior written consent of eClinicalWorks.
- e. Indemnification. eClinicalWorks shall indemnify, defend, and hold Customer harmless from any action against Customer to the extent that it is based on an allegation that the Software has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim.
- f. OWNERSHIP OF DATA. All the patient demographics and medical records created by this Software will be solely owned by the Customer.
- g. To the extent required by the Health Insurance Portability and Accountability Act of 1996 and regulations related to privacy promulgated there under (the "Privacy Standard"), and notwithstanding anything to the contrary herein, eClinicalWorks will maintain the confidentiality of Protected Health Information or PHI (as defined by the Privacy Standard) made available to or obtained by eClinicalWorks as a result of this Agreement and will comply with applicable requirements of the Privacy Standard. Specifically, eClinicalWorks will:
 - i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law (as such term is defined by the Privacy Standard);
 - ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - iii. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which eClinicalWorks become aware;

- iv. Ensure that any agent, including a subcontractor to whom eClinicalWorks provides PHI received from, or created or received by Customer on behalf of, Customer agrees in writing to the provisions of this Agreement;
 - v. Mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement;
 - vi. Upon expiration or termination of this Agreement, return to Customer or destroy all PHI received from, or created or received on behalf of, Customer (including all copies thereof) then in eClinicalWorks possession or under its control; or if, return or destruction is not feasible, provide Customer with written notice in which eClinicalWorks describes why return or destruction is not feasible and agree in writing to extend the protections of this Section to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.
 - vii. In addition to the foregoing requirements, use and disclosure of PHI shall be subject to and in accordance with the terms of the Business Associate Agreement, located at Exhibit E. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. The requirements of this Section will survive this Agreement.
- h. Customer is responsible for all hardware and network to be installed and set up properly prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up and will result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved with having to reschedule install and training dates. Any training cancelled by Customer within two weeks of training will be charged \$750 per week for the affected weeks.
- i. Taxes. Customer is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Software or Service provided herein, whether federal or state, unless otherwise required by law.
- j. Restrictions on use of Vendor Program(s). Customer agrees that, to the extent the Software makes use of a Vendor Program, the following covenants and restrictions shall apply:
- i. Customer agrees that it will limit its use of any Vendor Program to the legal entity that is party to this Agreement and not allow any other person or entity access to the Vendor Program.
 - ii. Customer agrees that it will only use a Vendor Program as necessary to make use of the Software or for Customer's internal business operations. Customer may allow its agents and contractors (including, without limitation, outsourcers) to use a Vendor Program on Customer's behalf for the Customer's internal business operations as described above, subject to the terms of this Agreement. If the Software includes a Vendor Program that is specifically designed to facilitate such interactions.
 - iii. Customer agrees that the respective Vendor of a Vendor Program or the respective Vendor's licensor shall retain all ownership and intellectual property rights to the Vendor Program.
 - iv. Customer agrees that it will not:
 - 1. Transfer any Vendor Program, except for temporary transfer in the event of computer malfunction if the Software embeds the respective Vendor Program in a physical device;
 - 2. Assign, give, or transfer any Vendor Program and/or any services ordered or interest in them to another individual or entity; or
 - 3. Grant any security interest in any Vendor Program and/or any related services provided by the respective Vendor; if such an interest is granted, the secured party shall have no right to use or transfer the Vendor Program and/or any related services provided by the Vendor.
 - v. Customer agrees that it will not:
 - 1. Use any Vendor Program for rental, timesharing, subscription service, hosting, or outsourcing;
 - 2. Remove or modify any program markings or any notice of the respective Vendor's or the respective Vendor's licensors' proprietary rights in a Vendor Program from any Vendor Program;
 - 3. Make a Vendor Program available to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); or
 - 4. Acquire title to any Vendor Program or purport to transfer title to any Vendor Program to any third party.
 - vi. Customer agrees that it will not:
 - 1. Reverse engineer any Vendor Program (unless required by law for interoperability);
 - 2. Disassemble or decompile any Vendor Program (including, but not limited to, review of data structures or similar materials produced by any Vendor Program); or
 - 3. Duplicate any Vendor Program, except for a number of copies of each program sufficient for the licensed use of the Software and one copy of each Vendor Program media.
 - vii. Other than to the extent permitted by warranty in this Agreement or as prohibited by law, Customer disclaims any claims against any vendor for:
 - 1. Any damages, whether direct, indirect incidental, special, punitive or consequential; and
 - 2. Any loss of profits, revenue, data, or data use arising from the use of the respective vendor's vendor program.
 - viii. Upon termination of this Agreement, Customer agrees to immediately discontinue any use of any Vendor Program(s) and destroy or return to eClinicalWorks all copies of any Vendor Program(s) and any documentation thereof.
 - ix. Customer agrees not to publish any results of any benchmark tests run on any Vendor Program.

- x. Customer agrees that it will comply fully with all relevant export laws and regulations of the United States of America and any other applicable export or import laws to assure that neither a Vendor Program, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- xi. Customer agrees and acknowledges that any Vendor Program is subject to a restricted license and can only be used in conjunction with the Software and Customer agrees that it is not permitted to modify any Vendor Program.
- xii. Customer agrees not to seek or require the Vendor of a Vendor Program to perform any obligations or incur any liability not previously agreed between eClinicalWorks and the respective Vendor.
- xiii. Customer agrees to allow eClinicalWorks to audit Customer's use of any Vendor Program to confirm compliance with these and any other terms of this Agreement; to provide reasonable assistance and access to information in the course of such audit; and to permit eClinicalWorks to report the audit results to the respective Vendor of the Vendor Program or to assign eClinicalWorks's right to perform such audit to the respective Vendor. Customer agrees that Vendor shall not be responsible for Customer's costs incurred in cooperating with such audit.
- xiv. Customer agrees that, with respect to a particular Vendor Program, the respective Vendor of the Vendor Program shall be a third party beneficiary of this Agreement.
- xv. Customer agrees that the Uniform Computer Information Transactions Act shall not apply to this Agreement or in any subsequent legal proceeding of any kind related to or arising out of this Agreement.
- xvi. Customer agrees and acknowledges that a Vendor Program may include source code provided by a Vendor as part of the Vendor's standard shipment of such Vendor Program, which source code shall be governed by the terms of this Agreement.
- xvii. Customer agrees and acknowledges that third party technology may be appropriate or necessary for use with a Vendor Program as specified in the Vendor Program's documentation or as Customer is otherwise notified by eClinicalWorks and that such third party technology is licensed to the Customer only for use with the Software under the terms of the third party license agreement specified in the Vendor Program documentation or as Customer is otherwise notified by eClinicalWorks and not under the terms of this Agreement.

4. Services to be provided

- a. eClinicalWorks shall provide 24x7 support.

Technical Assistance:	Available	Contact Info
Online portal	24 x 7	http://support.eclinicalworks.com
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues related to Customer's computer or internal and external computer network.

- b. Schedule. eClinicalWorks and Customer shall agree on an Implementation Schedule, including dates for Customer's hardware purchasing and installation, eClinicalWorks' Software installation, data migration, Customer training, creation of lab interfaces, and a 'go live' date to for Customer to begin use of the Software, which may be either partial or full use of the Software.
- c. Customer will receive any available Upgrades, without additional fee as long as the SMS agreement is in effect.

5. Warranties

- a. eClinicalWorks will maintain the confidentiality of information regarding any physician or patient record.
- b. eClinicalWorks warrants that it either owns or has the right to license the Services hereunder. eClinicalWorks warrants that the Services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards. eClinicalWorks guarantees the integrity of data at Customer's location as long as any 3rd party has not modified the installed application.
- c. eClinicalWorks represents and warrants that eClinicalWorks will update Products (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that such Product complies with the most current federal or state requirements."
- d. Other than as expressly set forth above, eClinicalWorks does not make any express or implied warranties, conditions, or representations to the customer, any of its affiliates or any other party with respect to the applications, services or any products, documentation, or any other services or works of authorship provided hereunder or otherwise regarding this agreement, any implied warranty or condition of merchantability, no infringement, or fitness for a particular purpose are expressly excluded and disclaimed.
- e. LIMITATION OF LIABILITY. EXCEPT FOR A MATERIAL BREACH BY ECLINICALWORKS OF THE BUSINESS ASSOCIATE AGREEMENT, ECLINICALWORKS' LIABILITY TO CUSTOMER FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR: (I) SPECIAL,

PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

- f. If the customer considers litigation as recourse for dispute resolution each Party will be responsible for their own legal fees and expenses.
- g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer and Authorized Users acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification obligations related to any failure to exercise such professional judgment. In the event that the software or any report or information generated by the software is used in connection with any diagnosis or treatment by you and/or any of Customer's employees, agents, representatives, and the like, Customer agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the Software.
- h. During the term of the agreement and one year after the termination of this agreement, the customer agrees not to offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.
- i. eClinicalWorks represents and warrants that the eClinicalWorks Products will meet the "Meaningful Use" certification criteria as defined by the American Recovery and Reinvestment Act (ARRA). If eClinicalWorks Products do not get certified or fails to meet the certification criteria eClinicalWorks will credit twelve (12) months of maintenance fees.

6. Terms and Termination

- a. Term of License. The Initial Term of this Agreement shall begin on the Effective Date and end 12 months thereafter unless renewed in accordance with Section 6(b).
- b. Renewal of SMS. Upon expiration of the initial term, this Agreement may be extended for four additional one (1) year periods upon mutual agreement of the Parties. If Customer defaults in its payments for the SMS, or causes its SMS subscription to expire, eClinicalWorks may terminate this Agreement or suspend services. Customer has the right to continue using the Software at its own risk, without benefit of upgrades or support, and agrees that eClinicalWorks shall not be liable or responsible for any errors or problems with the Software and/or its associated third-party data from that time forward. Customer understands and agrees that the Drug Database, CPT, ICD codes and Lab and Device Interfaces cannot be used if the Maintenance and Support Agreement is not in effect.
- c. Default. Customer shall have the right to terminate this Agreement if eClinicalWorks materially breaches this Agreement and such material breach is not cured within fifteen (15) days after written notice specifying the nature of the material breach. In the event of such termination, eClinicalWorks shall refund to Customer on a pro-rata basis any pre-paid annual fees for services not yet performed.
- d. Termination of Agreement for Convenience. Customer may terminate without cause at any time with 30 days written notice upon payment of fees then due and owing.

7. Miscellaneous

- a. Assignment. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either Party of its obligations to the other as provided herein.
- b. Force Majeure. The obligations of the respective Parties shall be abated for so long as, and to the extent that, their performance is rendered commercially impracticable by causes and events beyond the reasonable control of the affected Party, including without limitation fires, floods, acts of God, strikes, unavailability or delays of materials or transportation, war, revolution, insurrection, acts of the public enemy, governmental regulation or prohibition. The Party claiming abatement of obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim, and shall take all reasonable steps to limit the effect and duration of such cause or event.
- c. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.
- d. Entire Agreement. This Agreement sets forth the entire agreement between eClinicalWorks and Customer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either Party unless confirmed by written instrument signed by both Parties.
- e. Notices. Any notices required to be given by one Party to another hereunder shall be deemed duly given when sent in writing, postage prepaid, via certified or registered mail, with return receipt, or delivered by hand, and addressed to the appropriate Party at the addresses below or to such other address as either Party shall have designated in writing to the other. The specification of means for giving notice herein shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving party than the means specified herein.

CUSTOMER

Financial Services
Materials Management Supervisor
Southern Nevada Health District
Las Vegas, NV 89127-3902

eCLINICALWORKS

Two Technology Drive
Westborough, MA 01581

- f. Law and Severability. This Agreement, its validity, construction, and effect shall be governed by the laws of the State of Nevada. In the event that any part of this Agreement is declared to be void or unenforceable by a court having jurisdiction, the remainder of this Agreement shall continue in full force and effect with such void or unenforceable part thereof deleted there from.
- g. Dispute Resolution. In the event of any dispute, the Parties agree that the first recourse to resolution shall be by arbitration, and that no action at law shall be taken by either Party previous to an unsuccessful resolution by arbitration. These provisions shall survive the termination of this agreement, regardless, of the cause of such termination. The Parties shall each bear their own costs and fees for such arbitration; but, will share the cost of the arbitrator equally.
- h. Independent Contractor. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, eClinicalWorks shall at all times be an independent Contractor and not an employee with respect to Customer. This Agreement is neither intended to nor will it be construed as creating any other relationship, including one of employment, joint venture, or agency.
- i. Public Records. As a public entity, Customer is, as a matter of law, subject to Nevada Revised Statutes Chapter 239. Accordingly, documents, including this Agreement, may be open to public inspection and copying; provided however that eClinicalWorks shall have the right to timely object or dispute the production of any such documents agreements or other materials in the appropriate court, and in the event of such objection Customer shall not produce any such documents, agreements, or other materials until a determination is made by a court of competent jurisdiction. For the avoidance of doubt, eClinicalWorks software, Statement of Work, user manuals and supporting documentation are highly confidential and are not to be disclosed to any third parties under any circumstance.
- j. Non-Discrimination. eClinicalWorks employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. eClinicalWorks agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
- k. Certain Restrictions Applicable to eClinicalWorks Personnel. eClinicalWorks personnel shall comply with Customer's internal policies while performing services on site at Customer's facilities. Customer is responsible for informing eClinicalWorks staff of any internal policies for performing services onsite at Customer's facilities.
- l. Customer is responsible for backing up the data.
- m. This Agreement does not permit the eClinicalWorks application to be hosted in a third party location or datacenter without written consent by eClinicalWorks. Additional license fees will apply for any eClinicalWorks environment hosted outside of Customers office location.
- n. The following hyperlink to the eClinicalWorks website directs you to a copy of "eClinicalWorks V10 Cost & Limitation Statement" and "eClinicalWorks healow Enterprise Patient Portal v1.0 Cost & Limitation Statement" (www.eclinicalworks.com/costs-and-limitations). These documents provide you with further information regarding the potential costs and limitations associated with these eClinicalWorks products.

EXHIBIT B – eClinicalWorks Hosting Agreement

THIS SOFTWARE AS A SERVICE AGREEMENT (this “Agreement”) is made as of the _____ day of _____ (the “Effective Date”), between eClinicalWorks, LLC., a Massachusetts corporation (“eClinicalWorks”), and Southern Nevada Health District, a political subdivision of the state of Nevada (“Client”). Capitalized terms shall have the meaning defined in this Agreement.

Background

A. eClinicalWorks is in the business of providing certain hosting and delivery services related to integrated business software and clinical systems;

B. Client desires to engage eClinicalWorks to provide such services using the web-based software applications identified on SOFTWARE LICENSE AND SUPPORT UPFRONT AGREEMENT FOR ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT as being hosted by eClinicalWorks (the “Hosted Applications”), subject to the following terms and conditions.

Agreement

In consideration of the rights and benefits that they will each receive in connection with this Agreement, the Parties, intending to be legally bound, agree as follows:

Article 1 Hosting Services

1.1 eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the Hosted Applications available to Client via the Internet based on a Software As A Service basis; (b) make the Documentation for the Hosted Applications available to client in a mutually agreed upon format; and (c) provide to Client a user name, password and other information required to use the Hosted Applications.

1.2 Client Responsibilities.

(a) Client is responsible for: (i) procuring, at its expense, the necessary environment at the Client’s location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the “Client Systems”); (ii) complying with all laws, rules and regulations related to the Client Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) obligations under any third party agreements to which Client is a party, including, without limitation, any agreement pursuant to which Client procures the Client Systems or any portion thereof, regardless of whether eClinicalWorks provides Client with any assistance in such procurement.

(b) Client shall bear all costs of obtaining, installing and maintaining the Client Systems.

1.3 Definitions.

(a) “Services” shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.

(b) “System” shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.

(c) “Website” shall mean the website accessible from the URL <http://www.eClinicalWorks.com> or other eClinicalWorks domains.

(d) “Client Error” includes any misuse, improper use, alteration, or damage to the Applications, any use or combination of the Applications with any software, operating system or computer equipment not approved by eClinicalWorks, or any other error not directly caused by the Applications or eClinicalWorks.

(e) “Confidential Information” means all technical, business, and other information of one Party (the “Disclosing Party”) disclosed to or obtained by the other Party (the “Receiving Party”) in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.

(f) “Documentation” means the user and technical manuals and other documentation provided to Client describing the Applications’ features, functionalities, requirements and specifications.

1.4 Services to be provided.

(a) eClinicalWorks shall provide all industry standard hosting-related maintenance including, without limitation, back-ups, server maintenance and trouble-shooting.

(b) Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Client with one (1) day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d) Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. eClinicalWorks shall notify Client immediately of any known security breaches or holes. For security and administrative reasons only, the website administrators will have access to all files on the server. eClinicalWorks is not responsible if Client makes changes to default security settings which allow access to Client data.

1.5 Acceptable use policy.

(a) Acceptable Use Policy. Client shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Client shall be responsible for all use of the Website by its Registered Users, regardless of whether such use is known to or authorized by Client. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Client and examination of material on eClinicalWorks's servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, and/or remove the Website content and other material from eClinicalWorks's servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks's servers, issuance of warnings to Client or the suspension or termination of this Agreement to Client.

(b) Passwords. Client is responsible for maintaining the confidentiality of any password(s) and access codes given to access the Website, and is fully responsible for all activities that occur under those password(s) and access codes. Client agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Client shall be solely responsible for the security of its passwords. Continued failure by Client to maintain password security may result in the suspension or termination of Services.

(c) System Security. Client shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, or any other website on the Internet. Client use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools or network probing tools. EClinicalWorks reserves the right to release identification information of Client, if Client is involved in violations of security, to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 System Monitoring. eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Client shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Client of the Communications Decency Act.

1.7 Warranty of Content. In addition to the warranties set forth in the Agreement, the Parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a Party not in breach, but may also subject such Party to criminal and/or civil liability.

Article 2

Compliance with Laws.

2.1 Compliance with Laws

(a) The Parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under (“HIPAA”).

(b) eClinicalWorks acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Applications and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the “Client Data”), and all right, title and interest therein, is and shall remain the exclusive property of Client. Notwithstanding the foregoing, Client hereby grants eClinicalWorks a perpetual, unlimited license to use the Client Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.

Article 3

Miscellaneous

3.1 References. During the term of this Agreement, Client authorizes eClinicalWorks to identify Client as a Client of eClinicalWorks in promotional and advertising materials. Client must approve all such promotional materials prior to publishing. Further, Client shall use commercially reasonable efforts to respond to requests from potential Clients, analysts, media or investors of eClinicalWorks.

3.2 Assignment. This Agreement or any right or license granted to Client hereunder may not be assigned or transferred in any manner by Client without the prior written consent of eClinicalWorks. Any attempt by Client to assign, sublicense or transfer any of its rights, or delegate any of its duties or obligations under this Agreement without the prior written consent of eClinicalWorks shall be void.

3.3 Waiver. No failure or delay on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise by either Party of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by either Party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any other breach of or default in the same or any other term or condition hereof.

3.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

3.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

3.6 LIMITATION OF LIABILITY. ECLINICALWORKS’S LIABILITY TO CUSTOMER FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR: (I) SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

Addendum Service Levels

Capitalized terms used but not specifically defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

1. AVAILABILITY

A. Uptime

Within two (2) weeks of the commencement of the first on-site training session eClinicalWorks agrees that the Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM EST, seven (7) days per week (the “Up-Time Commitment”). The Up-Time Commitment will be measured monthly.

B. Exclusions

Calculation of the Up-Time Commitment shall exclude unavailability of the Applications caused by any of the following:

- (a) Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise; eClinicalWorks has a weekly scheduled maintenance window from 6AM-9AM EST Sunday mornings, and daily maintenance windows from 1AM-3AM EST, 4AM-6AM EST for West Coast Data Centers.
- (b) Failures in the Internet that are outside eClinicalWorks's control;
- (c) Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Client that prevent/disrupt access; or
- (d) Failures by Client to comply with the eClinicalWorks's specifications outlined in the Documentation for the Applications.

EXHIBIT C - HISP Service: Direct Messaging Terms and Conditions

Payment Terms: The On-Going Subscription cost is as outlined above. Per database fees will start from the date that the organization direct address is approved and will be paid by the Responsible Party. These fees will be billed upfront on a yearly basis from the start date. Cancellations will need to be initiated by opening a case. Fees will then be canceled for the following billing cycle. As the certificate is purchased for the full year upfront, there will be no prorated refund if the agreement is terminated mid-year. Per database fees are subject to change once annually upon thirty (30) days' notice to Customer.

