

Altera Touchworks EHR Package for 2015 CEHRT Subscription Terms: This Section applies to Client's ordered Altera 2015 CEHRT Subscription ("**CEHRT 2015Service**"). This CEHRT 2015 Specific Terms applies to Client's ordered Altera 2015 CEHRT Subscription. In the event of a conflict between the Agreement, Client Order or these terms, these terms shall control over the conflicting provisions of the Agreement and/or Client Order.

*MU Providers.* "**MU Provider**" means a physician or osteopath who (a) is or was a Client contractor or employee, (b) at any time, enrolls to use the Altera supplied CEHRT 2015 Service reporting functionality ordered hereunder (c) and is licensed to use the Altera EHR software licensed to Client under the Agreement. Client may add additional MU Providers by signing an additional Client Order form and paying applicable fees. Client shall (1) use the CEHRT 2015 Service only with the Altera EHR software licensed to Client under the Agreement (collectively, the "**Altera CEHRT 2015Solution**"), (2) be currently purchasing support services for such Altera EHR solution(s).

*CEHRT 2015 Service Fees and Term.* The CEHRT 2015 Service fee is an annual recurring fee payable in advance for each contract year of the CEHRT 2015 Service term and includes Altera's standard implementation services. The initial term for the CEHRT 2015 Service is coterminous with the Initial Term of the Order. The parties will mutually agree on an implementation schedule for the CEHRT 2015 Service.

*HISP Service.* The CEHRT 2015 Service includes a HISP service component that enables Client to transmit patient care records from the Altera CEHRT 2015 Solution ("**HISP Service**"). Each Authorized User that transmits a patient care record using the HISP Service must have an associated direct address purchased from Altera (and properly implemented and used in accordance with Altera's instructions) ("**HISP Address**"). Before a direct address will be issued to an Authorized User, such Authorized User will be required to go through Altera's identity proofing process. This identity proofing process is set forth in the Provider Organization Trusted Agent Agreement set forth to Attachment 1 below (the "**Trust Agreement**"). Client shall comply with the terms of the Trust Agreement. Client must appoint an individual employee of Client as the Trusted Provider Agent contemplated by the Trust Agreement. Client's failure to submit the Trust Agreement to Altera as stated above will delay the HISP Service implementation until such documents are received. Notwithstanding the foregoing, Altera will invoice Client for the Altera CEHRT 2015 Solution as if Client submitted such documentation in accordance with this section. The MU Provider count for the CEHRT 2015 Service Client has purchased from Altera includes the same number of HISP Addresses for the duration of the CEHRT 2015 Service term (e.g., if Client has purchased 50 units of the CEHRT 2015 Service, that purchase includes 50 HISP Addresses). Each HISP Address is unique to each Authorized User. Client may purchase additional HISP Addresses from Altera by completing Altera's ordering process and by paying Altera's then-current fees unless otherwise mutually agreed. Client may also elect to de-activate an existing HISP Address and enable a new one for the remaining duration of the same term by paying Altera's then-applicable administrative fee and otherwise following Altera's instructions for deployment. Due to interoperability concerns, Client shall not integrate, interface, or otherwise use any other HISP service in connection with the CEHRT 2015 Service or the Altera CEHRT 2015 Solution without obtaining Altera's prior written approval, which may be subject to additional requirements from Altera. To the extent, HISP Services or a component incorporate Third Party Software or third party services, Client agrees that it will comply with any third party end user agreements. Altera is required by its HISP Provider, MedAllies, Inc. to pass-through certain terms (in addition to those included with any purchased equipment). These terms are available for review under the End User License Agreement section located at <https://www.alterahealth.com/legal/> and may be modified or amended from time to time, effective on the date that the amended version is posted to such website. By signing this Order, Client agrees to such posted terms.

*Other provisions.* Client acknowledges and agrees that, must procure and use a compatible, certified patient portal solution that meets the applicable certification requirements under the HITECH Act. Client may purchase a certified portal from Altera or a third party. The CEHRT 2015 Service is designed for the applicable Stage 3 Edition certification requirements under the HITECH Act. There may be additional updates provided to Client by Altera during the applicable support term for the corresponding Altera EHR solution, including those designed for use for later regulatory requirements and/or other applicable changes promulgated under the HITECH Act. Any such further updates may be subject to additional fees. For clarification, Altera has a fully paid-up, royalty free, and sublicensable license to copy, modify, and otherwise use data supplied by Client (including its MU Providers) in connection with performing the CEHRT 2015 Service for Client. Before delivery, Altera may substitute ordered items with reasonably comparable alternatives on substantially similar terms. After delivery, and at Altera's request, Client will replace any ordered items with a comparable substitute on substantially similar terms, provided there is no increase in any applicable license fees.

