SERIAL 10037 RFP ELECTRONIC HEALTH RECORD (EHR) SYSTEM FOR HOMELESS

DATE OF LAST REVISION: December 17, 2015 CONTRACT END DATE: November 30, 2018

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ELECTRONIC HEALTH RECORD (EHR) SYSTEM FOR HOMELESS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 01, 2010.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/**at**
Attach

Copy to: Office of Procurement Services
Seema Sewell, Public Health Services

CONTRACT PURSUANT TO RFP

UNDER

THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SERIAL 10037-RFP

This Contract is entered into this 1st day of December, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and eClinicalWorks, a Massachusetts corporation ("Contractor") for the purchase of a electronic health records system.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of five (5) years, beginning on the 1st day of December, 2010 and ending the 30th day of November, ~~2015~~ **2018**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A, A-1."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number

- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B-F”, or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

6.2.13.3 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 WARRANTY OF SERVICES:

The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

LIMITATION OF LIABILITY. CONTRACATOR'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. CONTRACTOR 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 CONTRACTOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

6.4 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency

Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

eClinicalWorks
Attn: Sameer Bhat, Vice President, Sales
112 Turnpike Road
Westborough, MA 01581

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be

delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.13.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.13.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.25 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 CHANGES-FIXED-PRICE:

6.27.1 The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

6.27.1.1 Drawings, designs, or specification when the supplies to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications.

6.27.1.2 Method of shipment or packing.

6.27.1.3 Place of delivery.

6.27.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not change by the order, the Procurement Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

6.27.3 The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract.

6.27.4 If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.

6.27.5 Failure to agree to any adjustment shall be a dispute under the Disputes provision. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

6.28 SUSPENSION OF WORK:

6.28.1 The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County.

6.28.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this Contract, or (2) by the Procurement Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault of negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

6.28.3 A claim under this provision shall not be allowed:

6.28.3.1 For any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

6.28.3.2 Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.29 DISPUTES:

6.29.1 This Contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

6.29.2 Except as provided in the Act, all disputes arising under or relating to this Contract shall be resolved under this provision.

6.29.3 "Claim," as used in this provision, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this provision, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

6.29.4 A claim by the Contractor shall be made in writing and, unless otherwise stated in this Contract, submitted within 6 years after accrual of the claim to the Procurement Officer for a written decision. A claim by the County against the Contractor shall be subject to a written decision by the Procurement Officer.

6.29.4.1 The Contractor shall provide the certification specified in paragraph 6.27.4 of this provision when submitting any claim exceeding $100,000.

6.29.4.2 The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

6.29.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

6.29.4.4 The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

6.29.5 For Contractor claims of $100,000 or less, the Procurement Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Procurement Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

6.29.6 The Procurement Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

6.29.7 If the claim by the Contractor is submitted to the Procurement Officer of a claim by the County is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Procurement Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

6.29.8 The County shall pay interest on the amount found due and unpaid from (1) the date that the Procurement Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims

having defective certification, as defined in FAR 33.201, interest shall be paid from the date that the Procurement Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Procurement Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

6.29.9 The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer.

6.30 EQUAL OPPORTUNIT AND EXECUTIVE ORDER 11246:

6.30.1 *Definition*. "United States," as used in this provision, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

6.30.2 If, during any 12-month period (including the 12 months preceding the award of this Contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs 6.28.2.1 through 6.28.2.11 of this provision, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this provision.

6.30.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of tis provision for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

6.30.2.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-

6.30.2.2.1 Employment;

6.30.2.2.2 Upgrading;

6.30.2.2.3 Demotion;

6.30.2.2.4 Transfer;

6.30.2.2.5 Recruitment or recruitment advertising;

6.30.2.2.6 Layoff or termination;

6.30.2.2.7 Rates of pay or other forms of compensation; and

6.30.2.2.8 Selection for training, including apprenticeship.

6.30.2.3 The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Procurement Officer that explain this provision.

6.30.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, or national origin.

6.30.2.5 The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Procurement Officer advising the labor union or workers' representative of the Contractor's commitments under this provision, and post copies of the notice in conspicuous places available to employees and applicants for employment.

6.30.2.6 The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

6.30.2.7 The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

6.30.2.8 The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

6.30.2.9 If the OFCCP determines that the Contractor is not in compliance with this provision or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provide by law.

6.30.2.10 The Contractor shall include the terms and conditions of paragraphs 6.28.2.1 through 6.28.2.11 of this provision in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

6.30.2.11 The Contractor shall take such action with respect to any subcontract or purchase order as the Procurement Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.30.3 Notwithstanding any other provision in this Contract, disputes relative to tis provision will be governed by the procedures in 41 CFR 60-1.1.