Terms and Conditions: The Direct Project is a public-private partnership initiative of the Office of the National Coordinator for Health Information Technology of the United States Department of Health and Human Services. The Health Information Service Provider ("HISP") Service is provided by a third party, eClinicalDirect, LLC ("eClinicalDirect"), under agreement with eClinicalWorks. eClinicalDirect is a participant in the Direct Project, through which Direct Messaging is coordinated. Capitalized terms not defined herein have the meaning generally ascribed to those terms within the Direct Project context.

eClinicalWorks offers HISP services through eClinicalDirect HISP. Organization level certificate (LOA3) will be created for each eCW database through third party vendor (DigiCert) after a Trusted Agent (TA) vetting process. The organization level certificate will be linked to all provider direct addresses within the database. The TA will be responsible for gathering, verifying, reporting and maintaining the documents for every provider linked to that certificate. Trusted Agents are representatives of customer organizations to assist in collecting, verifying, reporting and maintaining the documentation necessary to issue Direct Certificates. Before a representative can act as a trusted agent, the representative must first verify their identity with DigiCert in accordance with DT LOA3 and FBCA Medium or Basic, depending on the HISP. The representative then executes an agreement that appoints them as an agent of DigiCert for the purposes of collecting documentation, verifying identities, and maintaining identity information.

eClinicalDirect will enable physicians using eClinicalWorks EMR software to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP in the DirectTrust (Accredited/Transitional) Bundle. eClinicalDirect will provide the HISP Service according to NHIN Direct specifications, including use of the "Direct Standard" to send encrypted health information directly to known, trusted recipients. eClinicalDirect will provide (a) approved Direct e-mail addresses and (b) services to process Direct-compliant messages to and from Direct e-mail addresses, each of which is bound to a Direct-compliant X.509 digital certificate. The Direct Organization level certificates bound to a Direct e-mail address by the CA will be issued pursuant to the identity proofing requirements of DirectTrust Certificate Policy.

Neither eClinicalWorks nor eClinicalDirect is responsible for the misuse of the Direct account(s) used by Customer or its providers. Customer is responsible for notifying eClinicalWorks in case of any breach of the Direct mail account(s) and for verifying the identities of all providers and retaining all documentation of such verification as required by law.

The Customer may choose to send messages outside the DirectTrust bundle, and if so, the Customer, subject to any agreement that it may reach with any vendors to facilitate such communications, bears sole responsibility for any and all such communications. Therefore, eClinicalWorks shall not be liable for any of such communications.

Customer further agrees that all services rendered under this Addendum are exclusively provided under and subject to the terms and conditions of the Master Agreement between eClinicalWorks and Customer, including but not limited to all matters related to payment, scope of work, and limitation of liability. Customer acknowledges and agrees that it is not an incidental or an intended third-party beneficiary under any agreement between eClinicalWorks and eClinicalDirect.

Customer agrees that it alone is obligated to maintain any and all documentation required by applicable laws and regulations concerning Direct-compliant messages and any other information transferred under the On-Going Subscription. Further, eClinicalWorks is not obligated to maintain information about Direct-compliant

messages and any other information transferred under the On-Going Subscription except as specifically required by applicable laws and regulations.

eClinicalWorks

STATEMENT OF WORK



eClinicalWorks eClinicalWorks

Two Technology Drive
Westborough, MA 01581

Confidential

1. 1.0 Description of Work to be performed by eClinicalWorks

1.1 Scope

eClinicalWorks will implement eClinicalWorks EMR&PM Plus Package:

- eClinicalWorks EMR
- Patient Portal
- eClinicalMobile
- eClinicalWorks P2P
- eClinicalMessenger
- eClinicalWorks PM
- eClinicalWorks Scribe for iPad, iPhones, Android and Window platform
- eClinicalTouch (iPad App for eClinicalWorks)
- Mobile clinical speech recognition by Nuance for iPad, iPhone & Android phones
- PQRS Registry
- healow Kiosk
- Intelligent Medical Objects (IMO)
- Patient Education

Additional options may be implemented based on the items selected by Customer in the agreement.

1.2 Project Approach Overview

The eClinicalWorks EMR/PM implementation project is divided into four (4) distinct phases:

- Phase 1: Initiation
- Phase 2: Planning
- Phase 3: Execution
- Phase 4: Measurement and Feedback

Phase 1: This phase consists of:

- **Discovery Call** - Introduce Project Manager & Project Director, basic review of the contract; introduce key players involved from the customer side, review availability for an onsite Kick Off Call
 - Preliminary discussions regarding the type, format, content, and timing of documentation deliverables
 - Communication methods, timing, format, content, and contributors
 - Staffing plan development – eClinicalWorks and the client team
- **Implementation Guides** and documentation are submitted to the client
 - Send the eClinicalWorks Implementation Guide via e-mail
 - eCW hardware requirements document, Practice Pre-Assessment Spreadsheet, and credit card payment form
 - Send Data Migration Request Form to client

Phase 2: This phase consists of:

- **Project Kick-Off**
 - Kick off meeting performed with eCW Project Manager/Project Director
 - He / She will help the customer make choices with corresponding project milestones as part of the implementation timeline
- **Billing Discovery Call**
 - Conducted by the eCW Enterprise Billing Implementation Specialist (EBIS)
 - During this call, your CBO/Billing Manager or CFO will answer a series of questions to inform eClinicalWorks about your billing/revenue cycle processes
- **Technical Kick-Off Call**
 - Technical kick off call conducted with both IT teams involved in the design/architecture of the solution

- Based on whether you have chosen to go with eCW Cloud Solution or host eCW locally in your datacenter, this call with an eCW Technical Architect (TA) and your IT team will focus on answering questions regarding the hardware and network requirements when it comes to deploying eCW within your organization
- **Interface Kick-Off Call**
 - Interface kick off call conducted with eCW, customer, and 3rd Party Vendor teams for interfaces listed on the agreement.
 - The eCW Interface Project Manager (IPM) will lead this call and will focus on reviewing integration.
- **Data Migration Call**
 - Data migration kick off call conducted with an eCW Data Migration Engineer and designated representatives from the client's Project Team
 - This call will focus on identifying what data elements need to be migrated and how the data will be provided.
- **Workflow Analysis Team**
 - Introduce EHR Implementation Specialist (EIS)/Business Analyst (BA) for workflow analysis and system build items.

Phase 3: This phase consists of:

- **Workflow Analysis & System Build:** Performed by client staff under the guidance of the Business Analyst.
- **Production Environment and Non-Production Environment (if applicable) Setup:** Performed jointly by the eClinicalWorks IT Team and Technical Architect (TA) and the client's IT Team
- **Data Migration:** Performed by the eClinicalWorks Data Migration Analyst once the data is received by eClinicalWorks in .CSV format. eClinicalWorks Data Migration Analyst will be working in close coordination with the client's Data Migration representative on the Project Team. In order to complete the Data Migration, Customer provide the data in .CSV format. Customer acknowledges and agrees that eClinicalWorks cannot complete the data migration without the data. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to any services of any third party vendor. Customer understands that the timeframe for completion of the data migration is contingent upon the availability of the data in .CSV format. If the scope of the migration changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any elements not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.
- **Billing Setup and Enrollment:** Performed by the client's billing team under the guidance of eClinicalWorks Enterprise Billing Implementation Specialist (EBIS).
- **Interfaces/Interoperability:** Performed jointly by the eCW Interoperability Project Manager (IPM), assigned eCW Interface Analysts, and designated representatives from the client's Project Team and 3rd party vendor. In order to complete the Interface, Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the Interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the Interface without the necessary assistance and support from Vendor. In addition, third party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third party vendor software or otherwise with respect to any obligations of Vendor or any third party vendor. Customer also understands that the timeframe for completion of the Interface is contingent upon both the availability of eClinicalWorks and Vendor and scope of the Interface. If Vendor is unable or unwilling to support the Interface based on eClinicalWorks specifications, then the Interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with

respect to the Interface or its completion. If the scope of the Interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any interface not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.

- **Training:** Delivered by certified eClinicalWorks Trainers to system users at Customer location. Customer is responsible for providing a location for the training, all hardware at the Customer location and ensuring the Customers Providers and staff attend the training.
- **Support Strategy:** Discussions between the eCW Project Manager and the client's Project Manager

Phase 4: This phase consists of:

- **Post Go Live:** Knowledge transfer and transition to eCW Support
- **Business Development:** Introduction of eCW Business Development Manager

1.3 Project Definition and Planning

Based on the data gathering/discovery that occurred during Project Phases 1 and 2 activities and deliverables and activities are as follows:

eClinicalWorks and the Client

- Formalize status reports and communication methods between team members, steering committee, and management
- Finalize eCW and client staffing requirements, roles, responsibilities, and escalation paths

eClinicalWorks:

Staffing Plan: Provide the final staffing plan that is updated to describe all management, supervisory and key personnel assigned by eCW to manage, supervise, and monitor eCW's execution of the project within each phase of work. The Plan will identify individuals assigned to each major Phase and their key role on the project, specifying the lead individuals as applicable. The Staffing Plan will delineate the personnel responsible for monitoring and managing the project contract and will establish the executive escalation path for the engagement

Implementation Plan: Provide a comprehensive plan that aggregates information required for Customer to understand eCW's intended approach to manage the EHR Project from a software implementation, activation, and workflow optimization perspective. This plan is the top-level plan developed and used by eCW and the client's Project Team to direct the EHR implementation effort. Although the solution is a configurable COTS solution, it is also understood that in order to meet specific requirements, product customization may be necessary.

- **Final Timeline and Schedule:** Develop the baseline timeline and project schedule for review and acceptance by the client. The following items shall be addressed in this document:
 - Detailed description of all activities to be performed by eCW and the client, including task and sub-task activities, the responsible party for each (as per the Staffing Plan), activity location (onsite or offsite), and start and completion dates for these items.
 - Capability to and work breakdown structure (WBS) views.
 - The project schedule will be baselined upon acceptance and the work plan and schedule will be updated monthly thereafter.
- **Change Management:** Customer and eClinicalWorks must mutually agree to any change or correction that modifies scope, deliverables, timeframes, or resource allocations through an addendum or work order. Any modifications in fees will identified on the addendum or work order.
- **Training Plan:** Develop a staff training plan and schedule and engage in iterative discussions with the client's Project Team to reach mutual agreement on a training plan that will ensure preparedness for EHR system activation and ongoing operation.

- **Configuration Management:** Develop a Configuration Management Plan which will incorporate a set of documents, tools, and processes to be used to deliver and organize details about the EHR/PM system as mutually agreed. The Plan will ensure that design specifications are traceable to requirements, that change is controlled and documented, that system interfaces are defined and understood, and that the product and its supporting documentation are consistent.
- **Local Infrastructure:** Customer is responsible for hardware and network at Client's location. eCW will provide hardware specifications. This document will identify the detailed specifics (components, configurations, versions, quantities, connectivity, bandwidth, etc.) of all hardware, software, and network components that are required for the EHR deployment within the client's processing environments.
- **Interoperability Plan:** Document the requirements and specifications necessary for interfacing with those systems identified by the client during the Interoperability Call. The plan will describe eCW's approach to interface discovery, design, initial and final data migration, installation, testing, deployment, quality assurance, and ongoing maintenance requirements. This plan will include a summary of roles and responsibilities for both eCW and the client's staff. The plan will include a high-level analysis to identify potential risks and/or known issues associated with each target interface and a contingency plan to mitigate risks associated with each interface as applicable.
- **Data Migration Plan:** Develop a Data Migration Plan that discusses the connectivity required to extract data (when possible), the data points to be migrated, structured data vs. non-structured data, data evaluation plan, master file spreadsheet, data integrity check – responsibilities and timeline, iterative extractions.
- **Disaster Recovery and Business Continuity:** Customer is responsible for Disaster Recovery. eCW will provide guidance and recommendations for business continuity planning for the client's IT team.

1.4 Analysis and Design

- **Workflow Analysis, Requirements Gap Analysis, and System Build:**
 - An analysis will be performed by the eCW Business Analyst who will work with the client to review the workflows. These will be the driving factors that will help determine the database setup.
 - The Business Analyst will help guide with the practice administrators to set up the structure in the system.
 - Provide customer with an electronic version of the finalized end users training agendas, schedules, and customer workbooks and perform knowledge transfer to onsite Trainers for end user training.
 - Work with Customer and define their pre & post implementation phase approach and their adoption vision including risk and issue identification, mitigation and resolution.

1.5 Execution

- **Production and Non-Production environment Setup:**
 - Customer to acquire the necessary Hardware for eCW Production and Non-Production (optional) environments based on eClinicalWorks Specifications.
 - Customer IT and eCW Installer to conduct Network Check from various sites to verify connectivity requirements are met.
 - Customer IT to procure, test, deploy, and train users on end user hardware (per eCW technical requirements/recommendations).
 - Customer IT and eCW installer to perform Per-Install and Installation of eCW Software components.
- **Data Migration:**

- Customer to provide completed Data Migration Request Form (DMRF) identifying items that need to be migration from legacy system(s)
 - eCW to extract OR Customer IT to provide data that needs to be migrated
 - Conduct initial system setup with the customer's involvement and using the System Setup Spreadsheet (SSS) template
 - Perform Initial/Test Migration and provide exceptions via Data Evaluation Plan (DEP)
 - Receive Initial/Test Migration and DEP signoff from customer and proceed with Final data extraction
 - Perform Final Migration and receive signoff from customer
- **Billing Setup and Enrollment:**
 - EBIS guides the Customers Billing team to complete System and Billing Setup
 - Gap Analysis of various generic and custom billing workflows for major payers
 - Enrollment process with EDI specialist and customer billing team to ensure necessary enrollment paperwork (Claims, ERA, Patient Statements) is executed with selected Clearing House for necessary Payers
 - Customer must contract directly with one of eClinicalWorks preferred clearinghouses. EDI team to work with Clearing House and customer billing team on Claims testing and downloading reports prior to scheduled Go Live date
- **Interfaces/Interoperability:**
 - Scope document created and signed off by all parties for the interfaces accepted in the agreement. Additional interfaces must be mutually agreed to and additional fees will apply.
 - IPM coordinates hardware design, installation, and testing on interfaces on Non-Prod environment with customer and 3rd party vendor
 - End user acceptance testing performed by customer w/ 3rd party vendor and eCW and signoff received
 - Move interface to Production environment, conduct final testing and provide signoff
- **Training:**
 - Communicate with the client's Project Team regarding the training schedules, agenda, and Go Live strategy.
 - End user Training sessions (classroom based hand-on style)
 - Trainers onsite for Go Live coverage and hand holding (Multiple weeks recommended)
- **Support Strategy**
 - Support Account Manager (SAM) Introduction and Support Kickoff Call (SKOC) conducted
 - Helpdesk established, support protocols agreed upon

1.6 Test Management

If Customer selects to accept the test environment option, eClinicalWorks' will notify client that eCW once the installation of software is installed on the test environment and that the application software is ready for testing. The client shall begin testing the application in a test environment using the workflows defined by the Business Analyst.

1.7 Test Execution

- Interface Testing - eCW will document successful completion of testing for interfaces outlined in the agreement for the EMR/PM solution.
- Claims Testing - eCW will document completion of validation testing sufficient to demonstrate accurate and complete claims processing capability prior to PM system activation.

1.8 Training

Prepare user training and define post- go live maintenance and operations staffing model including delivery of the following:

- **User Training Curricula:** eCW will provide the client with an electronic copy of all user training materials for which eCW training services have been purchased to support the EHR implementation.
- **System Maintenance & Operations Staffing Plan:** eCW will provide a written plan describing the recommended skills, roles (positions) and staffing levels needed to satisfy ongoing maintenance and operations support requirements for the implementation at application, interface, desktop, and network levels.
- **Deliver On-site Training:** eCW certified trainers, will provide training to the end users. Customer is responsible for ensuring users attend the training and for any hardware at Customer location.

Role	Organization	Training Responsibilities
Project Manager and Business Analyst	eClinicalWorks	<ul style="list-style-type: none"> • Develop the training team • Determine training strategy and timeline • Determine proficiency process and propose to client for follow-up training • Develop training outline, materials, and curriculum, specific to each role for all EMR training • Schedule, organize, and deliver onsite support during go-live • Communicate to end users and facilitate ongoing training support
Project Manager	Client	<ul style="list-style-type: none"> • Identify individuals to attend specific training sessions • Arrange for back-up staffing for those individuals who will be attending training • Free staff members schedules, including providers, for the full training required
Super Users	Client	<ul style="list-style-type: none"> • Identify items for system build for EMR and PM aspects of the application • Complete system build with inputs from practice end users by training dates
Lead Trainer /Business Analyst	eClinicalWorks	<ul style="list-style-type: none"> • Define training requirements that are unique to the practice • Work with the practice(s) to make adjustments to the training agenda • Coordinate training-related decisions with the eCW and client Project Managers prior to and during training. • Plan Go Live with project managers and Super Users at the practice(s)
Assistant Trainer(s)	eClinicalWorks	<ul style="list-style-type: none"> • Work with the Training Lead to provide comprehensive training to all identified users at the practice

1.9 Transition and Go Live

The eClinicalWorks *Go Live* process is the culmination of weeks, if not months, of planning done by the practice or group in anticipation of implementing an Electronic Medical Record/Practice Management system. The eClinicalWorks Implementation Team also carefully plans the Go Live strategy and timeline of events for each customer from both the practice and the eCW perspective. The planning phase of the EMR project provides an opportunity for the practice to map out its entire operation. This is the time for system users to identify the strengths and

weaknesses in the practice workflow and evaluate how the EMR/PM system can streamline or eliminate processes that are inefficient.

Although there are many project phases involved in an EMR/PM implementation, the training phase of the project leads directly to Go Live in an eClinicalWorks implementation. On-site trainers work with users and real data to simulate the actual working conditions that will exist at the time of Go Live, albeit without the pressure of a full patient schedule.

When training is completed, typically at the end of a business week, final data migration occurs. This ensures that clean and up to date data is available to the practice. Weekend services may be added if mutually agreed to for additional fees.

eClinicalWorks recommends a reduced patient load and longer appointment times (approx. 15 min. per encounter extra) for the week of training per the Business Analysis plan and the first several weeks after Go Live to accommodate the learning curve of users. Note that these strategies for ensuring a smooth Go Live and transition to the eCW solution require planning ahead when booking appointments for the anticipated Go Live date and for several weeks following Go Live.

Additional issues regarding the training and Go Live period that will impact the success of the transition to the EMR/PM system include:

- Staff lack of basic computer skills
- Staff lack of familiarity with new workstation equipment: desktop computers, tablet PCs, printers, fax machines, scanners, etc.
- No Internet Access
- No email
- No MS Excel and/or MS Word
- No knowledge of usernames/passwords for server (for data migration purposes)
- Lack of dedication to the training
- Resistance to technology and change

eClinicalWorks recommends that these issues be acknowledged and addressed within the practice early in the implementation process. eClinicalWorks provides extensive project management, on-site training, electronic documentation, and on-line support leading up to, during, and post Go Live. However, it is incumbent upon the practice to provide adequate internal resources in the form of a dedicated Project Manager, IT expertise, and super user(s) in the practice who can provide advice and moral support during the critical adoption period. Management should continually assess the staff's level of competency or frustration, monitor productivity, and re-evaluate workflows in relation to the EMR/PM in a production environment.

Transition: The eClinicalWorks Project Manager does a knowledge transfer to an assigned Strategic Account Manager (SAM) as the date for Go Live approaches. The Project Manager, Strategic Account Manager, trainers, and the entire eCW Project Team are available during all phases of the project to lend assistance, escalate and resolve questions or issues, and provide guidance based on knowledge gained from their experience with many implementations. The SAM is the main point of contact for the practice as they become comfortable with eClinicalWorks or need additional assistance prior to the transitioned to standard eCW Support. The SAM is the practice's point of contact for escalations, administrative questions, at the time of Go Live.

2. 2.0 Milestones and Approval Criteria

2.1 Introduction

Highlights of a typical enterprise implementation of eClinicalWorks are provided below. After the customer signs the contract with eClinicalWorks, the Implementation Team begins the process.

These milestones and schedule are to be customized and mutually agreed to.