# Attachment 1 to CEHRT Specific Terms

## Provider Organization Trusted Agent Agreement

### Trust Agent Appointment

Provider Organization appoints the following as its trust agent ("Trust Agent"):

Name:

E-mail Address:

Phone:

### Registration Authority

The Electronic Healthcare Network Accreditation Committee accredited Registration Authority for this Trust Agent Agreement is: MedAllies, Inc.

Provider Organization hereby represents, agrees and warrants as follows:

#### 1. Trust Agent.

a. The person appointed above meets the requirements set forth herein to provide identity verification services by and through the Provider Organization, and on behalf of the registration authority contracted with Altera for each applicant who requests access to the Altera Community Direct Messaging ("ACDM") services (each, an "Applicant").

The Trust Agent shall: 1) be loyal and trustworthy and have high integrity; 2) be an employee of the Provider Organization or a member of Provider Organization's workforce within the meaning of 45 CFR 160.103; 3) be legally eligible to work in the United States; 4) be willing to participate in training with regard to the role of the Trust Agent in the identity proofing process; and 5) have a reasonable understanding of public key infrastructure principles and operations (Trust Agent may satisfy this last criteria by participating in the training referenced in subclause (4) of this paragraph after Provider Organization enters into this Agreement and designates such Trust Agent).

b. In the event the Trust Agent fails to meet the requirements in subsection 1(b) or ceases to be the Trust Agent, Provider Organization shall promptly appoint a replacement Trust Agent and shall execute a new version of this agreement and promptly submit it to Altera. In addition, Provider Organization shall promptly notify Altera of any change in the contact information of the Trust Agent.

c. Provider Organization will, at all times, require its Trust Agent to comply with the requirements set forth below before forwarding the name of any Applicant for ACDM access to Altera.

#### 2. Identity Proofing.

a. Provider Organizations shall use reasonable and prudent means to validate an Applicant's identity, and the Trust Agent's identity, in accordance with applicable laws, policies, rules, and regulations (collectively, the "Rules"), which currently includes obtaining proof of identify for employees or workforce members.

b. Applicants whose identity has been verified by Provider Organization prior to the effective date of this Provider Organization Trust Agent Agreement through an existing identity verification procedure that complies with the requirements above **do not require** further verification or identity proofing.

3. **Changes to Identity Proofing Requirements.** The identity proofing procedures shall be changed if required by the Rules, and may be changed upon the mutual agreement of the parties hereto. In the event any changes are required by the Rules, then, unless the deadlines imposed by the Rules require a shorter time period for compliance, Altera shall provide reasonable advance written notice, but at least ninety (90) days.

4. **Record Retention Requirements.** Provider Organization acknowledges and agrees that it is solely responsible for maintaining, and shall ensure that the Trust Agent maintains, records of the identity proofing process in accordance with the Rules.

#### 5. Reporting Requirements.

a. The Provider Organization shall ensure that the Trust Agent promptly delivers to Altera the names of all Applicants whose identity has been authenticated and verified in accordance with this Trust Agent Agreement (each, a "Registrant"), and to use reasonable precautions to secure such information during delivery to Altera. The name of each Registrant must be provided by the Trust Agent to Altera, and by Altera to the registration authority, before the Registrant will be provided access to the ACDM services.

b. Provider Organization acknowledges and agrees that it is solely responsible for ensuring that all information provided by it or the Trust Agent to Altera is provided in a timely manner and is accurate, current, and complete.

c. Provider Organization and Trust Agent shall immediately notify Altera and request that any given Registrant's identity verification be revoked if: (1) the Provider Organization or Trust Agent becomes aware that the Registrant's information provided to Altera is not, or is no longer, accurate or current (e.g., due to a name change); or (2) the Provider Organization or Trust Agent becomes aware that the Registrant is no longer employed by, associated with, authorized by, or affiliated with the Provider Organization.

Provider Organization Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

E-mail Address: