

SURESCRIPTS MEDICATION HISTORY ACUTE SERVICE

This document sets forth the terms for the Surescripts Medication History Acute Service (the “Surescripts Medication History Acute Service Terms”). The Surescripts Medication History Acute Service is designed to allow customers in the hospital setting to electronically access, in real time, a patient’s ambulatory medication history, including but not limited to, information from PBMs and retail pharmacies for the purpose of prescription medication reconciliation.

1. Description of the Service.

a. Medication History Profile Provision. Provision of a medication history profile for which Client shall utilize an HL7 ADT event to trigger a patient lookup in the MPI. If the patient is matched in the MPI, Surescripts will request patient medication history from Surescripts data sources and formats and send such profile based on information received from the Surescripts data sources for the matched patient in the HL7 ORU and/or RDS format.

b. Patient Visit/Treatment Event Services. Client shall not access these services except, in connection with and in conjunction with the treatment of a specific patient in conjunction with a patient event in the acute care setting.

2. Bed Count. The fees for the Surescripts Medication History Acute Service are based on the number of beds for Client at each Client hospital receiving services (each a “Participating Hospital”). The authority for determining the correct number of beds for each Participating Hospital shall be the website www.ahd.com (the “Bed Count Authority”). In the event that the Bed Count Authority ceases to be published, or Allscripts (or Surescripts) reasonably concludes that the Bed Count Authority is no longer providing the most accurate readily available means of establishing the number of beds per Participating Hospital, Allscripts shall designate and notify Client of another bed count source to be the new Bed Count Authority.

3. Monthly Report. Client shall deliver to Allscripts a monthly report within ten (10) days of the end of the month with the bed count for such month. “Monthly Report” means the report with a number of beds for all the Participating Hospitals as of the first day of the month to which the report relates. Allscripts may invoice Client for additional fees if the number of beds in the Monthly Report is above the baseline number of beds on which Client’s current fee for the services is based.

4. Audit. At its sole discretion but no more than twice without cause per any twelve (12) month period, Allscripts (and Surescripts) may audit past Monthly Reports that were delivered to Allscripts within the preceding thirty-six (36) months. For purposes of clarity, each audit in addition to the initial two (2) per year shall require a showing of cause. Allscripts (and Surescripts) may verify bed count information by referring to the Bed Count Authority, and it may verify the existence of Participating Hospitals by referring to its own records (or other reliable sources). Allscripts may invoice Client for additional fees to the extent of any undisputed discrepancy discovered by an audit.

5. Post-Termination Invoices. The obligation to pay and the obligations of Client regarding any audit conducted after the termination of Surescripts Medication History Acute Service shall survive such termination and the termination of the Agreement.
6. Limitations on Use. Client may only access the Surescripts Medication History Acute Services in a hospital or emergency department setting, and Client shall not request a medication history profile more than once for a patient's initial admission to the hospital or emergency department. For example, if a patient is admitted to a hospital from an emergency department and a medication history profile was already requested and received in the emergency department, then another medication history profile may not be requested for the hospital admission. If Client's use of the Surescripts Medication History Acute Services is not in compliance with section, then Allscripts may invoice Client for any non-compliant transactions on a transactional fee basis at then current rates.
7. Suspension. If Allscripts reasonably concludes that Client is using the Surescripts Medication History Acute Service in a manner not in compliance with the Agreement (including the Surescripts Medication History Acute Service Term), Allscripts will notify Client and provide Client with any available evidence of non-compliance. In the event that Client is using the Acute Medication History Services in a manner that is (i) a patient safety concern, (ii) a violation or potential violation of applicable law; or (iii) an unauthorized use of the Surescripts network, Allscripts may immediately with notice (which may be via email) and without any cure period disable such Client from continuing to use the Medication History Acute Services. In the event that Client is using the Surescripts Medication History Acute Service in a manner that is otherwise not in compliance with the terms of this Agreement (including the Surescripts Medication History Acute Service Term), Allscripts may disable the Client from continuing to use the Surescripts Acute Medication History Services if Client does not cure such non-compliance within two (2) days written notice. Upon Client's demonstration to Allscripts of curing the non-compliance, Allscripts may reinstate the Surescripts Medication History Acute Service for Client.
8. Surescripts Service Terms. Other terms in your agreement applicable to the Surescripts services also apply to the Surescripts Medication History Acute Service.