Responsibility	Task
eCW	Send client the final contract
Client	Return executed contract to eCW
eCW	Schedule Kick-Off Call and send Welcome Pak via email
Client	Return Section 3 of the Welcome Pack to eCW – Practice information and checklist
eCW and Client	Perform Billing Discovery Call
EHR Implementation Specialist (EIS)	Begin workflow discovery, documentation of current state workflows and determination of future state workflows.
eCW and Client	Start enrollment processes with the clearinghouse
eCW	Begin data migration processes
eCW and Client	Review hardware requirements and specifications and network requirements
Client	Send final hardware procurement/network arrangements to eCW for review – Section IV of the Welcome Pak – IT Information and Checklist
eCW	Review client's hardware/network plan for compliance with eCW specifications
Client	Install network and required hardware
eCW and Client	Network Check
eCW and Client	Application Configuration with Installation of the eCW software
eCW and Client	On-site training and Go Live
eCW and Client	Mandatory Billing follow-up training
eCW and Client	Interface implementations, test, and training

2.2 Milestones and Critical Milestones

	WEEK
Initiation	
Kick Off Meeting	
Planning and Execution	
Billing Discovery Call	
Interface Discovery Call	
Technical Discovery Call	
 Business Analysis	
Practice Management Workflow Discovery	
EHR Workflow Discovery	
Pre-training as chosen by client	
eCW 101 Training	
Test environment set-up	
Cloud Server Set Up	
Production environment set-up (eCW hosted)	
Network Check	
Installation Check	
Cloud Server Set Up	

	WEEK
Application installation on client machines	
Fax server configuration & testing	
Clearinghouse Configuration	
Data Migration	
Data Migration Discovery	
Data Extraction	
Initial Migration	
Final Migration	
Clearinghouse enrollment	
System set-up and build – Billing	
Billing Set Up	
Clearinghouse & claims testing	
Interfaces	
Interface Scoping Discussion	
Interface acceptance/signoff	
Training	
Front Office Training - Registration, Appointments, MU documentation, Referrals, Telephone encounters, etc.	
Mid Office Training - Documenting subjective section of PN, Vitals, Communication with front office & providers, recording in office labs/imaging	
Provider Training - Access to schedule and status of patients, reviewing past labs and imaging results, documenting progress notes, Alerts/recalls/letters, outgoing referrals, flowsheets, order sets, templates, customization	
Administrative Training - Admin section of the system, user logs, security rights, hard reset password	
Billing Training - Claims Creation, Batch processing & submission, printing HCFA, clearinghouse reports, payment posting, patient statements, refunds, collections, etc.	
Support Strategy	
Post-Go Live	
Post Go Live & Support	
Front Office & mid office go live	
Provider go live	
Measurement and Feedback	
Post go live optimization	

Note that many of the activities listed above are occurring simultaneously.

2.3 Document Deliverable Acceptance Process

Document Deliverables:

- eCW Hardware Specifications
- Implementation Guide (Welcome Pak)
- Staffing Plan
- Implementation Plan
- Project timeline/schedule
- Training Plan to include electronic training agendas, schedule, workbooks.
- Interoperability Plan
- Data Migration Plan

- Configuration Management Plan
- Technical Design Documentation

Acceptance Process:

Project executive team members and key stakeholders will agree at the project planning stage on formal project processes and major deliverable acceptance criteria that will be used to evaluate final deliverable results before the results are formally approved.

2.4 Process for Post-approval Updates to Deliverable Documents

The deliverable documents will be maintained by the eClinicalWorks Project Team to reflect the most current status of each.

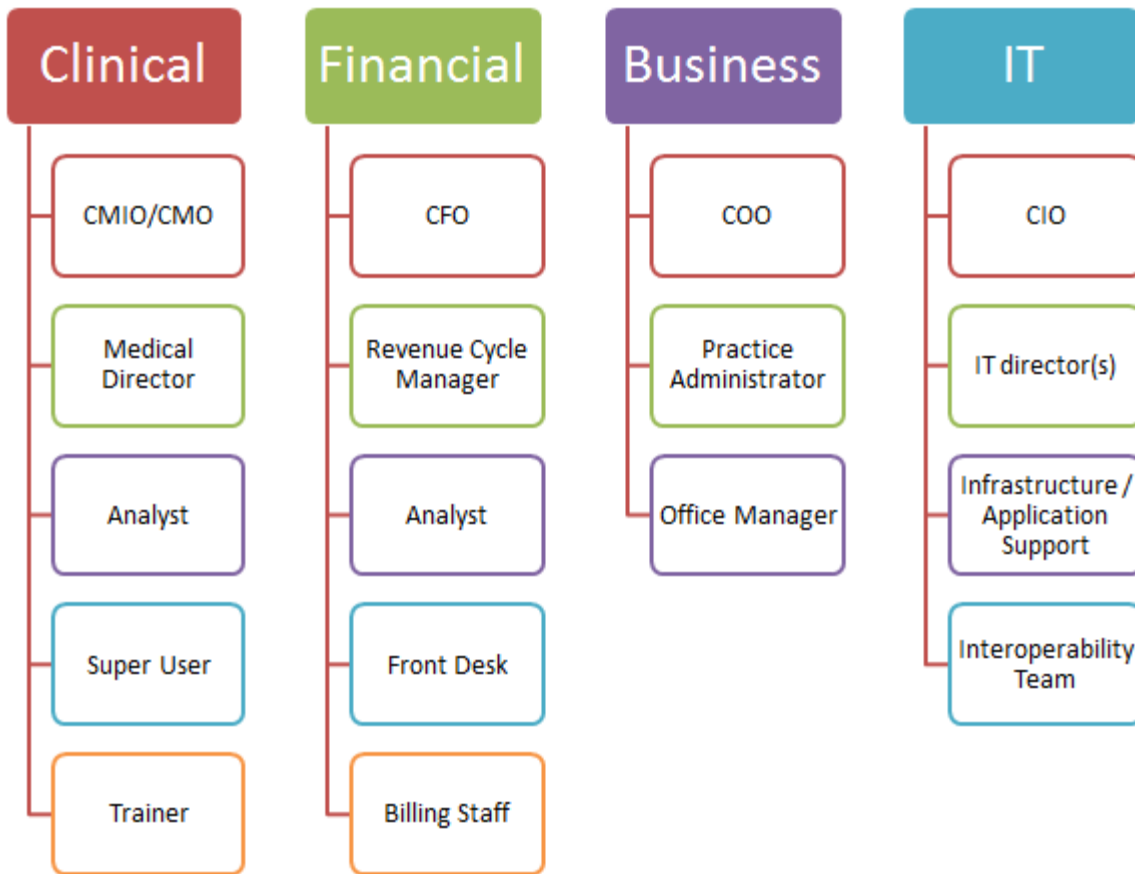
3. 3.0 Program Management and Governance

3.1 Introduction

CLIENT: Ownership and Responsibilities

- Steering Committee
- Project Lead
 - Super Users
 - Business Intelligence
 - IT and Network
 - Integration
 - Billing and Finance

CLIENT: Define Governance Structure – to be customized to reflect client’s organization and team structure for this project



eClinicalWorks: Ownership and Responsibilities:

- Project Manager
- Integration Project Manager
- Business Analyst
- Trainers (Clinical and billing)
- Technical resources
- Data Migration Programmers
- Enterprise Billing Implementation Specialist (EBIS)
- Healthcare Business Intelligence (HBI)
- Strategic Account Manager(s) (SAM)

3.2 Project Management Process

The eClinicalWorks Project Management Process:

Initiate

- Initiate the project with clearly defined goals and objectives
- Define the client's governance structure and project team
- Define the eCW Project Team
- Define the eClinicalWorks Project Team's relationship with the client's designated Project Team and accountabilities for each team's members
- Describe preferred communication approaches between the two teams
- Define technical and management strategies and methods to be employed to ensure completion of the project plan in accordance with contract requirements
- Understand and document infrastructure requirements
- Explore concrete approaches that can be used to promote system acceptance and long-term adoption by users and stakeholders
- Define content and workflow needs
- Define Interoperability needs
- Discuss the development of a communication portal for use by the Project Teams to facilitate timely communication



Plan

- Plan the launch and obtain user buy-in
- Perform site analyses to understand the various workflow requirements
- Perform enterprise inventory analysis to determine workstation and peripheral hardware needs based on eCW hardware specifications
- Check connectivity
- Develop the data migration strategy
- Determine and document the interoperability requirements and develop the interoperability plan
- Plan for additional assistance, staff augmentation.
- Understand and document reporting requirements
- Plan the deployment strategy – big bang, phased, hybrid
- Support Strategy – Internal Help Desk, eCW Support, eCW's Account Management model

Execute

- Deployment – hardware, software, system build
- End user training
- Go Live – on-site user training, engage eCW Support Resources

Measure

- Review the execution phase: operational, financial, Meaningful Use, adoption, quality
- Measure progress toward goals using eBO reporting

Feedback

- Listen – provider user groups – weekly and/or monthly
- Support – provider/user appreciation events
- Tracking and trending for Meaningful Use – MAQ Dashboards
- User adoption of the technology – KPIs, site assessments, site review for technology optimization

3.3 Resource Management

eClinicalWorks resources are assigned based on the size and scope of the project, the integration requirements, the data migration needs, the reporting requirements, number of staff members to be trained. eClinicalWorks resources are managed by the eClinicalWorks Project Director and Project Manager in accordance with established responsibilities and timelines that are developed jointly between eClinicalWorks and the client.

Client resources will be assigned and managed by the client's Project Manager to support established responsibilities for task completion as needed to support the project schedule and implementation activities.

3.4 Define Roles and Responsibilities

eClinicalWorks Project Team

- **Project Manager** - the client's main point of contact throughout the implementation; ensures that all tasks are completed; ensures that deadlines are met; ensures that all deliverables are delivered to the client on time and of excellent quality; liaison between the eCW Project Director and the eCW Project Team and client project team members.
- **Integration Project Manager (IPM)** – responsible for understanding of the client's interoperability requirements; communicates requirements to appropriate Interoperability Analysts assigned to the project; monitors status of interfaces and interoperability solutions to be implemented; liaison between client interoperability specialists/team members and eCW's Project Manager and Project Director.
- **Business Analyst (BA)** – assists with workflow evaluation, gap analysis, and workflow redesign; creates documentation for the Trainers to facilitate training on workflows and system optimization in the client's setting.
- **Trainers (clinical and billing)** – trains system users on use of the EMR/PM application in a classroom setting. Workbook, user guides, will be provided electronically.
- **Data migration programmers** – develop a data migration plan and programming tools needed to successfully migrate the client's data from a legacy system to eClinicalWorks.
- **Enterprise Billing Implementation Specialist (EBIS)** – provide guidance with system billing set up, configuration, and training on specific workflows, sophisticated billing features to support an enterprise billing environment.

- **EBO Consultant or Healthcare Business Intelligence (HBI)** – responsible for guiding the client to design customized reports per client specification.
- **Strategic Account Manager(s)** – responsible for client support post Go Live; the client’s main point of contact at eClinicalWorks for issue escalation and problem resolution.

eClinicalWorks Team Members	Roles & Responsibilities
Project Manager	<ul style="list-style-type: none"> • Ensure a successful implementation of eCW software at customer sites • Conduct kick-off meetings (conference call or onsite at the customer’s location) for customers who have purchased eCW’s software
Data Migration Analyst	<ul style="list-style-type: none"> • Write programs for the conversion of data from client’s current EMR software to eClinicalWorks software • Extract and evaluate data • Liaison with Project Managers for any issues or exceptions during the data migration process
Interface Analyst	<ul style="list-style-type: none"> • Interface development, interface configuration, interface setup, and interface testing • Understand customer interface requirements and propose interfaces to satisfy their business need • Discuss interface workflow with the customer • Understand customer limitations and propose alternatives / workarounds
Technical Architect	<ul style="list-style-type: none"> • Work with clients and internal technical departments to identify business and technical requirements for enterprise eClinicalWorks deployments • Perform network readiness and current state system infrastructure assessments
eCW Software Training Specialist	<ul style="list-style-type: none"> • Provide training to client practices of the eClinicalWorks unified EMR/PM solution
Technical Support Engineer	<ul style="list-style-type: none"> • Respond to all accounts via telephone or the web • Meet service level agreement • Manage relationships with customers • Work with cross-functional teams when required
Strategic Account Manager	<ul style="list-style-type: none"> • Conduct the Support Kick off Call, demonstrating the Customer Support Portal and ensuring that the client is web-enabled • Triage the accounts to the appropriate queues and escalate any outstanding issues • Evaluate the level of software adoption by client practices and arrange for remote trainings, technical assistance or escalations as need be
Business Analyst	<ul style="list-style-type: none"> • Be involved in solving complex work-flow problems considering impacted components from an end-to-end perspective. • Provide processes related to the implementation of system into production state leadership to two or more project managers and help facilitate resolution of major problems encountered by them

Client Team

- **EMR steering committee** – responsible for workflow discovery, remediation plan and future state design, design and creation of practice specific templates, order sets, and system setup items, EMR system championing, meaningful use certification planning, patient portal implementation, etc.

These could be shared resources. Number of FTEs is based on total project timeline e.g., for a 20 week implementation we may need 3-4 FTEs.

- **Project Management** – 1 FTE - The client team's main point of contact throughout the implementation; liaison between the client's project team members and the eCW Project Manager and eCW Project Team
- **Super Users** – client staff members (clinical, administrative, financial). Responsible for assisting with system set-up, individual training and troubleshooting, and ongoing training and user support after Go Live
- **IT staff** – 3-4 FTEs if you host, responsible for establishing network connectivity between the practice and the server infrastructure in accordance with the approved network design; for procuring, installing, and testing local hardware and peripheral devices in accordance with eClinicalWorks Hardware Specifications; and maintaining and trouble-shooting the local workstations, printers, scanners, etc. to isolate hardware issues from software issues
- **Interoperability** – 2-3 FTEs - responsible for assisting the eCW Integration Project Manager and interoperability analysts with the planning, scoping, implementation, and testing of the interoperability and interface solutions
- **Data migration** – 1 FTE – responsible for assisting the eCW Data Migration Analyst with the migration of legacy data to the eClinicalWorks solution; complete the required data migration request forms, work with the legacy vendor as needed to facilitate the migration; review migrated data for integrity; final sign-off on the migration activity
- **Billing discovery and implementation** – 1-2 FTEs – these staff members should be familiar with standard claims creation and billing processes, billing requirements of the practice/group, and desired workflows of the enterprise with relation to claim management; work with the eCW Enterprise Billing Implementation Specialist to configure the billing rules engine, claim edit rules, etc. to support the billing requirements of the enterprise
- **Continued support** – 4-5 FTEs to begin and then can taper off over time – this may include different types of staff members with different credentials – it is recommended that an enterprise have designated staff members on both the clinical and administrative/financial side of the group who have taken “eCW 101” super user class which is available for an additional fee.

Ongoing IT resources for workstation hardware and network support are recommended, either with in-house staff or a third-party resource that is familiar with the environment. If the client hosts the application, additional IT support is recommended that can oversee the server maintenance, disaster recovery and back up, etc.

Client Team Members	Roles & Responsibilities
Steering Committee	<ul style="list-style-type: none"> ○ Provide leadership with team leads and share common goals of improving the quality, safety and efficient delivery of healthcare to the patients ○ To execute decisions on strategy, funding, scope and resource realignment. ○ Approve project charter ○ Understanding of technical barriers/challenges ○ Ensure participation of staff as needed to achieve project goals ○ Provide technical support/resources to achieve project goals
Project Lead	<ul style="list-style-type: none"> ○ Lead the practice on EMR adoption ○ Be responsible for the overall success of the EMR adoption and rollout ○ Communicate and collaborate with eClinicalWorks PM/IM to meet scheduled timelines, milestones, and deliverables ○ Manage expectations with other external vendors ○ Mitigate internal and external risks ○ Work to achieve project milestones
Super Users	<ul style="list-style-type: none"> ○ Attend eCW 101 training ○ Organize and oversee training during Go-Live ○ Train new staff and physicians on an ongoing basis after Go-Live
Integration PM	<ul style="list-style-type: none"> ○ Oversee all Integration aspects of the existing software/s at the client site. ○ Review interface specifications ○ Provide the analytical expertise for application configuration decisions ○ Assist Project Manager in system rollout planning from an integration perspective
Integration PM – Data Migration	<ul style="list-style-type: none"> ○ Oversee all Integration aspects of the legacy software at the client site for migration of data. ○ Responsible for scope analysis and signoff for Migration ○ Drive Data migration discussions and on-going support to meet success criteria and goals
Business Intelligence	<ul style="list-style-type: none"> ○ Work with the Business intelligence team for Reporting requirements both at enterprise level and at site level ○ Be a Query User on Cognos, Report author on Cognos and deliver the on these modalities for the project
Billing and Finance	<ul style="list-style-type: none"> ○ Work with the Business analysis team for Back office operational needs ○ Work with the super users and the Billing implementation specialist (eCW) for system configuration and system build

3.5 Project Management Processes – Risk Management

eClinicalWorks Project Plan will address and discuss major implementation activities and associated risks that have been identified. The Plan identifies risk mitigations strategies that are in place and the implications of the risks being improperly managed.

Additional risks and mitigation strategies specific to the client will be discussed in detail between the eCW Project Manager and the client's Project Manager at the time of the Kick-Off Call and Schedule Development. Appropriate lead times will be built into the Project Master Schedule and steps will be taken to ensure the identified risks are minimized.

Major External and Internal Risks are summarized below and are discussed in more detail in the Risk Management Plan.

External Risks					
Category	Probability	Importance	Risk	Mitigation	Contingency
Infrastructure	High	High	Major network change will affect implementation schedule	Set realistic expectations and deadlines for project completion	Change in project timeline
Upcoming/ Changing facility	Low	High	Move into a new location or changing conditions	Identify dependencies early in the process, e.g. server placements, training locations, etc.	Change in project timeline
Interfaces and external vendor relations	Med	High	External vendor cooperation affecting projects schedule *Offender Mgmt. interface critical for Prison system if appropriate	External vendor relations, deliverables, and timelines need to be firmly defined and adhered to	Change in project timeline
Outside IT Resources	High	High	Outside IT resource bringing in unnecessary project stoppage	Outside IT resource role and responsibility clearly defined	Change in project timeline. Recruit new IT
Special Needs for Data Migration	Low	High	Data hosted difficult to retrieve or vendor charging exorbitant rates	The practice needs to place a firm stand on their data and escalate the issue to the highest authorities at the Vendor organization	Change in project timeline. Get data from reports
Other Project dependencies	Low	High	Any other major software project implementation might affect EHR implementation, e.g. legacy system upgrade, new centralized CPOE	Set realistic expectations and deadlines for project completion. Identify dependencies early in the project	Change in project timeline. Delay other project(s).

Internal Risks					
Category	Probability	Importance	Risk	Mitigation	Contingency
Schedule	Med	High	Development Items not being delivered by timeline	Break project into different sections and ensure schedule is met	Use existing Product
Communication	Low	High	Practice not spending adequate time on project	Ensure requirements gathered are documented for new personnel	Develop a new personnel plan for internal communication
Resource Availability	Med	High	Enough Resources not available due to the changing timelines	Set Resource schedule as early as possible	Change training dates
Hardware Skills	Med	High	Staff assigned to project do not have the required skills	Communicate and discuss specifications and use of all equipment	Get new personnel assigned to the project or outsource
Support Staff	Med	Med	Not enough staff to support sites going live	Plan a superuser for each site	Hire qualified support staff
Staff Availability	Med	Med	User cannot provide time for training	Communicate no. of hours and training schedule early to users	Plan further training
Dedicated IT Resource	Med	High	IT resource not available from the Practice side	Plan for a dedicated IT resource for the Network Infrastructure	Hire qualified IT staff/Personnel or outsource
Hardware / Network / Infrastructure Procurement & Installation	Med	High	Hardware, network, and/or infrastructure not in place on time	Plan the hardware procurement and infrastructure set up and test well in advance of the implementation	Hire qualified IT staff/Personnel or outsource
Changes to the Scope of the Project	Med	High	Changes to the agreed upon solutions	Communicate well before in time for the changes	Follow the change management process
Meaningful Use of the EMR	Med	High	Eligible Providers not using the Meaningful Use features at all or are using them incorrectly	Staff dedication to product training	Utilize all available resources via EMR Vendor, or Regional Extension Center (as appropriate) to obtain training Have a well-trained Super User in the practice

3.6 Communication and Escalation Management

A Communication Plan will be developed by the eCW Project Manager after the initial Kick-Off Call. This will document the decisions made regarding the type, content, format, schedule, and participants in regularly scheduled meetings throughout the life of the engagement. Ad hoc meetings will be held as needed.

Standard communication methods will be employed: MS Project Exchange Server, telephone, email, GoToMeeting, Customer Support Portal, and the Enterprise Customer Relationship Portal, and on-site meetings.

Issues that arise during the time frames described above should be escalated according to a pre-determined "chain of command" according to standard business practice; the eCW Project Manager is the first point of contact for any problems or concerns that arise. The Project Manager will assemble the resources necessary to resolve the issue, whether those resources are within the assigned implementation team. If, after working with the eCW Implementation Team, the client's Project Manager does not feel the issues are being resolved appropriately, they can raise their concerns to the Director of Project Management.

3.7 Project Plan Maintenance

The eClinicalWorks Project Manager is responsible for the maintenance of all Project Plans and documentation.

Changes that materially impact the master project schedule require advance approval by all stakeholders and will be processed in accordance with an addendum or work order.

3.8 Project Tools

eClinicalWorks uses the following electronic methods of communication with clients during the implementation of the eClinicalWorks solution:

- Enterprise Customer Relationship Portal (see details below)
- Microsoft Project Exchange Server
- CRM software such as Salesforce.com and proprietary CRM tool that links to the Customer Support Portal
- GoToMeeting
- Teleconference
- email
- Telephone and cellular phone
- eCW Customer Support Portal

Customer Relationship Portal

eClinicalWorks uses cloud computing architecture to offer its customers a secure Web Portal for one-stop access to various business critical tools and services which are utilized during the entire implementation and on-going post implementation phases of the project. The Portal lets the customer come closer to the resources at eCW that they work with every day. This access helps the client to achieve a quality implementation and well- managed support services. Every client user can be given access to the Portal to perform their respective tasks during each of the project phases.

Below are some of the key value added services offered through this Portal:

- Documents, Manuals, Release Notes and Video Downloads
- Project Management
- Tasks and Process Tracking
- Timeline & Resource Management
- Helpdesk Services
- Ticket Creation and Tracking
- Access to documentation, videos, sign-up for webinars, etc.
- Live Chat
- Case Studies
- Project Dashboard
- Services
- Support
- Add-on Features and Product Offerings
- Account and License Management

3.9 Document Management

The eClinicalWorks Project Manager is responsible for ensuring that all deliverable documents are submitted in accordance with a pre-determined schedule, contain the required data elements, and are approved by the appropriate representative(s) of the client's Project Team.

Once approved, the documentation is baselined. Changes will be made by eCW to ensure that each deliverable is updated monthly to reflect the most current project status. Changes that impact the project schedule, budget, and/or staffing are subject to Change Control procedures and require the designated levels of approval prior to implementation.

3.10 Organizational Alignment

Organizational Alignment: A strong vision for the project requires goals that are aligned throughout the enterprise. Areas to consider include:

CLINICAL GOALS

- Clinical documentation
- Provider adoption and system optimization
- Patient engagement
- Clinical data flow
- Meaningful Use

FINANCIAL GOALS

- Reduce days in Accounts Receivable
- Improve claim rejection rate
- Collect patient co-payments

BUSINESS GOALS

- Office efficiency
- Patient satisfaction
- Growth strategies based on EMR adoption and utilization

INFORMATION TECHNOLOGY GOALS

- End user experience

3.11 Methods and Procedures Manual

At the time of the Project Kick-Off, an eClinicalWorks Implementation Guide is provided to the client. This document describes in detail the eCW implementation process, roles, responsibilities, infrastructure and networking requirements.

The client will be provided with training guides, workflow documentation, and workbooks developed by the Business Analyst. Additional user guides are located at the Customer Support Portal and can be downloaded and printed on demand. Technical manuals and user guides for all eCW products are also located at the Customer Support Portal. Documents will be provided electronically. Customer is responsible for any costs associated with printing.

3.12 Change Management

A change management plan will be mutually agreed by Client and eCW to manage any changes to the Master Project Plan and Timeline. Any change in scope will require an addendum or statement of work.

3.13 Travel Policy

All travel will be conducted in accordance with the requirements listed below and the current "Southern Nevada Health District Travel Policy - AP-004 REVISED April 2008." Where conflicts exist or arise between the information below and the Health District's policy, the information contained in this SOW shall prevail. The policy will be made available to eCW by client's PM.

- Onsite meetings on Monday mornings and Friday afternoons should be discouraged due to travel logistics.
- eCW travel on Monday morning and Friday afternoons will be permitted providing it does not impact the quality of the onsite task being performed.
- Flights should be booked at least three (3) weeks in advance of the travel dates whenever possible eClinicalWorks will book 3 weeks in advance however airfare may book anytime prior to travel dates in some circumstances depending on the project demand, requirements and Adhoc requests, and should be lowest cost, direct flight available.
- Lodging and meals reimbursement shall not exceed the per diem rates documented by the US Government Services Administration (<http://www.gsa.gov>)
- Automobile rental shall be authorized as reasonably required. Unless authorized in writing by client prior to travel, no more than one automobile for every three (3) eCW personnel will be reimbursed. An automobile no larger than “midsize” should generally be rented.
- Airport parking (at eCW representative’s home airport) will be reimbursed at actual cost. eCW should make every effort to use long-term economy parking, and should attempt to use public or private transportation instead of economy parking when the long-term rate would exceed that for such transportation.
- Mileage reimbursement to and from the eCW representative’s home airport, and any other allowed private transportation shall be at then prevailing Federal rates.
- Incidentals such as fuel, transportation to and from the hotel, parking shall be reimbursed at actual cost. Incidentals do not include tips.
- The table below summarizes the travel policy for this SOW, and provides other information related to receipts, etc.
- Expense reporting must occur at invoice time and include a summary of the travel expenses, justification, and receipts as required, etc.

Item	Reimbursable Amount	Receipt Required?	Note
Airfare	Cost	Yes	Attempt to book 3 weeks in advance
Lodging	Per Diem	No	Per Health District travel policy
Meals	Per Diem	No	Per Health District travel policy
Automobile	Cost	Yes	Per Health District travel policy
Mileage	Federal Rate	No	Per Federal reimbursement rate
Incidentals/Parking, etc.	Cost	Yes	See above. Keep to a minimum

3.14 Schedule of Deliverables and Milestones

The Schedule of Deliverables and Milestones is available as a separate, supplemental document but is incorporated into and comprises part of this Statement of Work.

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
eCLINICALWORKS

This Business Associate Agreement (“Agreement”) is made and entered into this ___ day of _____, 2017 between the Southern Nevada Health District (“Covered Entity”), and eClinicalWorks, LLC (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

A. Agreements Affected by this Business Associate Agreement

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

Software License and Support Upfront Agreement
For Electronic Medical Records and Practice Management
Between
Southern Nevada Health District and eClinicalWorks
(C1800062)

And

Software License and Support Upfront Agreement
For Employee Health Electronic Medical Records and Practice Management
Between
Southern Nevada Health District and eClinicalWorks
(C1800068)

B. Definitions

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- a) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- b) “Protected Health Information” (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation “Electronic Protected Health Information” as defined below.
- c) “Electronic Protected Health Information” (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- d) “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- e) “Required by Law” has the same meaning as the term “required by law” in 45 CFR § 164.103.
- f) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

C. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- a. To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- b. To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- c. In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- d. All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- e. To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- f. Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- g. Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- h. To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- i. Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed “marketing” under the HIPAA Rules.

D. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- a. To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- b. To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- c. To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- d. To notify Covered Entity upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
 - i. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
 - ii. Business Associate shall provide Covered Entity with all required content of notification known to Business Associate pursuant to 45 CFR § 164.410 and 45 CFR § 164.404 within 15 business days of discovery of the Breach.
- e. For breaches determined to have resulted solely from the Business Associate actions and/or its subcontractors, Business Associate will pay the reasonable costs for any breach notifications required by law. Business Associate agrees to cooperate and collaborate with Covered Entity in mitigating any harmful effect that is known to Business Associate or its subcontractors, if any.
- f. All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery or via U.S. certified mail, postage prepaid thereon to Covered Entity at the address set forth below:

Andrew J. Glass
Director of Administration and Privacy Officer
280 S. Decatur Boulevard
Las Vegas, NV 89107

E. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- a. Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- c. Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.

- d. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

F. SPECIFIC USE AND DISCLOSURES

- a. HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of Covered Entity's PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- b. Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- c. At Covered Entity's Request, Business Associate agrees:
 - iii. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
 - iv. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

G. TERMINATION

- a. Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- b. If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
 - i. Give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
 - ii. Terminate this Agreement and the Service Agreement(s) immediately.
- c. This Agreement shall terminate in the event that the underlying relationship, functions or services that gives rise to the necessity of this Agreement are terminated for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect for applicable statute of limitations periods.
- d. Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
 - i. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
 - ii. Business Associate shall consult with Covered Entity as reasonably necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
 - iii. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

H. MISCELLANEOUS

- a. The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- b. Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.

- c. Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- d. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect shall survive the expiration or termination of this Agreement whether or not expressly stated.
- e. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- f. The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- g. This Agreement will be governed by the laws of the State of Nevada.
- h. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- i. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- j. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- k. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- l. This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
 Name: Andrew J. Glass, FACHE, MS
 Title: Director of Administration

By: _____
 Name:
 Title:

Date: _____

Date: _____

Exhibit F – Schedule of Milestones and Payments

	One-time Fee	Project Management	Installation	Business Analysis	Workflow deliverables	Enterprise Business Optimizer onsite	Enterprise Business Optimizer offsite	Data Migration	Onsite training	Care Planning Consultation	Interfaces	Total
	\$54,500	\$20,000	\$4,000	\$11,250	\$7,500	\$15,000	\$6,000	\$15,000	\$80,000	\$5,000	\$27,000	\$245,250
Phase 1. Initialization												
"One time Fee" (50% due at Agreement signing)	\$27,250											\$27,250
Discovery Call												\$0
Implementation Guides / Documentation		\$2,000										\$2,000
Phase 2. Planning												
Project Kick Off		\$2,000										\$2,000
Billing Discovery Call												\$0
Technical Kick Off Call												\$0
Interface Kick Off Call		\$2,000										\$2,000
Data Migration Call												\$0
HBI Kick Off Call						\$5,000	\$3,000					\$8,000
Workflow Analysis Team Intro												\$0
Staffing Plan												\$0
Implementation Plan												\$0
Configuration Management Plan												\$0

Technical Design Documentation												\$0
Interoperability Plan												\$0
Project timeline/schedule		\$2,000										\$2,000
Phase 3. Execution												
Clearinghouse Enrollment												\$0
Workflow Analysis & System Build												\$0
Practice Management Workflow Discovery				\$4,125								\$4,125
EHR Workflow Discovery				\$4,125								\$4,125
Requirements Gap Analysis				\$3,000								\$3,000
Functional Workflows					\$7,500	\$5,000						\$12,500
												\$0
eCW Hardware Specifications												
eCW Hardware Specifications												\$0
Install software & initial sample data in Test Environment			\$1,000									\$1,000
Install software & initial sample data in Production Environment			\$1,500									\$1,500
Network Check												\$0
Installation Check												\$0
Application installation on client machines												\$0
Fax server configuration & testing												\$0
Clearinghouse Configuration												\$0
Balance of "One time Fee" (50% due at software installation)	\$27,250											\$27,250
eCW 101 Training												
eCW 101 Training												\$0
Data Migration												
Data Migration Discovery								\$2,500				\$2,500
Data Migration Plan								\$5,000				\$5,000
Data Extraction												\$0
Initial Migration								\$2,500				\$2,500
Final Migration		\$2,000						\$5,000				\$7,000
Billing Set Up												
Billing Set Up												\$0

Clearinghouse & claims testing												\$0	
Interface Scoping Discussion for ADT Outbound Interface												\$1,750	\$1,750
Interface acceptance/signoff for ADT Outbound Interface												\$1,750	\$1,750
Interface Scoping Discussion for Laboratory Interface												\$4,250	\$4,250
Interface acceptance/signoff for Laboratory Interface												\$4,250	\$4,250
Interface Scoping Discussion for Radiology Interface												\$2,500	\$2,500
Interface acceptance/signoff for Radiology Interface												\$2,500	\$2,500
General Ledger Module Services												\$10,000	\$10,000
HBI Consultation/Training (EBO Consultation)						\$5,000	\$3,000						\$8,000
Training Plan to include electronic training agendas, schedule, workbooks		\$2,000											\$2,000
Front Office Training		\$2,000							\$20,000				\$22,000
Mid Office Training									\$20,000				\$20,000
Provider Training		\$2,000							\$20,000				\$22,000
Administrative Training									\$20,000				\$20,000
Care Planning Consultation										\$5,000			\$5,000
Billing Training collections													\$0
Support Strategy													\$0
Post Go Live & Support													\$0
Front Office & Mid Office go live		\$2,000											\$2,000
Provider go live		\$2,000	\$1,500										\$3,500
Phase 4. Measurement & Feedback													
Post go live optimization													\$0

NOTE: Implementation steps may not necessarily occur in the order presented above. eClinicalWorks and Customer will mutually agree to dates for the various milestones.

eClinicalWorks

SOFTWARE LICENSE AND SUPPORT UPFRONT AGREEMENT
FOR EMPLOYEE HEALTH ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT
C1800068

Customer Name: Southern Nevada Health District
Customer Address: 280 S. Decatur Boulevard
Las Vegas, NV 89107
Customer Tel/E-Mail: 702.759.0875/glass@snhdmail.org
Contact Name: Andrew J. Glass

Agreement prepared by: Alicia Cusato



eClinicalWorks
2 Technology Drive
Westborough, MA 01581
Phone: 508-836-2700
Fax: 508-836-4466

Practice Details (Practice must have at least 1 Provider. If Customer has only nurses, the first nurse will be considered a Provider)

Number of Providers
 Number of Nurses (not including Nurse Practitioners as they are considered Providers)
 Number of Locations

1
0
1

eClinicalWorks Packages

Please select one option

Key:

- ✓ Included
- Not included

Option 1 _____ Option 2 X _____

Package	EMR & PM	EMR & PM Plus
eClinicalWorks Comprehensive EHR eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboards, ePrescribing and Formulary Checking, Registry Reporting and EBO.	✓	✓
Patient Portal	✓	✓
eClinicalMobile (Smart phone App for IOS or Android)	✓	✓
eClinicalWorks P2P	✓	✓
eClinicalMessenger (per message fee below applies).	✓	✓
Services 24x7 Support included Maintenance included Unlimited Webinars and Videos included	✓	✓
eClinicalWorks PM Practice Management (PM) Software Billing Implementation Service	✓	✓
MIPS Quality Performance Category - Claims Data Submission Mechanism	✓	✓
Added Value Bundle eClinicalWorks Scribe for iPad, iPhones, Android and Window platform eClinicalTouch (iPad App for eClinicalWorks) Mobile clinical speech recognition by Nuance for iPad, iPhone & Android phones MIPS Quality Performance Category EHR/Registry	-	✓
healow Kiosk	-	✓
Intelligent Medical Objects (IMO)	-	✓
Patient Education	-	✓
Pricing		
One Time License Fee	\$5,500	\$5,500
Monthly Fee per Provider**	\$161	\$261 \$236
Monthly Fee per Nurse (not including Nurse Practitioners) (If Customer only has Nurses, then the first Nurse will be considered a Provider)	\$50	\$50

*Applicable for all packages above:

Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume. For the first 0 – 1000 messages per month \$0.15/message and for additional 1000(+) messages per month \$0.10/message.

Tax not included. Sales tax will be charged unless a sales tax exemption form is presented.

Providers may be substituted at no cost. New providers may be added for \$5,500 per provider for the EMR & EBO license plus the per provider monthly rate based on the options selected during the initial term. After the initial term customer may add providers at the then current rate.

Patient Portal, eClinicalMessenger, eClinicalMobile, and eClinicalWorks P2P to be hosted by eClinicalWorks. All hosting for items above to be done by Customer. Customer must sign eClinicalWorks Hosting Agreement Exhibit C.

Implementation

Implementation & Services	Cost	Quantity	Total
Project Management	\$1,000	0 days	\$0.00
Installation	\$1,000	2 days	\$2,000.00
Business Analysis Site Survey	\$1,250	0 days	\$0.00
Business Analysis Workflow Deliverable	\$750	0 days	\$0.00
Onsite Training	\$1,000	0 days	\$0.00
Enterprise Business Optimizer (EBO) Consultation Onsite	\$1,500	0 days	\$0.00
Enterprise Business Optimizer (EBO) Consultation Remote	\$1,200	0 days	\$0.00
Data Migration	\$15,000	0 migration	\$0.00

Total Implementation**

\$2,000

**Airfare is not included and will be billed separately

** The Providers, Nurses and Staff on this database are to be trained at Southern Nevada Health District's main site. If Customer requests separate training additional fees will apply. If additional implementation days/services are required, Customer may add additional days/services at the rates above during the initial term. After the initial term, services may be added at the then current eClinicalWorks rate.

Optional Items

Clearinghouse

<p>ClaimRemedi - \$79 per month per named provider (ClaimRemedi to bill Customer) Includes: Unlimited Batch and Real Time Eligibility, Unlimited Electronic Claims for all payers (Professional, Institutional, Dental), Unlimited Electronic Secondary Claims, Unlimited Electronic Remittance Advice, Unlimited Paper Claims, Real Time Payer Specific Claim Scrubbing, Claim Status, Analytics and Comprehensive Reporting, Dedicated Account Specialist for easy Enrollment and Implementation. Customer must sign agreement with ClaimRemedi if this option is selected.</p>	<p>___Accept</p>
<p>Emdeon: \$79 per month per named provider (Emdeon to bill Customer) Includes unlimited Electronic Claims, unlimited Electronic Remittance Advice (ERA), unlimited Real Time or Batch Patient Insurance Eligibility, unlimited Electronic Secondary Claims, Unlimited Paper Claims, Emdeon VisionSM for Claim Management online report tool, Emdeon ON24/7 web-based support tool, and Premier Enrollment assistance. Customer must sign agreement with Emdeon if this option is selected.</p>	<p>___Accept</p>
<p>Navicare - \$79 per named provider per month (Navicare to bill Customer) Unlimited Eligibility, Unlimited Web-based claims EDI (Professional), Paper Claims, Electronic Secondary claims, Claims Summary Scoreboard (One Tax ID), Clear Scoreboard Function, Customizable Claim Rejection Report, Claim Quick Find, 277 Pass-back, Unlimited Electronic Remittance Advice, ERA Reports, Worry-free implementation and enrollment, Unlimited 3 Ring Client Service"</p>	<p>___Accept</p>
<p>TriZetto Provider Solutions (formerly Gateway EDI) - \$79 per month per provider (TriZetto to bill Customer). Includes: Unlimited Primary and Secondary electronic and paper claims for all payers (including professional, institutional, and dental claims), Unlimited Electronic Remittance Advices (ERA's) for remit payers, Unlimited Integrated Batch and Real Time Eligibility, Unlimited 24/7 Clients Services Support and dedicated eClinicalWorks team, Unlimited access to TriZetto's robust OnLine Reports Library, which includes an array of reports that assure Customer is being paid correctly and on time. Some of TriZetto's reports include Claim File Reconciliation, Safety Net Report, Transaction Summary, Dash Board, Analyze Daily Rejections, 835 Reporting and the Report Card to name but a few.</p>	<p>___Accept</p>

Patient Statement Option

<p>ClaimRemedi - \$.66*** cents for single page letter/statement (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope), \$.15 cents per multiple page and \$0.01 per page of backside printing with variable data (Duplex). Customer to contract with ClaimRemedi. For additional detail please contact ClaimRemedi.</p>	<p>___Accept</p>
<p>Emdeon Expressbill - \$.62*** cents for single page letter/statement (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope), \$.17 cents for per multiple page and \$0.04 per page of backside printing with variable data (Duplex). Customer to contract with Emdeon. For additional detail please contact Emdeon.</p>	<p>___Accept</p>
<p>Navicare - \$.63*** cents for single page letter/statement and \$.16 cents for per multiple page. (includes printing, stuffing and mailing letter/statement with outgoing envelope, postage, inner windowed remit envelope) Minimum \$10 a month. Customer to contract with Navicare. For additional detail please contact Navicare.</p>	<p>___Accept</p>
<p>TriZetto Provider Solutions (formerly Gateway EDI): \$.64*** cents for single page letter/statement (includes printing, stuffing, and mailing letter/statement with an outgoing envelope, postage, and inner windowed remit envelop). Additional page(s) @ \$.16 cents per page (this will be billed monthly). Minimum \$20.00/per month. Customer to contract with TriZetto. For additional detail please contact Trizetto.</p>	<p>___Accept</p>

***Increase in Postage will increase the cost.

eClinicalWorks Population Care Planning

Ongoing fee: \$50 per month per provider
 5 days implementation: \$5,000
 Airfare not included in price above. Airfare will be invoiced separately for onsite services.

eClinicalWorks Population Care Planning

- Customized Care planning
- Ability to create customized goals, objectives, and interventions.
- Ability to create automatic reminders for care plan reviews
- Easy to read care plan summaries for patient
- Group Scheduling
- Group Documentation
- Care Team and Patient Signature capture

___Accept

Interfaces*

ADT Outbound Interface*

- Vendor: Orchard / QS 1 Pharmacy.
- Onetime Fee: \$3,500 per interface
- Annual Maintenance: 18% of the onetime interface fee
- Format: HL7
- Outbound: ADT outbound per eClinicalWorks ADT Outbound Specifications
- Details: One ADT outbound Feed from eClinicalWorks. Customer will use their integration engine to distribute ADT messages to Orchard lab and QS 1 pharmacy

___Accept

Laboratory Interface*

- Vendor: Orchard Lab
- Onetime Fee: \$8,500 per interface
- Annual Maintenance: 18% of the onetime interface fee
- Format: HL7
- Outbound: Orders outbound per eClinicalWorks HL7 Lab Orders Specifications
- Inbound: Results inbound per eClinicalWorks HL7 Lab Results Specifications
- Inbound: DFT inbound per eClinicalWorks DFT Outbound Specifications

___Accept

Radiology Interface*

- Vendor: **TBD**
- Onetime Fee: \$5,000 per interface
- Annual Maintenance: 18% of the onetime interface fee
- Format: HL7
- Outbound: Orders outbound per eClinicalWorks HL7 Lab Orders Specifications
- Inbound: Results inbound per eClinicalWorks HL7 Lab Results Specifications

___Accept

HISP Service: Direct Messaging for Organizational level certificate**

- On-Going Subscription Cost for Organization level certificate
- \$120 per Year per Database

___Accept

HISP Service: Direct Messaging for Provider level certificate**

- On-Going Subscription Cost for Provider level certificate
- \$120 per Year per Provider

___Accept

*In order to complete the Interface, Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the Interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the Interface without the necessary assistance and support from Vendor. In addition, third party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third party vendor software or otherwise with respect to any obligations of Vendor or any third party vendor. Customer also understands that the timeframe for completion of the Interface is contingent upon both the availability of eClinicalWorks and Vendor and scope of the Interface. If Vendor is unable or unwilling to support the Interface based on eClinicalWorks specifications, then the Interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the Interface or its completion. If the scope of the Interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any interface not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.

**Additional terms and conditions apply. Please see Exhibit C HISP Service: Direct Messaging Terms and Conditions

General Ledger Module

- Description: GL Middleware solution -Customizable mapping solution that is used to import GL Account codes that can be used as a lookup for reporting. Used in conjunction with the eBO financial reporting to provide a General Ledger extract that can be imported to third party finance systems.
- Onetime Fee: \$10,000 onetime fee per interface
- Annual Maintenance: \$1,800 per year
- Professional Service Days: 6 days included in the onetime fee above

___Accept

Test/Training environment

\$1000 install fee per environment
Customer to host

___Accept

Inventory Module

\$75 per month per Provider

___Accept

Ryan White Reporting

- Description: eClinicalWorks will provide data elements, through the eBO Query Studio, required for the client report. Customer will be responsible to create the required file format required by CAREWare, which will then need to be uploaded directly to CAREWare. (Ryan White format).
- Annual Fee per Provider: \$750 per Provider per year
- Professional Service Days: \$1,500 per day plus airfare (estimated 3 days)

___Accept

Exhibits

- All references herein to this "Agreement" include the body of this Agreement and the incorporated Exhibits listed below
 Exhibit A – Terms and Conditions
 Exhibit B – eClinicalWorks Hosting Agreement
 Exhibit C – HISP Service: Direct Messaging Terms and Conditions
 Exhibit D – Statement of Work
 Exhibit E – Business Associate Agreement

CONTRACT EXECUTION

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above.

CUSTOMER

eClinicalWorks

By: _____
(Authorized Signature)

(Authorized Signature)

Andrew J. Glass, FACHE, MS _____

(Name - Print or Type)

Southern Nevada Health District _____

eClinicalWorks

Date

Date

EXHIBIT A – Terms and Conditions

Effective Date: Date of last person signing of this agreement

Initial Term: 12 months from Effective Date

This agreement is valid for 90 days from September 22, 2017. If agreement hasn't been signed within 90 days of issuance, please contact Sales at eClinicalWorks for a new agreement.

1. Definitions

- a. "Business Analysis" is a services for new customers which consists of assistance with hardware purchase and set-up recommendations, site survey for assessment of the current clinical environment, recommendations for optimal office set-up to facilitate EMR workflow, redesign of office workflows, plan all aspects of conversion from paper to electronic charts and EMR configuration for security access settings for all user, provider, and facility settings and customized training strategies for all system users in the practice.
- b. "Data Migration" includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab (up to 500,000 records), family history, past medical history, social history and surgical history. Customer is responsible for providing the data in .CSV format. eClinicalWorks will assist in the process if required.
- c. "EBO Consultation" is an implementation service which will include both training and consultation services. This service will help create efficient workflow design in conjunction with other eCW implementation teams in order to maximize productivity and report usage and provide supporting documentation in order to make an easy transition to a robust business intelligence software. Additional days may be added upon customer request at \$1500 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- d. "eClinicalMessenger" is a voice messaging service that enhances communication between the doctor and the patient.
- e. "eClinicalMobile" Functionality available through smart phone: checking schedules, reviewing telephone and web messages, e-prescribing, looking up patient medical records, examining lab results, charge capture at the point of service
- f. "eClinicalTouch" is an iPad app that combines the most-used features of the eClinicalWorks EMR.
- g. "eClinicalWorks P2P" allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), schedule/reserve appointments, share patient demographics and securely communicate with other physicians across city, state and region.
- h. "eClinicalWorks Scribe" is functionality which converts free speech into structured progress notes.
- i. "Electronic Medical Records" or "EMR" includes Front Office, Mid Office and Document Management.
 - i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
 - ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs, diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
 - iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.
- j. "EMR Go-Live" is the ability to document progress notes, generate Rx, order entry, route orders, scan documents, send/receive faxes, generate referral request and generate letters to patients.
- k. "ePrescribing" includes ePrescribing and formulary checking though Surescripts.
- l. "Effective Date" is the date set forth in the beginning of Exhibit A.
- m. "Hosting" means the hosting service that will be provided by eClinicalWorks. Hosting agreement is listed in Exhibit B.

- n. "Initial Term" begins upon the Effective Date and ends 12 months after the Effective Date.
- o. "Installation" is the service where the eClinicalWorks software is being installed on customer's hardware. Additional days may be added upon customer request at \$1000 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- p. "Kiosk" is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.
- q. "Maintenance Fee" includes maintaining and improving the functionality of the Products with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-9 and CPT4) with period upgrades.
- r. "MIPS Dashboards" or "Merit-Based Incentive Payment System Dashboards" are dashboards that provide performance data for participating eligible clinicians (EC) for quality and advancing care information (ACI) performance categories as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act's (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.
- s. "MIPS Quality Performance Category – Claims Data Submission Mechanism" means Customer to submit QualityData Code (QDC) and Current Procedural Terminology (CPT) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.
- t. "MIPS Quality Performance Category EHR/Registry" means eClinicalWorks to submit numerator and denominator counts (and other required information) on behalf of participating ECs to CMS, aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks vendors to submit all data they have for a given measure and eClinicalWorks shall submit data accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS.
- u. "Onsite Training" means the training done at the customer location by an eClinicalWorks certified trainer. Additional onsite training days may be added upon customer request at \$1000 per day plus airfare during the initial term of the agreement. After the initial term, additional onsite training days may be added at the then current rate.
- v. "Patient Portal" includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from parties, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR)
- w. "PM Go-Live" is the ability to send claims, post payments generate statements, generate reports
- x. "Practice Management" or "PM" means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.
- y. "Project Management" or "Project Manager" develops, manages and coordinates detailed project plans for the Customer and works with the Customer representative on the project plan and managing day-to-day action items. The Project Manager is responsible: to gather and send documents needed for each phase of an individual project, work with various internal eClinicalWorks departments to achieve key milestones for implementation and coordinate and review project status updates. Additional days may be added upon customer request at \$1000 per day plus airfare during the first year. After the first year days can be added at the then current daily rates.
- z. "Providers" mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, care managers, care coordinators and Podiatrists employed by or under contract with Customer to provide services within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, and (hereinafter referred to as "Customer Personnel"). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider. Customer must pay for at least one Provider license per database.
- aa. "Support Fee" includes telephone and online support of the Products (see below: Services to Be Provided).

- bb. "SMS" includes Maintenance Fee and Support Fee
- cc. "Vendor" means any third party that provides a Vendor Program
- dd. "Vendor Program" means one or more software product(s) owned, distributed, or provided by a third party to eClinicalWorks (including any program documentation and any program updates acquired through technical support) and provided by the Vendor to eClinicalWorks (and subject to one or more agreements between the Vendor and eClinicalWorks) to be embedded in or made part of the Software for use by the Customer.

2. Payment Terms

- a. Onetime License fee:
 - i. 25% due within 30 days of signing
 - ii. 25% due upon installation
 - iii. 25% due upon the start of training
 - iv. 25% due upon EMR Go-live or PM Go-live
- b. Onetime Interface fees:
 - i. 50% due upon interface kick off
 - ii. 50% due upon interface go live
- c. Implementation Fees
 - i. Billed as rendered
- d. Monthly Fees: to begin upon EMR Go-Live or PM Go-Live. With the exception of the Go-Live month, monthly fees will be invoiced monthly in advance.
- e. eClinicalWorks may increase the Support and Maintenance Service fees (SMS), provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the SMS Fee (i) increase more frequently than annually, and (ii) increase more than five percent (5%) over the previous year's fees.
- f. The fee for subscribing to the Maintenance and Support ("SMS") is set forth above. The Fee shall be determined on the basis of the number of Providers authorized to use the Products, each of whom shall be registered (each, a "Registered User.") The Products may contain embedded controls limiting user log-on to the number of Providers as such counters may interfere with use of the Products beyond the number of Providers licensed. Office managers, and secretaries practicing directly in conjunction with a licensed provider do not require a separate license. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.
- g. License Fee Changes: eClinicalWorks understands and agrees that the Software License is owned by Customer's corporation, not any individual users. If Customer adds one or more Registered Users to its practice, the software counters shall be adjusted to permit such Registered Users to use the Software, upon payment of additional License Fees at the then-current rate, plus SMS fees calculated at the then-current rate for additional providers, and pro-rated for the applicable portion of the year in which the provider(s) is added. If Customer loses one or more Registered Users, there shall be no change in the License Fees.
- h. Fiscal Funding. This Agreement is subject to the availability of funding and may be terminated without liability, penalty, or further obligation other than payment of then fees due and owing if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

3. Terms and Conditions

- a. General. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a non-exclusive, non-transferable, license for the Registered Users to access and use the functionality of the Software during the term of this Agreement. The Customer shall not permit any other person or entity to access or use the Software.
- b. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.
- c. Proper Use of Software. The Customer acknowledges that the continued integrity of the Software and eClinicalWorks' performance of its obligations described in this Agreement are dependent upon Customer's use of the Software in accordance with the documentation provided to Customer and the terms and conditions of this Agreement.

- d. OWNERSHIP AND PROPRIETARY RIGHTS. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, to develop functionally similar Software or permit any third party to do any of the foregoing. Customer agrees to not grant access to any 3rd party for any purpose without the prior written consent of eClinicalWorks.
- e. Indemnification. eClinicalWorks shall indemnify, defend, and hold Customer harmless from any action against Customer to the extent that it is based on an allegation that the Software has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim.
- f. OWNERSHIP OF DATA. All the patient demographics and medical records created by this Software will be solely owned by the Customer.
- g. To the extent required by the Health Insurance Portability and Accountability Act of 1996 and regulations related to privacy promulgated there under (the "Privacy Standard"), and notwithstanding anything to the contrary herein, eClinicalWorks will maintain the confidentiality of Protected Health Information or PHI (as defined by the Privacy Standard) made available to or obtained by eClinicalWorks as a result of this Agreement and will comply with applicable requirements of the Privacy Standard. Specifically, eClinicalWorks will:
 - i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law(as such term is defined by the Privacy Standard);
 - ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - iii. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which eClinicalWorks become aware;
 - iv. Ensure that any agent, including a subcontractor to whom eClinicalWorks provides PHI received from, or created or received by Customer on behalf of, Customer agrees in writing to the provisions of this Agreement;
 - v. Mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement;
 - vi. Upon expiration or termination of this Agreement, return to Customer or destroy all PHI received from, or created or received on behalf of, Customer(including all copies thereof) then in eClinicalWorks possession or under its control; or if, return or destruction is not feasible, provide Customer with written notice in which eClinicalWorks describes why return or destruction is not feasible and agree in writing to extend the protections of this Section to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.
 - vii. In addition to the foregoing requirements, use and disclosure of PHI shall be subject to and in accordance with the terms of the Business Associate Agreement, located at Exhibit E. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. The requirements of this Section will survive this Agreement.
- h. Customer is responsible for all hardware and network to be installed and set up properly prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up and will result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved with having to reschedule install and training dates. Any training cancelled by Customer within two weeks of training will be charged \$750 per week for the affected weeks.
- i. Taxes. Customer is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Software or Service provided herein, whether federal or state, unless otherwise required by law.
- j. Restrictions on use of Vendor Program(s). Customer agrees that, to the extent the Software makes use of a Vendor Program, the following covenants and restrictions shall apply:
 - i. Customer agrees that it will limit its use of any Vendor Program to the legal entity that is party to this Agreement and not allow any other person or entity access to the Vendor Program.
 - ii. Customer agrees that it will only use a Vendor Program as necessary to make use of the Software or for Customer's internal business operations. Customer may allow its agents and contractors (including, without limitation, outsourcers) to use a Vendor Program on Customer's behalf for the Customer's internal business operations as described above, subject to the terms of this Agreement. If the Software includes a Vendor Program that is specifically designed to facilitate such interactions.
 - iii. Customer agrees that the respective Vendor of a Vendor Program or the respective Vendor's licensor shall retain all ownership and intellectual property rights to the Vendor Program.
 - iv. Customer agrees that it will not:

1. Transfer any Vendor Program, except for temporary transfer in the event of computer malfunction if the Software embeds the respective Vendor Program in a physical device;
 2. Assign, give, or transfer any Vendor Program and/or any services ordered or interest in them to another individual or entity; or
 3. Grant any security interest in any Vendor Program and/or any related services provided by the respective Vendor; if such an interest is granted, the secured party shall have no right to use or transfer the Vendor Program and/or any related services provided by the Vendor.
- v. Customer agrees that it will not:
1. Use any Vendor Program for rental, timesharing, subscription service, hosting, or outsourcing;
 2. Remove or modify any program markings or any notice of the respective Vendor's or the respective Vendor's licensors' proprietary rights in a Vendor Program from any Vendor Program;
 3. Make a Vendor Program available to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); or
 4. Acquire title to any Vendor Program or purport to transfer title to any Vendor Program to any third party.
- vi. Customer agrees that it will not:
1. Reverse engineer any Vendor Program (unless required by law for interoperability);
 2. Disassemble or decompile any Vendor Program (including, but not limited to, review of data structures or similar materials produced by any Vendor Program); or
 3. Duplicate any Vendor Program, except for a number of copies of each program sufficient for the licensed use of the Software and one copy of each Vendor Program media.
- vii. Other than to the extent permitted by warranty in this Agreement or as prohibited by law, Customer disclaims any claims against any vendor for:
1. Any damages, whether direct, indirect incidental, special, punitive or consequential; and
 2. Any loss of profits, revenue, data, or data use arising from the use of the respective vendor's vendor program.
- viii. Upon termination of this Agreement, Customer agrees to immediately discontinue any use of any Vendor Program(s) and destroy or return to eClinicalWorks all copies of any Vendor Program(s) and any documentation thereof.
- ix. Customer agrees not to publish any results of any benchmark tests run on any Vendor Program.
- x. Customer agrees that it will comply fully with all relevant export laws and regulations of the United States of America and any other applicable export or import laws to assure that neither a Vendor Program, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- xi. Customer agrees and acknowledges that any Vendor Program is subject to a restricted license and can only be used in conjunction with the Software and Customer agrees that it is not permitted to modify any Vendor Program.
- xii. Customer agrees not to seek or require the Vendor of a Vendor Program to perform any obligations or incur any liability not previously agreed between eClinicalWorks and the respective Vendor.
- xiii. Customer agrees to allow eClinicalWorks to audit Customer's use of any Vendor Program to confirm compliance with these and any other terms of this Agreement; to provide reasonable assistance and access to information in the course of such audit; and to permit eClinicalWorks to report the audit results to the respective Vendor of the Vendor Program or to assign eClinicalWorks's right to perform such audit to the respective Vendor. Customer agrees that Vendor shall not be responsible for Customer's costs incurred in cooperating with such audit.
- xiv. Customer agrees that, with respect to a particular Vendor Program, the respective Vendor of the Vendor Program shall be a third party beneficiary of this Agreement.
- xv. Customer agrees that the Uniform Computer Information Transactions Act shall not apply to this Agreement or in any subsequent legal proceeding of any kind related to or arising out of this Agreement.
- xvi. Customer agrees and acknowledges that a Vendor Program may include source code provided by a Vendor as part of the Vendor's standard shipment of such Vendor Program, which source code shall be governed by the terms of this Agreement.
- xvii. Customer agrees and acknowledges that third party technology may be appropriate or necessary for use with a Vendor Program as specified in the Vendor Program's documentation or as Customer is otherwise notified by eClinicalWorks and that such third party technology is licensed to the Customer only for use with the Software under the terms of the third party license agreement specified in the Vendor Program documentation or as Customer is otherwise notified by eClinicalWorks and not under the terms of this Agreement.

4. Services to be provided

- a. eClinicalWorks shall provide 24x7 support.

Technical Assistance:	Available	Contact Info
Online portal	24 x 7	http://support.eclinicalworks.com
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues related to Customer's computer or internal and external computer network.

- b. Schedule. eClinicalWorks and Customer shall agree on an Implementation Schedule, including dates for Customer's hardware purchasing and installation, eClinicalWorks' Software installation, data migration, Customer training, creation of lab interfaces, and a 'go live' date to for Customer to begin use of the Software, which may be either partial or full use of the Software.
- c. Customer will receive any available Upgrades, without additional fee as long as the SMS agreement is in effect.

5. Warranties

- a. eClinicalWorks will maintain the confidentiality of information regarding any physician or patient record.
- b. eClinicalWorks warrants that it either owns or has the right to license the Services hereunder. eClinicalWorks warrants that the Services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards. eClinicalWorks guarantees the integrity of data at Customer's location as long as any 3rd party has not modified the installed application.
- c. eClinicalWorks represents and warrants that eClinicalWorks will update Products (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that such Product complies with the most current federal or state requirements."
- d. Other than as expressly set forth above, eClinicalWorks does not make any express or implied warranties, conditions, or representations to the customer, any of its affiliates or any other party with respect to the applications, services or any products, documentation, or any other services or works of authorship provided hereunder or otherwise regarding this agreement, any implied warranty or condition of merchantability, no infringement, or fitness for a particular purpose are expressly excluded and disclaimed.
- e. LIMITATION OF LIABILITY. EXCEPT FOR MATERIAL BREACH BY ECLINICALWORKS OF THE BUSINESS ASSOCIATE AGREEMENT, ECLINICALWORKS' LIABILITY TO CUSTOMER FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR: (I) SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.
- f. If the customer considers litigation as recourse for dispute resolution each Party will be responsible for their own legal fees and expenses.
- g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer and Authorized Users acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification obligations related to any failure to exercise such professional judgment. In the event that the software or any report or information generated by the software is used in connection with any diagnosis or treatment by you and/or any of Customer's employees, agents, representatives, and the like, Customer agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the Software.
- h. During the term of the agreement and one year after the termination of this agreement, the customer agrees not to offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.
- i. eClinicalWorks represents and warrants that the eClinicalWorks Products will meet the "Meaningful Use" certification criteria as defined by the American Recovery and Reinvestment Act (ARRA). If eClinicalWorks Products do not get certified or fails to meet the certification criteria eClinicalWorks will credit twelve (12) months of maintenance fees.

6. Terms and Termination

- a. Term of License. The Initial Term of this Agreement shall begin on the Effective Date and end 12 months thereafter unless renewed in accordance with Section 6(b).
- b. Renewal of SMS. Upon expiration of the initial term, this Agreement may be extended for four additional one (1) year periods upon mutual agreement of the Parties. If Customer defaults in its payments for the SMS, or causes its SMS subscription to expire, eClinicalWorks may terminate this Agreement or suspend services. Customer has the right to continue using the Software at its own risk, without benefit of upgrades or support, and agrees that eClinicalWorks shall not be liable or responsible for any errors or problems with the Software and/or its associated third-party data from that time forward. . Customer understands and agrees that the Drug Database, CPT, ICD codes and Lab and Device Interfaces cannot be used if the Maintenance and Support Agreement is not in effect.

- c. Default. Customer shall have the right to terminate this Agreement if eClinicalWorks materially breaches this agreement and such material breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, eClinicalWorks shall refund to Customer on a pro-rata basis any pre-paid annual fees for services not yet performed.
- d. Termination of Agreement for Convenience. Customer may terminate without cause at any time with 30 days written notice upon payment of fees then due and owing.

7. Miscellaneous

- a. Assignment. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either party of its obligations to the other as provided herein.
- b. Force Majeure. The obligations of the respective Parties shall be abated for so long as, and to the extent that, their performance is rendered commercially impracticable by causes and events beyond the reasonable control of the affected Party, including without limitation fires, floods, acts of God, strikes, unavailability or delays of materials or transportation, war, revolution, insurrection, acts of the public enemy, governmental regulation or prohibition. The Party claiming abatement of obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim, and shall take all reasonable steps to limit the effect and duration of such cause or event.
- c. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.
- d. Entire Agreement. This Agreement sets forth the entire agreement between eClinicalWorks and Customer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either Party unless confirmed by written instrument signed by both Parties.
- e. Notices. Any notices required to be given by one Party to another hereunder shall be deemed duly given when sent in writing, postage prepaid, via certified or registered mail, with return receipt, or delivered by hand, and addressed to the appropriate Party at the addresses above or to such other address as either Party shall have designated in writing to the other. The specification of means for giving notice herein shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving Party than the means specified herein.

CUSTOMER

Financial Services
 Materials Management Supervisor
 Southern Nevada Health District
 Las Vegas, NV 89127-3902

ECLINICALWORKS

Two Technology Drive
 Westborough, MA 01581

- f. Law and Severability. This Agreement, its validity, construction, and effect shall be governed by the laws of the State of Nevada. In the event that any part of this Agreement is declared to be void or unenforceable by a court having jurisdiction, the remainder of this Agreement shall continue in full force and effect with such void or unenforceable part thereof deleted there from.
- g. Dispute Resolution. In the event of any dispute, the Parties agree that the first recourse to resolution shall be by arbitration, and that no action at law shall be taken by either Party previous to an unsuccessful resolution by arbitration. These provisions shall survive the termination of this agreement, regardless, of the cause of such termination. The Parties shall each bear their own costs and fees for such arbitration; but, will share the cost of the arbitrator equally.
- h. Independent Contractor. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, eClinicalWorks shall at all times be an independent Contractor and not an employee with respect to Customer. This Agreement is neither intended to nor will it be construed as creating any other relationship, including one of employment, joint venture, or agency.
- a. Public Records. As a public entity, Customer is, as a matter of law, subject to Nevada Revised Statutes Chapter 239. Accordingly, documents, including this Agreement, may be open to public inspection and copying; provided however that eClinicalWorks shall have the right to timely object or dispute the production of any such documents agreements or other materials in the appropriate court, and in the event of such objection, Customer shall not produce any such documents agreements, or other materials until a determination is made by a court of competent jurisdiction. For the avoidance of doubt, eClinicalWorks software, Statement of Work, user manuals and supporting documentation are highly confidential and are not to be disclosed to any third parties under any circumstance.
- i. Non-Discrimination. eClinicalWorks employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual

orientation. eClinicalWorks agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

- k. Certain Restrictions Applicable to eClinicalWorks Personnel. eClinicalWorks personnel shall comply with Customer's internal policies while performing services on site at Customer's facilities. Customer is responsible for informing eClinicalWorks staff of any internal policies for performing services onsite at Customer's facilities.
- l. Customer is responsible for backing up the data.
- m. This Agreement does not permit the eClinicalWorks application to be hosted in a third party location or datacenter without written consent by eClinicalWorks. Additional license fees will apply for any eClinicalWorks environment hosted outside of Customers office location.
- n. The following hyperlink to the eClinicalWorks website directs you to a copy of "eClinicalWorks V10 Cost & Limitation Statement" and "eClinicalWorks Healow Enterprise Patient Portal v1.0 Cost & Limitation Statement" (www.eclinicalworks.com/costs-and-limitations). These documents provide you with further information regarding the potential costs and limitations associated with these eClinicalWorks products.

EXHIBIT B – eClinicalWorks Hosting Agreement

THIS SOFTWARE AS A SERVICE AGREEMENT (this “Agreement”) is made as of the _____ day of _____ (the “Effective Date”), between eClinicalWorks, LLC., a Massachusetts corporation (“eClinicalWorks”), and Southern Nevada Health District, a political subdivision of the state of Nevada (“Client”). Capitalized terms shall have the meaning defined in this Agreement.

Background

A. eClinicalWorks is in the business of providing certain hosting and delivery services related to integrated business software and clinical systems;

B. Client desires to engage eClinicalWorks to provide such services using the web-based software applications identified on SOFTWARE LICENSE AND SUPPORT UPFRONT AGREEMENT FOR ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT as being hosted by eClinicalWorks (the “Hosted Applications”), subject to the following terms and conditions.

Agreement

In consideration of the rights and benefits that they will each receive in connection with this Agreement, the Parties, intending to be legally bound, agree as follows:

Article 1 Hosting Services

1.1 eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the Hosted Applications available to Client via the Internet based on a Software As A Service basis; (b) make the Documentation for the Hosted Applications available to client in a mutually agreed upon format; and (c) provide to Client a user name, password and other information required to use the Hosted Applications.

1.2 Client Responsibilities.

(a) Client is responsible for: (i) procuring, at its expense, the necessary environment at the Client’s location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the “Client Systems”); (ii) complying with all laws, rules and regulations related to the Client Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) obligations under any third party agreements to which Client is a party, including, without limitation, any agreement pursuant to which Client procures the Client Systems or any portion thereof, regardless of whether eClinicalWorks provides Client with any assistance in such procurement.

(b) Client shall bear all costs of obtaining, installing and maintaining the Client Systems.

1.3 Definitions.

(a) “Services” shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.

(b) “System” shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.

(c) “Website” shall mean the website accessible from the URL <http://www.eClinicalWorks.com> or other eClinicalWorks domains.

(d) “Client Error” includes any misuse, improper use, alteration or damage to the Applications, any use or combination of the Applications with any software, operating system or computer equipment not approved by eClinicalWorks, or any other error not directly caused by the Applications or eClinicalWorks.

(e) “Confidential Information” means all technical, business, and other information of one Party (the “Disclosing Party”) disclosed to or obtained by the other Party (the “Receiving Party”) in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.

(f) “Documentation” means the user and technical manuals and other documentation provided to Client describing the Applications’ features, functionalities, requirements and specifications.

1.4 Services to be provided.

(a) eClinicalWorks shall provide all industry standard hosting-related maintenance including, without limitation, backups, server maintenance and trouble-shooting.

(b) Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Client with one (1) day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d) Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. eClinicalWorks shall notify Client immediately of any known security breaches or holes. For security and administrative reasons only, the website administrators will have access to all files on the server. eClinicalWorks is not responsible if Client makes changes to default security settings which allow access to Client data.

1.5 Acceptable use policy.

(a) Acceptable Use Policy. Client shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Client shall be responsible for all use of the Website by its Registered Users, regardless of whether such use is known to or authorized by Client. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Client and examination of material on eClinicalWorks's servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, and/or remove the Website content and other material from eClinicalWorks's servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks's servers, issuance of warnings to Client or the suspension or termination of this Agreement to Client.

(b) Passwords. Client is responsible for maintaining the confidentiality of any password(s) and access codes given to access the Website, and is fully responsible for all activities that occur under those password(s) and access codes. Client agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Client shall be solely responsible for the security of its passwords. Continued failure by Client to maintain password security may result in the suspension or termination of Services.

(c) System Security. Client shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, or any other website on the Internet. Client use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools or network probing tools. EClinicalWorks reserves the right to release identification information of Client, if Client is involved in violations of security, to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 System Monitoring. eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Client shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Client of the Communications Decency Act.

1.7 Warranty of Content. In addition to the warranties set forth in the Agreement, the Parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a Party not in breach, but may also subject such Party to criminal and/or civil liability.

Article 2

Compliance with Laws.

2.1 Compliance with Laws

(a) The Parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under (“HIPAA”).

(b) eClinicalWorks acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Applications and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the “Client Data”), and all right, title and interest therein, is and shall remain the exclusive property of Client. Notwithstanding the foregoing, Client hereby grants eClinicalWorks a perpetual, unlimited license to use the Client Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.

Article 3

Miscellaneous

3.1 References. During the term of this Agreement, Client authorizes eClinicalWorks to identify Client as a Client of eClinicalWorks in promotional and advertising materials. Client must approve all such promotional materials prior to publishing. Further, Client shall use commercially reasonable efforts to respond to requests from potential Clients, analysts, media or investors of eClinicalWorks.

3.2 Assignment. This Agreement or any right or license granted to Client hereunder may not be assigned or transferred in any manner by Client without the prior written consent of eClinicalWorks. Any attempt by Client to assign, sublicense or transfer any of its rights, or delegate any of its duties or obligations under this Agreement without the prior written consent of eClinicalWorks shall be void.

3.3 Waiver. No failure or delay on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise by either Party of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by either Party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any other breach of or default in the same or any other term or condition hereof.

3.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

3.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstances, is held invalid, such invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

3.6 LIMITATION OF LIABILITY. ECLINICALWORKS'S LIABILITY TO CUSTOMER FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR: (I) SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

Addendum

Service Levels

Capitalized terms used but not specifically defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

1. AVAILABILITY

A. Uptime

Within two (2) weeks of the commencement of the first on-site training session eClinicalWorks agrees that the Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM EST, seven (7) days per week (the “Up-Time Commitment”). The Up-Time Commitment will be measured monthly.

B. Exclusions

Calculation of the Up-Time Commitment shall exclude unavailability of the Applications caused by any of the following:

(a) Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise; eClinicalWorks has a weekly scheduled maintenance window from 6AM-9AM EST Sunday mornings, and daily maintenance windows from 1AM-3AM EST, 4AM-6AM EST for West Coast Data Centers.

(b) Failures in the Internet that are outside eClinicalWorks's control;

(c) Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Client that prevent/disrupt access; or

(d) Failures by Client to comply with the eClinicalWorks's specifications outlined in the Documentation for the Applications.

EXHIBIT C - HISP Service: Direct Messaging Terms and Conditions

Payment Terms: The On-Going Subscription cost is as outlined above. Per database fees will start from the date that the organization direct address is approved and will be paid by the Responsible Party. These fees will be billed upfront on a yearly basis from the start date. Cancellations will need to be initiated by opening a case. Fees will then be canceled for the following billing cycle. As the certificate is purchased for the full year upfront, there will be no prorated refund if the agreement is terminated mid-year. Per database fees are subject to change once annually upon thirty (30) days' notice to Customer.

Terms and Conditions: The Direct Project is a public-private partnership initiative of the Office of the National Coordinator for Health Information Technology of the United States Department of Health and Human Services. The Health Information Service Provider ("HISP") Service is provided by a third party, eClinicalDirect, LLC ("eClinicalDirect"), under agreement with eClinicalWorks. eClinicalDirect is a participant in the Direct Project, through which Direct Messaging is coordinated. Capitalized terms not defined herein have the meaning generally ascribed to those terms within the Direct Project context.

eClinicalWorks offers HISP services through eClinicalDirect HISP. Organization level certificate (LOA3) will be created for each eCW database through third party vendor (DigiCert) after a Trusted Agent (TA) vetting process. The organization level certificate will be linked to all provider direct addresses within the database. The TA will be responsible for gathering, verifying, reporting and maintaining the documents for every provider linked to that certificate. Trusted Agents are representatives of customer organizations to assist in collecting, verifying, reporting and maintaining the documentation necessary to issue Direct Certificates. Before a representative can act as a trusted agent, the representative must first verify their identity with DigiCert in accordance with DT LOA3 and FBCA Medium or Basic, depending on the HISP. The representative then executes an agreement that appoints them as an agent of DigiCert for the purposes of collecting documentation, verifying identities, and maintaining identity information.

eClinicalDirect will enable physicians using eClinicalWorks EMR software to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP in the DirectTrust (Accredited/Transitional) Bundle. eClinicalDirect will provide the HISP Service according to NHIN Direct specifications, including use of the "Direct Standard" to send encrypted health information directly to known, trusted recipients. eClinicalDirect will provide (a) approved Direct e-mail addresses and (b) services to process Direct-compliant messages to and from Direct e-mail addresses, each of which is bound to a Direct-compliant X.509 digital certificate. The Direct Organization level certificates bound to a Direct e-mail address by the CA will be issued pursuant to the identity proofing requirements of DirectTrust Certificate Policy.

Neither eClinicalWorks nor eClinicalDirect is responsible for the misuse of the Direct account(s) used by Customer or its providers. Customer is responsible for notifying eClinicalWorks in case of any breach of the Direct mail account(s) and for verifying the identities of all providers and retaining all documentation of such verification as required by law.

The Customer may choose to send messages outside the DirectTrust bundle, and if so, the Customer, subject to any agreement that it may reach with any vendors to facilitate such communications, bears sole responsibility for any and all such communications. Therefore, eClinicalWorks shall not be liable for any of such communications.

Customer further agrees that all services rendered under this Addendum are exclusively provided under and subject to the terms and conditions of the Master Agreement between eClinicalWorks and Customer, including but not limited to all matters related to payment, scope of work, and limitation of liability. Customer acknowledges and agrees that it is not an incidental or an intended third-party beneficiary under any agreement between eClinicalWorks and eClinicalDirect.

Customer agrees that it alone is obligated to maintain any and all documentation required by applicable laws and regulations concerning Direct-compliant messages and any other information transferred under the On-Going Subscription. Further, eClinicalWorks is not obligated to maintain information about Direct-compliant

messages and any other information transferred under the On-Going Subscription except as specifically required by applicable laws and regulations.

eClinicalWorks

STATEMENT OF WORK



eClinicalWorks eClinicalWorks

Two Technology Drive
Westborough, MA 01581

Confidential

1. 1.0 Description of Work to be performed by eClinicalWorks

1.1 Scope

eClinicalWorks will implement eClinicalWorks EMR&PM Plus Package:

- eClinicalWorks EMR
- Patient Portal
- eClinicalMobile
- eClinicalWorks P2P
- eClinicalMessenger
- eClinicalWorks PM
- eClinicalWorks Scribe for iPad, iPhones, Android and Window platform
- eClinicalTouch (iPad App for eClinicalWorks)
- Mobile clinical speech recognition by Nuance for iPad, iPhone & Android phones
- PQRS Registry
- healow Kiosk
- Intelligent Medical Objects (IMO)
- Patient Education

Additional options may be implemented based on the items selected by Customer in the agreement.

1.2 Project Approach Overview

The eClinicalWorks EMR/PM implementation project is divided into four (4) distinct phases:

- Phase 1: Initiation
- Phase 2: Planning
- Phase 3: Execution
- Phase 4: Measurement and Feedback

Phase 1: This phase consists of:

- **Discovery Call** - Introduce Project Manager & Project Director, basic review of the contract; introduce key players involved from the customer side, review availability for an onsite Kick Off Call
 - Preliminary discussions regarding the type, format, content, and timing of documentation deliverables
 - Communication methods, timing, format, content, and contributors
 - Staffing plan development – eClinicalWorks and the client team
- **Implementation Guides** and documentation are submitted to the client
 - Send the eClinicalWorks Implementation Guide via e-mail
 - eCW hardware requirements document, Practice Pre-Assessment Spreadsheet, and credit card payment form
 - Send Data Migration Request Form to client

Phase 2: This phase consists of:

- **Project Kick-Off**
 - Kick off meeting performed with eCW Project Manager/Project Director
 - He / She will help the customer make choices with corresponding project milestones as part of the implementation timeline
- **Billing Discovery Call**
 - Conducted by the eCW Enterprise Billing Implementation Specialist (EBIS)
 - During this call, your CBO/Billing Manager or CFO will answer a series of questions to inform eClinicalWorks about your billing/revenue cycle processes
- **Technical Kick-Off Call**
 - Technical kick off call conducted with both IT teams involved in the design/architecture of the solution

- Based on whether you have chosen to go with eCW Cloud Solution or host eCW locally in your datacenter, this call with an eCW Technical Architect (TA) and your IT team will focus on answering questions regarding the hardware and network requirements when it comes to deploying eCW within your organization
- **Interface Kick-Off Call**
 - Interface kick off call conducted with eCW, customer, and 3rd Party Vendor teams for interfaces listed on the agreement.
 - The eCW Interface Project Manager (IPM) will lead this call and will focus on reviewing integration.
- **Data Migration Call**
 - Data migration kick off call conducted with an eCW Data Migration Engineer and designated representatives from the client's Project Team
 - This call will focus on identifying what data elements need to be migrated and how the data will be provided.
- **Workflow Analysis Team**
 - Introduce EHR Implementation Specialist (EIS)/Business Analyst (BA) for workflow analysis and system build items.

Phase 3: This phase consists of:

- **Workflow Analysis & System Build:** Performed by client staff under the guidance of the Business Analyst.
- **Production Environment and Non-Production Environment (if applicable) Setup:** Performed jointly by the eClinicalWorks IT Team and Technical Architect (TA) and the client's IT Team
- **Data Migration:** Performed by the eClinicalWorks Data Migration Analyst once the data is received by eClinicalWorks in .CSV format. eClinicalWorks Data Migration Analyst will be working in close coordination with the client's Data Migration representative on the Project Team. In order to complete the Data Migration, Customer provide the data in .CSV format. Customer acknowledges and agrees that eClinicalWorks cannot complete the data migration without the data. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to any services of any third party vendor. Customer understands that the timeframe for completion of the data migration is contingent upon the availability of the data in .CSV format. If the scope of the migration changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any elements not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.
- **Billing Setup and Enrollment:** Performed by the client's billing team under the guidance of eClinicalWorks Enterprise Billing Implementation Specialist (EBIS).
- **Interfaces/Interoperability:** Performed jointly by the eCW Interoperability Project Manager (IPM), assigned eCW Interface Analysts, and designated representatives from the client's Project Team and 3rd party vendor. In order to complete the Interface, Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the Interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the Interface without the necessary assistance and support from Vendor. In addition, third party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third party vendor software or otherwise with respect to any obligations of Vendor or any third party vendor. Customer also understands that the timeframe for completion of the Interface is contingent upon both the availability of eClinicalWorks and Vendor and scope of the Interface. If Vendor is unable or unwilling to support the Interface based on eClinicalWorks specifications, then the Interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with

respect to the Interface or its completion. If the scope of the Interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. If Customer requests any interface not listed on this agreement then a separate statement of work will need to be mutually agreed to and executed between eClinicalWorks and Customer and additional pricing shall apply.

- **Training:** Delivered by certified eClinicalWorks Trainers to system users at Customer location. Customer is responsible for providing a location for the training, all hardware at the Customer location and ensuring the Customers Providers and staff attend the training.
- **Support Strategy:** Discussions between the eCW Project Manager and the client's Project Manager

Phase 4: This phase consists of:

- **Post Go Live:** Knowledge transfer and transition to eCW Support
- **Business Development:** Introduction of eCW Business Development Manager

1.3 Project Definition and Planning

Based on the data gathering/discovery that occurred during Project Phases 1 and 2 activities and deliverables and activities are as follows:

eClinicalWorks and the Client

- Formalize status reports and communication methods between team members, steering committee, and management
- Finalize eCW and client staffing requirements, roles, responsibilities, and escalation paths

eClinicalWorks:

Staffing Plan: Provide the final staffing plan that is updated to describe all management, supervisory and key personnel assigned by eCW to manage, supervise, and monitor eCW's execution of the project within each phase of work. The Plan will identify individuals assigned to each major Phase and their key role on the project, specifying the lead individuals as applicable. The Staffing Plan will delineate the personnel responsible for monitoring and managing the project contract and will establish the executive escalation path for the engagement

Implementation Plan: Provide a comprehensive plan that aggregates information required for Customer to understand eCW's intended approach to manage the EHR Project from a software implementation, activation, and workflow optimization perspective. This plan is the top-level plan developed and used by eCW and the client's Project Team to direct the EHR implementation effort. Although the solution is a configurable COTS solution, it is also understood that in order to meet specific requirements, product customization may be necessary.

- **Final Timeline and Schedule:** Develop the baseline timeline and project schedule for review and acceptance by the client. The following items shall be addressed in this document:
 - Detailed description of all activities to be performed by eCW and the client, including task and sub-task activities, the responsible party for each (as per the Staffing Plan), activity location (onsite or offsite), and start and completion dates for these items.
 - Capability to and work breakdown structure (WBS) views.
 - The project schedule will be baselined upon acceptance and the work plan and schedule will be updated monthly thereafter.
- **Change Management:** Customer and eClinicalWorks must mutually agree to any change or correction that modifies scope, deliverables, timeframes, or resource allocations through an addendum or work order. Any modifications in fees will identified on the addendum or work order.
- **Training Plan:** Develop a staff training plan and schedule and engage in iterative discussions with the client's Project Team to reach mutual agreement on a training plan that will ensure preparedness for EHR system activation and ongoing operation.

- **Configuration Management:** Develop a Configuration Management Plan which will incorporate a set of documents, tools, and processes to be used to deliver and organize details about the EHR/PM system as mutually agreed. The Plan will ensure that design specifications are traceable to requirements, that change is controlled and documented, that system interfaces are defined and understood, and that the product and its supporting documentation are consistent.
- **Local Infrastructure:** Customer is responsible for hardware and network at Client's location. eCW will provide hardware specifications. This document will identify the detailed specifics (components, configurations, versions, quantities, connectivity, bandwidth, etc.) of all hardware, software, and network components that are required for the EHR deployment within the client's processing environments.
- **Interoperability Plan:** Document the requirements and specifications necessary for interfacing with those systems identified by the client during the Interoperability Call. The plan will describe eCW's approach to interface discovery, design, initial and final data migration, installation, testing, deployment, quality assurance, and ongoing maintenance requirements. This plan will include a summary of roles and responsibilities for both eCW and the client's staff. The plan will include a high-level analysis to identify potential risks and/or known issues associated with each target interface and a contingency plan to mitigate risks associated with each interface as applicable.
- **Data Migration Plan:** Develop a Data Migration Plan that discusses the connectivity required to extract data (when possible), the data points to be migrated, structured data vs. non-structured data, data evaluation plan, master file spreadsheet, data integrity check – responsibilities and timeline, iterative extractions.
- **Disaster Recovery and Business Continuity:** Customer is responsible for Disaster Recovery. eCW will provide guidance and recommendations for business continuity planning for the client's IT team.

1.4 Analysis and Design

- **Workflow Analysis, Requirements Gap Analysis, and System Build:**
 - An analysis will be performed by the eCW Business Analyst who will work with the client to review the workflows. These will be the driving factors that will help determine the database setup.
 - The Business Analyst will help guide with the practice administrators to set up the structure in the system.
 - Provide customer with an electronic version of the finalized end users training agendas, schedules, and customer workbooks and perform knowledge transfer to onsite Trainers for end user training.
 - Work with Customer and define their pre & post implementation phase approach and their adoption vision including risk and issue identification, mitigation and resolution.

1.5 Execution

- **Production and Non-Production environment Setup:**
 - Customer to acquire the necessary Hardware for eCW Production and Non-Production (optional) environments based on eClinicalWorks Specifications.
 - Customer IT and eCW Installer to conduct Network Check from various sites to verify connectivity requirements are met.
 - Customer IT to procure, test, deploy, and train users on end user hardware (per eCW technical requirements/recommendations).
 - Customer IT and eCW installer to perform Per-Install and Installation of eCW Software components.
- **Data Migration:**

- Customer to provide completed Data Migration Request Form (DMRF) identifying items that need to be migration from legacy system(s)
 - eCW to extract OR Customer IT to provide data that needs to be migrated
 - Conduct initial system setup with the customer's involvement and using the System Setup Spreadsheet (SSS) template
 - Perform Initial/Test Migration and provide exceptions via Data Evaluation Plan (DEP)
 - Receive Initial/Test Migration and DEP signoff from customer and proceed with Final data extraction
 - Perform Final Migration and receive signoff from customer
- **Billing Setup and Enrollment:**
 - EBIS guides the Customers Billing team to complete System and Billing Setup
 - Gap Analysis of various generic and custom billing workflows for major payers
 - Enrollment process with EDI specialist and customer billing team to ensure necessary enrollment paperwork (Claims, ERA, Patient Statements) is executed with selected Clearing House for necessary Payers
 - Customer must contract directly with one of eClinicalWorks preferred clearinghouses. EDI team to work with Clearing House and customer billing team on Claims testing and downloading reports prior to scheduled Go Live date
- **Interfaces/Interoperability:**
 - Scope document created and signed off by all parties for the interfaces accepted in the agreement. Additional interfaces must be mutually agreed to and additional fees will apply.
 - IPM coordinates hardware design, installation, and testing on interfaces on Non-Prod environment with customer and 3rd party vendor
 - End user acceptance testing performed by customer w/ 3rd party vendor and eCW and signoff received
 - Move interface to Production environment, conduct final testing and provide signoff
- **Training:**
 - Communicate with the client's Project Team regarding the training schedules, agenda, and Go Live strategy.
 - End user Training sessions (classroom based hand-on style)
 - Trainers onsite for Go Live coverage and hand holding (Multiple weeks recommended)
- **Support Strategy**
 - Support Account Manager (SAM) Introduction and Support Kickoff Call (SKOC) conducted
 - Helpdesk established, support protocols agreed upon

1.6 Test Management

If Customer selects to accept the test environment option, eClinicalWorks' will notify client that eCW once the installation of software is installed on the test environment and that the application software is ready for testing. The client shall begin testing the application in a test environment using the workflows defined by the Business Analyst.

1.7 Test Execution

- Interface Testing - eCW will document successful completion of testing for interfaces outlined in the agreement for the EMR/PM solution.
- Claims Testing - eCW will document completion of validation testing sufficient to demonstrate accurate and complete claims processing capability prior to PM system activation.

1.8 Training

Prepare user training and define post- go live maintenance and operations staffing model including delivery of the following:

- **User Training Curricula:** eCW will provide the client with an electronic copy of all user training materials for which eCW training services have been purchased to support the EHR implementation.
- **System Maintenance & Operations Staffing Plan:** eCW will provide a written plan describing the recommended skills, roles (positions) and staffing levels needed to satisfy ongoing maintenance and operations support requirements for the implementation at application, interface, desktop, and network levels.
- **Deliver On-site Training:** eCW certified trainers, will provide training to the end users. Customer is responsible for ensuring users attend the training and for any hardware at Customer location.

Role	Organization	Training Responsibilities
Project Manager and Business Analyst	eClinicalWorks	<ul style="list-style-type: none"> • Develop the training team • Determine training strategy and timeline • Determine proficiency process and propose to client for follow-up training • Develop training outline, materials, and curriculum, specific to each role for all EMR training • Schedule, organize, and deliver onsite support during go-live • Communicate to end users and facilitate ongoing training support
Project Manager	Client	<ul style="list-style-type: none"> • Identify individuals to attend specific training sessions • Arrange for back-up staffing for those individuals who will be attending training • Free staff members schedules, including providers, for the full training required
Super Users	Client	<ul style="list-style-type: none"> • Identify items for system build for EMR and PM aspects of the application • Complete system build with inputs from practice end users by training dates
Lead Trainer /Business Analyst	eClinicalWorks	<ul style="list-style-type: none"> • Define training requirements that are unique to the practice • Work with the practice(s) to make adjustments to the training agenda • Coordinate training-related decisions with the eCW and client Project Managers prior to and during training. • Plan Go Live with project managers and Super Users at the practice(s)
Assistant Trainer(s)	eClinicalWorks	<ul style="list-style-type: none"> • Work with the Training Lead to provide comprehensive training to all identified users at the practice

1.9 Transition and Go Live

The eClinicalWorks *Go Live* process is the culmination of weeks, if not months, of planning done by the practice or group in anticipation of implementing an Electronic Medical Record/Practice Management system. The eClinicalWorks Implementation Team also carefully plans the Go Live strategy and timeline of events for each customer from both the practice and the eCW perspective. The planning phase of the EMR project provides an opportunity for the practice to map out its entire operation. This is the time for system users to identify the strengths and weaknesses in the practice workflow and evaluate how the EMR/PM system can streamline or eliminate processes that are inefficient.

Although there are many project phases involved in an EMR/PM implementation, the training phase of the project leads directly to Go Live in an eClinicalWorks implementation. On-site trainers work with users and real data to simulate the actual working conditions that will exist at the time of Go Live, albeit without the pressure of a full patient schedule.

When training is completed, typically at the end of a business week, final data migration occurs. This ensures that clean and up to date data is available to the practice. Weekend services may be added if mutually agreed to for additional fees.

eClinicalWorks recommends a reduced patient load and longer appointment times (approx. 15 min. per encounter extra) for the week of training per the Business Analysis plan and the first several weeks after Go Live to accommodate the learning curve of users. Note that these strategies for ensuring a smooth Go Live and transition to the eCW solution require planning ahead when booking appointments for the anticipated Go Live date and for several weeks following Go Live.

Additional issues regarding the training and Go Live period that will impact the success of the transition to the EMR/PM system include:

- Staff lack of basic computer skills
- Staff lack of familiarity with new workstation equipment: desktop computers, tablet PCs, printers, fax machines, scanners, etc.
- No Internet Access
- No email
- No MS Excel and/or MS Word
- No knowledge of usernames/passwords for server (for data migration purposes)
- Lack of dedication to the training
- Resistance to technology and change

eClinicalWorks recommends that these issues be acknowledged and addressed within the practice early in the implementation process. eClinicalWorks provides extensive project management, on-site training, electronic documentation, and on-line support leading up to, during, and post Go Live. However, it is incumbent upon the practice to provide adequate internal resources in the form of a dedicated Project Manager, IT expertise, and super user(s) in the practice who can provide advice and moral support during the critical adoption period. Management should continually assess the staff's level of competency or frustration, monitor productivity, and re-evaluate workflows in relation to the EMR/PM in a production environment.

Transition: The eClinicalWorks Project Manager does a knowledge transfer to an assigned Strategic Account Manager (SAM) as the date for Go Live approaches. The Project Manager, Strategic Account Manager, trainers, and the entire eCW Project Team are available during all phases of the project to lend assistance, escalate and resolve questions or issues, and provide guidance based on knowledge gained from their experience with many implementations. The SAM is the main point of contact for the practice as they become comfortable with eClinicalWorks or need additional assistance prior to the transitioned to standard eCW Support. The SAM is the practice's point of contact for escalations, administrative questions, at the time of Go Live.

2. 2.0 Milestones and Approval Criteria

2.1 Introduction

Highlights of a typical enterprise implementation of eClinicalWorks are provided below. After the customer signs the contract with eClinicalWorks, the Implementation Team begins the process.

These milestones and schedule are to be customized and mutually agreed to.

Responsibility	Task
eCW	Send client the final contract
Client	Return executed contract to eCW
eCW	Schedule Kick-Off Call and send Welcome Pak via email
Client	Return Section 3 of the Welcome Pak to eCW – Practice information and checklist
eCW and Client	Perform Billing Discovery Call
EHR Implementation Specialist (EIS)	Begin workflow discovery, documentation of current state workflows and determination of future state workflows.
eCW and Client	Start enrollment processes with the clearinghouse
eCW	Begin data migration processes
eCW and Client	Review hardware requirements and specifications and network requirements
Client	Send final hardware procurement/network arrangements to eCW for review – Section IV of the Welcome Pak – IT Information and Checklist
eCW	Review client’s hardware/network plan for compliance with eCW specifications
Client	Install network and required hardware
eCW and Client	Network Check
eCW and Client	Application Configuration with Installation of the eCW software
eCW and Client	On-site training and Go Live
eCW and Client	Mandatory Billing follow-up training
eCW and Client	Interface implementations, test, and training

2.2 Milestones and Critical Milestones

	WEEK
Initiation	
Kick Off Meeting	
Planning and Execution	
Billing Discovery Call	
Interface Discovery Call	
Technical Discovery Call	
 Business Analysis	
Practice Management Workflow Discovery	
EHR Workflow Discovery	
Pre-training as chosen by client	
eCW 101 Training	
Test environment set-up	
Cloud Server Set Up	
Production environment set-up (eCW hosted)	
Network Check	
Installation Check	
Cloud Server Set Up	
Application installation on client machines	
Fax server configuration & testing	
Clearinghouse Configuration	
Data Migration	
Data Migration Discovery	
Data Extraction	
Initial Migration	

	WEEK
Final Migration	
Clearinghouse enrollment	
System set-up and build – Billing	
Billing Set Up	
Clearinghouse & claims testing	
Interfaces	
Interface Scoping Discussion	
Interface acceptance/signoff	
Training	
Front Office Training - Registration, Appointments, MU documentation, Referrals, Telephone encounters, etc.	
Mid Office Training - Documenting subjective section of PN, Vitals, Communication with front office & providers, recording in office labs/imaging	
Provider Training - Access to schedule and status of patients, reviewing past labs and imaging results, documenting progress notes, Alerts/recalls/letters, outgoing referrals, flowsheets, order sets, templates, customization	
Administrative Training - Admin section of the system, user logs, security rights, hard reset password	
Billing Training - Claims Creation, Batch processing & submission, printing HCFA, clearinghouse reports, payment posting, patient statements, refunds, collections, etc.	
Support Strategy	
Post-Go Live	
Post Go Live & Support	
Front Office & mid office go live	
Provider go live	
Measurement and Feedback	
Post go live optimization	

Note that many of the activities listed above are occurring simultaneously.

2.3 Document Deliverable Acceptance Process

Document Deliverables:

- eCW Hardware Specifications
- Implementation Guide (Welcome Pak)
- Staffing Plan
- Implementation Plan
- Project timeline/schedule
- Training Plan to include electronic training agendas, schedule, workbooks.
- Interoperability Plan
- Data Migration Plan
- Configuration Management Plan
- Technical Design Documentation

Acceptance Process:

Project executive team members and key stakeholders will agree at the project planning stage on formal project processes and major deliverable acceptance criteria that will be used to evaluate final deliverable results before the results are formally approved.

2.4 Process for Post-approval Updates to Deliverable Documents

The deliverable documents will be maintained by the eClinicalWorks Project Team to reflect the most current status of each.

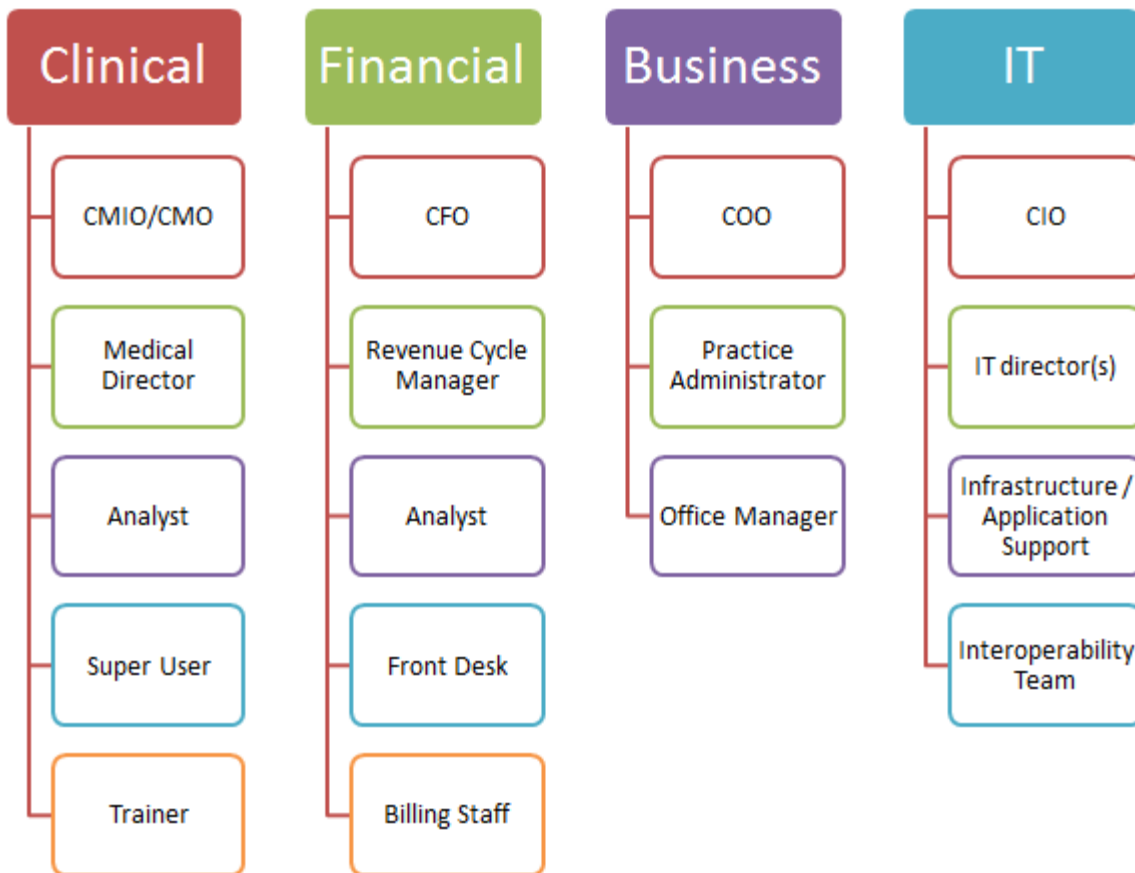
3. 3.0 Program Management and Governance

3.1 Introduction

CLIENT: Ownership and Responsibilities

- Steering Committee
- Project Lead
 - Super Users
 - Business Intelligence
 - IT and Network
 - Integration
 - Billing and Finance

CLIENT: Define Governance Structure – to be customized to reflect client's organization and team structure for this project



eClinicalWorks: Ownership and Responsibilities:

- Project Manager
- Integration Project Manager
- Business Analyst
- Trainers (Clinical and billing)
- Technical resources
- Data Migration Programmers
- Enterprise Billing Implementation Specialist (EBIS)
- Healthcare Business Intelligence (HBI)
- Strategic Account Manager(s) (SAM)

3.2 Project Management Process

The eClinicalWorks Project Management Process:

Initiate

- Initiate the project with clearly defined goals and objectives
- Define the client's governance structure and project team
- Define the eCW Project Team
- Define the eClinicalWorks Project Team's relationship with the client's designated Project Team and accountabilities for each team's members
- Describe preferred communication approaches between the two teams
- Define technical and management strategies and methods to be employed to ensure completion of the project plan in accordance with contract requirements
- Understand and document infrastructure requirements
- Explore concrete approaches that can be used to promote system acceptance and long-term adoption by users and stakeholders
- Define content and workflow needs
- Define Interoperability needs
- Discuss the development of a communication portal for use by the Project Teams to facilitate timely communication

Plan

- Plan the launch and obtain user buy-in
- Perform site analyses to understand the various workflow requirements



- Perform enterprise inventory analysis to determine workstation and peripheral hardware needs based on eCW hardware specifications
- Check connectivity
- Develop the data migration strategy
- Determine and document the interoperability requirements and develop the interoperability plan
- Plan for additional assistance, staff augmentation.
- Understand and document reporting requirements
- Plan the deployment strategy – big bang, phased, hybrid
- Support Strategy –Internal Help Desk, eCW Support, eCW’s Account Management model

Execute

- Deployment – hardware, software, system build
- End user training
- Go Live – on-site user training, engage eCW Support Resources

Measure

- Review the execution phase: operational, financial, Meaningful Use, adoption, quality
- Measure progress toward goals using eBO reporting

Feedback

- Listen – provider user groups – weekly and/or monthly
- Support – provider/user appreciation events
- Tracking and trending for Meaningful Use – MAQ Dashboards
- User adoption of the technology – KPIs, site assessments, site review for technology optimization

3.3 Resource Management

eClinicalWorks resources are assigned based on the size and scope of the project, the integration requirements, the data migration needs, the reporting requirements, number of staff members to be trained. eClinicalWorks resources are managed by the eClinicalWorks Project Director and Project Manager in accordance with established responsibilities and timelines that are developed jointly between eClinicalWorks and the client.

Client resources will be assigned and managed by the client’s Project Manager to support established responsibilities for task completion as needed to support the project schedule and implementation activities.

3.4 Define Roles and Responsibilities

eClinicalWorks Project Team

- **Project Manager** - the client's main point of contact throughout the implementation; ensures that all tasks are completed; ensures that deadlines are met; ensures that all deliverables are delivered to the client on time and of excellent quality; liaison between the eCW Project Director and the eCW Project Team and client project team members.
- **Integration Project Manager (IPM)** – responsible for understanding of the client's interoperability requirements; communicates requirements to appropriate Interoperability Analysts assigned to the project; monitors status of interfaces and interoperability solutions to be implemented; liaison between client interoperability specialists/team members and eCW's Project Manager and Project Director.
- **Business Analyst (BA)** – assists with workflow evaluation, gap analysis, and workflow redesign; creates documentation for the Trainers to facilitate training on workflows and system optimization in the client's setting.
- **Trainers (clinical and billing)** – trains system users on use of the EMR/PM application in a classroom setting. Workbook, user guides, will be provided electronically.
- **Data migration programmers** – develop a data migration plan and programming tools needed to successfully migrate the client's data from a legacy system to eClinicalWorks.
- **Enterprise Billing Implementation Specialist (EBIS)** – provide guidance with system billing set up, configuration, and training on specific workflows, sophisticated billing features to support an enterprise billing environment.
- **EBO Consultant or Healthcare Business Intelligence (HBI)** – responsible for guiding the client to design customized reports per client specification.
- **Strategic Account Manager(s)** – responsible for client support post Go Live; the client's main point of contact at eClinicalWorks for issue escalation and problem resolution.

eClinicalWorks Team Members	Roles & Responsibilities
Project Manager	<ul style="list-style-type: none"> • Ensure a successful implementation of eCW software at customer sites • Conduct kick-off meetings (conference call or onsite at the customer's location) for customers who have purchased eCW's software
Data Migration Analyst	<ul style="list-style-type: none"> • Write programs for the conversion of data from client's current EMR software to eClinicalWorks software • Extract and evaluate data • Liaison with Project Managers for any issues or exceptions during the data migration process
Interface Analyst	<ul style="list-style-type: none"> • Interface development, interface configuration, interface setup, and interface testing • Understand customer interface requirements and propose interfaces to satisfy their business need • Discuss interface workflow with the customer • Understand customer limitations and propose alternatives / workarounds
Technical Architect	<ul style="list-style-type: none"> • Work with clients and internal technical departments to identify business and technical requirements for enterprise eClinicalWorks deployments • Perform network readiness and current state system infrastructure assessments
eCW Software Training Specialist	<ul style="list-style-type: none"> • Provide training to client practices of the eClinicalWorks unified EMR/PM solution
Technical Support Engineer	<ul style="list-style-type: none"> • Respond to all accounts via telephone or the web • Meet service level agreement • Manage relationships with customers • Work with cross-functional teams when required
Strategic Account Manager	<ul style="list-style-type: none"> • Conduct the Support Kick off Call, demonstrating the Customer Support Portal and ensuring that the client is web-enabled • Triage the accounts to the appropriate queues and escalate any outstanding issues

eClinicalWorks Team Members	Roles & Responsibilities
	<ul style="list-style-type: none"> • Evaluate the level of software adoption by client practices and arrange for remote trainings, technical assistance or escalations as need be
Business Analyst	<ul style="list-style-type: none"> • Be involved in solving complex work-flow problems considering impacted components from an end-to-end perspective. • Provide processes related to the implementation of system into production state leadership to two or more project managers and help facilitate resolution of major problems encountered by them

Client Team

- **EMR steering committee** – responsible for workflow discovery, remediation plan and future state design, design and creation of practice specific templates, order sets, and system setup items, EMR system championing, meaningful use certification planning, patient portal implementation, etc.

These could be shared resources. Number of FTEs is based on total project timeline e.g., for a 20 week implementation we may need 3-4 FTEs.

- **Project Management** – 1 FTE - The client team's main point of contact throughout the implementation; liaison between the client's project team members and the eCW Project Manager and eCW Project Team
- **Super Users** – client staff members (clinical, administrative, financial). Responsible for assisting with system set-up, individual training and troubleshooting, and ongoing training and user support after Go Live
- **IT staff** – 3-4 FTEs if you host, responsible for establishing network connectivity between the practice and the server infrastructure in accordance with the approved network design; for procuring, installing, and testing local hardware and peripheral devices in accordance with eClinicalWorks Hardware Specifications; and maintaining and trouble-shooting the local workstations, printers, scanners, etc. to isolate hardware issues from software issues
- **Interoperability** – 2-3 FTEs - responsible for assisting the eCW Integration Project Manager and interoperability analysts with the planning, scoping, implementation, and testing of the interoperability and interface solutions
- **Data migration** – 1 FTE – responsible for assisting the eCW Data Migration Analyst with the migration of legacy data to the eClinicalWorks solution; complete the required data migration request forms, work with the legacy vendor as needed to facilitate the migration; review migrated data for integrity; final sign-off on the migration activity
- **Billing discovery and implementation** – 1-2 FTEs – these staff members should be familiar with standard claims creation and billing processes, billing requirements of the practice/group, and desired workflows of the enterprise with relation to claim management; work with the eCW Enterprise Billing Implementation Specialist to configure the billing rules engine, claim edit rules, etc. to support the billing requirements of the enterprise
- **Continued support** – 4-5 FTEs to begin and then can taper off over time – this may include different types of staff members with different credentials – it is recommended that an enterprise have designated staff members on both the clinical and administrative/financial side of the group who have taken “eCW 101” super user class which is available for an additional fee.

Ongoing IT resources for workstation hardware and network support are recommended, either with in-house staff or a third-party resource that is familiar with the environment. If the client hosts the application, additional IT support is recommended that can oversee the server maintenance, disaster recovery and back up, etc.

Client Team Members	Roles & Responsibilities
Steering Committee	<ul style="list-style-type: none"> ○ Provide leadership with team leads and share common goals of improving the quality, safety and efficient delivery of healthcare to the patients ○ To execute decisions on strategy, funding, scope and resource realignment. ○ Approve project charter ○ Understanding of technical barriers/challenges ○ Ensure participation of staff as needed to achieve project goals ○ Provide technical support/resources to achieve project goals
Project Lead	<ul style="list-style-type: none"> ○ Lead the practice on EMR adoption ○ Be responsible for the overall success of the EMR adoption and rollout ○ Communicate and collaborate with eClinicalWorks PM/IM to meet scheduled timelines, milestones, and deliverables ○ Manage expectations with other external vendors ○ Mitigate internal and external risks ○ Work to achieve project milestones
Super Users	<ul style="list-style-type: none"> ○ Attend eCW 101 training ○ Organize and oversee training during Go-Live ○ Train new staff and physicians on an ongoing basis after Go-Live
Integration PM	<ul style="list-style-type: none"> ○ Oversee all Integration aspects of the existing software/s at the client site. ○ Review interface specifications ○ Provide the analytical expertise for application configuration decisions ○ Assist Project Manager in system rollout planning from an integration perspective
Integration PM – Data Migration	<ul style="list-style-type: none"> ○ Oversee all Integration aspects of the legacy software at the client site for migration of data. ○ Responsible for scope analysis and signoff for Migration ○ Drive Data migration discussions and on-going support to meet success criteria and goals
Business Intelligence	<ul style="list-style-type: none"> ○ Work with the Business intelligence team for Reporting requirements both at enterprise level and at site level ○ Be a Query User on Cognos, Report author on Cognos and deliver the on these modalities for the project
Billing and Finance	<ul style="list-style-type: none"> ○ Work with the Business analysis team for Back office operational needs ○ Work with the super users and the Billing implementation specialist (eCW) for system configuration and system build

3.5 Project Management Processes – Risk Management

eClinicalWorks Project Plan will address and discuss major implementation activities and associated risks that have been identified. The Plan identifies risk mitigations strategies that are in place and the implications of the risks being improperly managed.

Additional risks and mitigation strategies specific to the client will be discussed in detail between the eCW Project Manager and the client's Project Manager at the time of the Kick-Off Call and Schedule Development. Appropriate lead times will be built into the Project Master Schedule and steps will be taken to ensure the identified risks are minimized.

Major External and Internal Risks are summarized below and are discussed in more detail in the Risk Management Plan.

External Risks					
Category	Probability	Importance	Risk	Mitigation	Contingency
Infrastructure	High	High	Major network change will affect implementation schedule	Set realistic expectations and deadlines for project completion	Change in project timeline
Upcoming/ Changing facility	Low	High	Move into a new location or changing conditions	Identify dependencies early in the process, e.g. server placements, training locations, etc.	Change in project timeline
Interfaces and external vendor relations	Med	High	External vendor cooperation affecting projects schedule *Offender Mgmt. interface critical for Prison system if appropriate	External vendor relations, deliverables, and timelines need to be firmly defined and adhered to	Change in project timeline
Outside IT Resources	High	High	Outside IT resource bringing in unnecessary project stoppage	Outside IT resource role and responsibility clearly defined	Change in project timeline. Recruit new IT
Special Needs for Data Migration	Low	High	Data hosted difficult to retrieve or vendor charging exorbitant rates	The practice needs to place a firm stand on their data and escalate the issue to the highest authorities at the Vendor organization	Change in project timeline. Get data from reports
Other Project dependencies	Low	High	Any other major software project implementation might affect EHR implementation, e.g. legacy system upgrade, new centralized CPOE	Set realistic expectations and deadlines for project completion. Identify dependencies early in the project	Change in project timeline. Delay other project(s).

Internal Risks					
Category	Probability	Importance	Risk	Mitigation	Contingency
Schedule	Med	High	Development Items not being delivered by timeline	Break project into different sections and ensure schedule is met	Use existing Product
Communication	Low	High	Practice not spending adequate time on project	Ensure requirements gathered are documented for new personnel	Develop a new personnel plan for internal communication
Resource Availability	Med	High	Enough Resources not available due to the changing timelines	Set Resource schedule as early as possible	Change training dates
Hardware Skills	Med	High	Staff assigned to project do not have the required skills	Communicate and discuss specifications and use of all equipment	Get new personnel assigned to the project or outsource
Support Staff	Med	Med	Not enough staff to support sites going live	Plan a superuser for each site	Hire qualified support staff
Staff Availability	Med	Med	User cannot provide time for training	Communicate no. of hours and training schedule early to users	Plan further training
Dedicated IT Resource	Med	High	IT resource not available from the Practice side	Plan for a dedicated IT resource for the Network Infrastructure	Hire qualified IT staff/Personnel or outsource
Hardware / Network / Infrastructure Procurement & Installation	Med	High	Hardware, network, and/or infrastructure not in place on time	Plan the hardware procurement and infrastructure set up and test well in advance of the implementation	Hire qualified IT staff/Personnel or outsource
Changes to the Scope of the Project	Med	High	Changes to the agreed upon solutions	Communicate well before in time for the changes	Follow the change management process
Meaningful Use of the EMR	Med	High	Eligible Providers not using the Meaningful Use features at all or are using them incorrectly	Staff dedication to product training	Utilize all available resources via EMR Vendor, or Regional Extension Center (as appropriate) to obtain training Have a well-trained Super User in the practice

3.6 Communication and Escalation Management

A Communication Plan will be developed by the eCW Project Manager after the initial Kick-Off Call. This will document the decisions made regarding the type, content, format, schedule, and participants in regularly scheduled meetings throughout the life of the engagement. Ad hoc meetings will be held as needed.

Standard communication methods will be employed: MS Project Exchange Server, telephone, email, GoToMeeting, Customer Support Portal, and the Enterprise Customer Relationship Portal, and on-site meetings.

Issues that arise during the time frames described above should be escalated according to a pre-determined "chain of command" according to standard business practice; the eCW Project Manager is the first point of contact for any problems or concerns that arise. The Project Manager will assemble the resources necessary to resolve the issue, whether those resources are within the assigned implementation team. If, after working with the eCW Implementation Team, the client's Project Manager does not feel the issues are being resolved appropriately, they can raise their concerns to the Director of Project Management.

3.7 Project Plan Maintenance

The eClinicalWorks Project Manager is responsible for the maintenance of all Project Plans and documentation.

Changes that materially impact the master project schedule require advance approval by all stakeholders and will be processed in accordance with an addendum or work order.

3.8 Project Tools

eClinicalWorks uses the following electronic methods of communication with clients during the implementation of the eClinicalWorks solution:

- Enterprise Customer Relationship Portal (see details below)
- Microsoft Project Exchange Server
- CRM software such as Salesforce.com and proprietary CRM tool that links to the Customer Support Portal
- GoToMeeting
- Teleconference
- email
- Telephone and cellular phone
- eCW Customer Support Portal

Customer Relationship Portal

eClinicalWorks uses cloud computing architecture to offer its customers a secure Web Portal for one-stop access to various business critical tools and services which are utilized during the entire implementation and on-going post implementation phases of the project. The Portal lets the customer come closer to the resources at eCW that they work with every day. This access helps the client to achieve a quality implementation and well- managed support services. Every client user can be given access to the Portal to perform their respective tasks during each of the project phases.

Below are some of the key value added services offered through this Portal:

- Documents, Manuals, Release Notes and Video Downloads
- Project Management
- Tasks and Process Tracking
- Timeline & Resource Management
- Helpdesk Services
- Ticket Creation and Tracking
- Access to documentation, videos, sign-up for webinars, etc.
- Live Chat
- Case Studies
- Project Dashboard
- Services
- Support
- Add-on Features and Product Offerings
- Account and License Management

3.9 Document Management

The eClinicalWorks Project Manager is responsible for ensuring that all deliverable documents are submitted in accordance with a pre-determined schedule, contain the required data elements, and are approved by the appropriate representative(s) of the client's Project Team.

Once approved, the documentation is baselined. Changes will be made by eCW to ensure that each deliverable is updated monthly to reflect the most current project status. Changes that impact the project schedule, budget, and/or staffing are subject to Change Control procedures and require the designated levels of approval prior to implementation.

3.10 Organizational Alignment

Organizational Alignment: A strong vision for the project requires goals that are aligned throughout the enterprise. Areas to consider include:

CLINICAL GOALS

- Clinical documentation
- Provider adoption and system optimization
- Patient engagement
- Clinical data flow
- Meaningful Use

FINANCIAL GOALS

- Reduce days in Accounts Receivable
- Improve claim rejection rate
- Collect patient co-payments

BUSINESS GOALS

- Office efficiency
- Patient satisfaction
- Growth strategies based on EMR adoption and utilization

INFORMATION TECHNOLOGY GOALS

- End user experience

3.11 Methods and Procedures Manual

At the time of the Project Kick-Off, an eClinicalWorks Implementation Guide is provided to the client. This document describes in detail the eCW implementation process, roles, responsibilities, infrastructure and networking requirements.

The client will be provided with training guides, workflow documentation, and workbooks developed by the Business Analyst. Additional user guides are located at the Customer Support Portal and can be downloaded and printed on demand. Technical manuals and user guides for all eCW products are also located at the Customer Support Portal. Documents will be provided electronically. Customer is responsible for any costs associated with printing.

3.12 Change Management

A change management plan will be mutually agreed by Client and eCW to manage any changes to the Master Project Plan and Timeline. Any change in scope will require an addendum or statement of work.

3.13 Travel Policy

All travel will be conducted in accordance with the requirements listed below and the current "Southern Nevada Health District Travel Policy - AP-004 REVISED April 2008." Where conflicts exist or arise between the information below and the Health District's policy, the information contained in this SOW shall prevail. The policy will be made available to eCW by client's PM.

- Onsite meetings on Monday mornings and Friday afternoons should be discouraged due to travel logistics.
- eCW travel on Monday morning and Friday afternoons will be permitted providing it does not impact the quality of the onsite task being performed.
- Flights should be booked at least three (3) weeks in advance of the travel dates whenever possible eClinicalWorks will book 3 weeks in advance however airfare may book anytime prior to travel dates in some circumstances depending on the project demand, requirements and Adhoc requests, and should be lowest cost, direct flight available.
- Lodging and meals reimbursement shall not exceed the per diem rates documented by the US Government Services Administration (<http://www.gsa.gov>)
- Automobile rental shall be authorized as reasonably required. Unless authorized in writing by client prior to travel, no more than one automobile for every three (3) eCW personnel will be reimbursed. An automobile no larger than “midsize” should generally be rented.
- Airport parking (at eCW representative’s home airport) will be reimbursed at actual cost. eCW should make every effort to use long-term economy parking, and should attempt to use public or private transportation instead of economy parking when the long-term rate would exceed that for such transportation.
- Mileage reimbursement to and from the eCW representative’s home airport, and any other allowed private transportation shall be at then prevailing Federal rates.
- Incidentals such as fuel, transportation to and from the hotel, parking shall be reimbursed at actual cost. Incidentals do not include tips.
- The table below summarizes the travel policy for this SOW, and provides other information related to receipts, etc.
- Expense reporting must occur at invoice time and include a summary of the travel expenses, justification, and receipts as required, etc.

Item	Reimbursable Amount	Receipt Required?	Note
Airfare	Cost	Yes	Attempt to book 3 weeks in advance
Lodging	Per Diem	No	Per Health District travel policy
Meals	Per Diem	No	Per Health District travel policy
Automobile	Cost	Yes	Per Health District travel policy
Mileage	Federal Rate	No	Per Federal reimbursement rate
Incidentals/Parking, etc.	Cost	Yes	See above. Keep to a minimum

3.14 Schedule of Deliverables and Milestones

The Schedule of Deliverables and Milestones is available as a separate, supplemental document but is incorporated into and comprises part of this Statement of Work.

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
eCLINICALWORKS

This Business Associate Agreement (“Agreement”) is made and entered into this ___ day of _____, 2017 between the Southern Nevada Health District (“Covered Entity”), and eClinicalWorks, LLC (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

A. Agreements Affected by this Business Associate Agreement

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

Software License and Support Upfront Agreement
For Electronic Medical Records and Practice Management
Between
Southern Nevada Health District and eClinicalWorks
(C1800062)

And

Software License and Support Upfront Agreement
For Employee Health Electronic Medical Records and Practice Management
Between
Southern Nevada Health District and eClinicalWorks
(C1800068)

B. Definitions

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- a) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- b) “Protected Health Information” (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation “Electronic Protected Health Information” as defined below.
- c) “Electronic Protected Health Information” (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- d) “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- e) “Required by Law” has the same meaning as the term “required by law” in 45 CFR § 164.103.
- f) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

C. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- a. To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- b. To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- c. In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- d. All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- e. To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- f. Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- g. Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- h. To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- i. Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed “marketing” under the HIPAA Rules.

D. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- a. To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- b. To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- c. To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- d. To notify Covered Entity upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
 - i. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
 - ii. Business Associate shall provide Covered Entity with all required content of notification known to Business Associate pursuant to 45 CFR § 164.410 and 45 CFR § 164.404 within 15 business days of discovery of the Breach.
- e. For breaches determined to have resulted solely from the Business Associate actions and/or its subcontractors, Business Associate will pay the reasonable costs for any breach notifications required by law. Business Associate agrees to cooperate and collaborate with Covered Entity in mitigating any harmful effect that is known to Business Associate or its subcontractors, if any.
- f. All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery or via U.S. certified mail, postage prepaid thereon to Covered Entity at the address set forth below:

Andrew J. Glass
Director of Administration and Privacy Officer
280 S. Decatur Boulevard
Las Vegas, NV 89107

E. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- a. Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- c. Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.

- d. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

F. SPECIFIC USE AND DISCLOSURES

- a. HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of Covered Entity's PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- b. Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- c. At Covered Entity's Request, Business Associate agrees:
 - iii. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
 - iv. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

G. TERMINATION

- a. Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- b. If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
 - i. Give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
 - ii. Terminate this Agreement and the Service Agreement(s) immediately.
- c. This Agreement shall terminate in the event that the underlying relationship, functions or services that gives rise to the necessity of this Agreement are terminated for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect for applicable statute of limitations periods.
- d. Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
 - i. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
 - ii. Business Associate shall consult with Covered Entity as reasonably necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
 - iii. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

H. MISCELLANEOUS

- a. The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- b. Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.

- c. Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- d. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect shall survive the expiration or termination of this Agreement whether or not expressly stated.
- e. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- f. The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- g. This Agreement will be governed by the laws of the State of Nevada.
- h. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- i. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- j. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- k. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- l. This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
 Name: Andrew J. Glass, FACHE, MS
 Title: Director of Administration

By: _____
 Name:
 Title:

Date: _____

Date: _____

Exhibit F – Schedule of Milestones and Payments

	One-time Fee	Project Management	Installation	Business Analysis	Workflow deliverables	Enterprise Business Optimizer onsite	Enterprise Business Optimizer offsite	Data Migration	Onsite training	Care Planning Consultation	Interfaces	Total
	\$54,500	\$20,000	\$4,000	\$11,250	\$7,500	\$15,000	\$6,000	\$15,000	\$80,000	\$5,000	\$27,000	\$245,250
Phase 1. Initialization												
"One time Fee" (50% due at Agreement signing)	\$27,250											\$27,250
Discovery Call												\$0
Implementation Guides / Documentation		\$2,000										\$2,000
Phase 2. Planning												
Project Kick Off		\$2,000										\$2,000
Billing Discovery Call												\$0
Technical Kick Off Call												\$0
Interface Kick Off Call		\$2,000										\$2,000
Data Migration Call												\$0
HBI Kick Off Call						\$5,000	\$3,000					\$8,000
Workflow Analysis Team Intro												\$0
Staffing Plan												\$0
Implementation Plan												\$0
Configuration Management Plan												\$0

Technical Design Documentation												\$0
Interoperability Plan												\$0
Project timeline/schedule		\$2,000										\$2,000
Phase 3. Execution												
Clearinghouse Enrollment												\$0
Workflow Analysis & System Build												\$0
Practice Management Workflow Discovery				\$4,125								\$4,125
EHR Workflow Discovery				\$4,125								\$4,125
Requirements Gap Analysis				\$3,000								\$3,000
Functional Workflows					\$7,500	\$5,000						\$12,500
												\$0
eCW Hardware Specifications												
eCW Hardware Specifications												\$0
Install software & initial sample data in Test Environment			\$1,000									\$1,000
Install software & initial sample data in Production Environment			\$1,500									\$1,500
Network Check												\$0
Installation Check												\$0
Application installation on client machines												\$0
Fax server configuration & testing												\$0
Clearinghouse Configuration												\$0
Balance of "One time Fee" (50% due at software installation)	\$27,250											\$27,250
eCW 101 Training												
eCW 101 Training												\$0
Data Migration												
Data Migration Discovery								\$2,500				\$2,500
Data Migration Plan								\$5,000				\$5,000
Data Extraction												\$0
Initial Migration								\$2,500				\$2,500
Final Migration		\$2,000						\$5,000				\$7,000
Billing & Testing												
Billing Set Up												\$0
Clearinghouse & claims testing												\$0

Interface Scoping Discussion for ADT Outbound Interface												\$1,750	\$1,750
Interface acceptance/signoff for ADT Outbound Interface												\$1,750	\$1,750
Interface Scoping Discussion for Laboratory Interface												\$4,250	\$4,250
Interface acceptance/signoff for Laboratory Interface												\$4,250	\$4,250
Interface Scoping Discussion for Radiology Interface												\$2,500	\$2,500
Interface acceptance/signoff for Radiology Interface												\$2,500	\$2,500
General Ledger Module Services												\$10,000	\$10,000
HBI Consultation/Training (EBO Consultation)							\$5,000	\$3,000					\$8,000
Training Plan to include electronic training agendas, schedule, workbooks		\$2,000											\$2,000
Front Office Training		\$2,000							\$20,000				\$22,000
Mid Office Training									\$20,000				\$20,000
Provider Training		\$2,000							\$20,000				\$22,000
Administrative Training									\$20,000				\$20,000
Care Planning Consultation										\$5,000			\$5,000
Billing Training collections													\$0
Support Strategy													\$0
Post Go Live & Support													\$0
Front Office & Mid Office go live		\$2,000											\$2,000
Provider go live		\$2,000	\$1,500										\$3,500
Phase 4. Measurement & Feedback													
Post go live optimization													\$0

NOTE: Implementation steps may not necessarily occur in the order presented above. eClinicalWorks and Customer will mutually agree to dates for the various milestones.