6.31 ANTI-KICKBACK PROCEDURES:

6.31.1 Definitions.

6.31.1.1 "Kickback," as used in this provision, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract, or in connection with a subcontract relating to a prime contract.

6.31.1.2 "Person," as used in this provision means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

6.31.1.3 "Prime contract," as used in this provision, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

6.31.1.4 "Prime Contractor," as used in this provision, means a person who has entered into a prime contract with the United States.

6.31.1.5 "Prime Contractor employee," as used in this provision, means any officer, partner, employee, or agent of a prime Contractor.

6.31.1.6 "Subcontract," as used in this provision, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

6.31.1.7 "Subcontractor," as used in this provision, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract, or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

6.31.1.8 "Subcontractor employee," as used in the provision, means any officer, partner, employee, or agent of a subcontractor.

6.31.2 The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-

6.31.2.1 Providing or attempting to provide or offering to provide any kickback;

6.31.2.2 Soliciting, accepting, or attempting to accept any kickback; or

6.31.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States of in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.31.3 Procedures.

6.31.3.1 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph 6.29.2 of this provision in its own operations and direct business relationships.

6.31.3.2 When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.29.2 of this provision may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting

agency if the agency does not have an inspector general, or the Department of Justice.

6.31.3.3 The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph 6.29.2 of this provision.

6.31.3.4 The Procurement Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Procurement Officer may order that monies withheld under subdivision (ii) of this provision be paid over to the Government unless the Government has already offset those monies under subdivision (i) of this provision. In either case, the Prime Contractor shall notify the Procurement Officer when the monies are withheld.

6.31.3.5 The Contractor agrees to incorporate the substance of this provision, including this paragraph 6.29.2 but, excepting paragraph 6.29.3.1, in all subcontracts under this Contract which exceed $100,000.

6.32 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION:

6.32.1 *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ timer the basic rate of pay for each hour worked over 40 hours.

6.32.2 *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph 6.30.1 of this provision. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Procurement Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

6.32.3 *Withholding for unpaid wages and liquidated damages.* The Procurement Officer will withhold from payments due under the contract sufficient funds required to satisfy and Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Procurement Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

6.32.4 *Payrolls and basic records.*

6.32.4.1 The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

6.32.4.2 The Contractor and it subcontractors shall allow authorized representatives of the Procurement Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph 6.30.4.1 of this provision. The Contractor or subcontractor also shall allow authorized representatives of the Procurement

Officer or Department of Labor to interview employees in the workplace during working hours.

6.32.5 *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs 6.30.1 through 6.30.4 of this provision in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by and subcontractor or lower tier subcontractor with the provisions set forth in paragraphs 6.30.1 through 6.30 .4 of this provision.

6.33 DAVIS-BACON ACT: (Use when David-Bacon Wage Determination is required.)

6.33.1 All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborer or mechanics, subject to the provisions of paragraph 6.30.4 of this provision; also, regular contributions made or costs incurred for more than a weekly period (but less often than quarterly) under plan, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the provision entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 6.31.2.2 of this provision) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

6.33.2 Classifications.

6.33.2.1 The Procurement Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Procurement Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

6.34.1.1.1 The work to be performed by the classification requested is not performed by a classification in the wage determination.

6.34.2.1.2 The classification is utilized in the area by the construction industry.

6.34.2.1.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6.33.2.2 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Procurement Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Procurement Officer to the Administrator of the: Wage and Hour Division,

Employment Standard Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Procurement Officer or will notify the Procurement Officer within the 30-day period that additional time is necessary.

6.33.2.3 In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Procurement Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Procurement Officer shall refer the questions, including the views of all interested parties and the recommendation of the Procurement Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Procurement Officer or will notify the Procurement Officer within the 30-day period that additional time is necessary.

6.33.2.4 The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs 6.31.2.2 and 6.31.2.3 of this provision shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

6.33.3 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

6.33.4 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

6.35 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:

6.35.1 The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

6.35.2 The Contractor shall include the substance of the provision including this paragraph 6.35.2 in all subcontracts.

6.36 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.37 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.38 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.39 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.39.1 Exhibit A, Pricing;

6.39.2 Exhibit B, Scope of Work;

6.39.3 Exhibit C, Additional Terms and Conditions;

6.39.4 Exhibit D, Materials Management Contractor Travel and Per Diem Policy;

6.39.5 Exhibit E, Business Requirements Matrix; and

6.39.6 Exhibit F, Service Levels and Service Credits

6.40 AMERICAN RECOVERY AND REIVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009)

6.40.1 *Definitions*. As used in the provision -

6.40.1.1 "Contract", as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 301, *et seq*. For discussion of various types of contracts, see FAR Part 16.

6.40.1.2 "First-tier subcontract" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

6.40.1.3 "Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

6.40.1.4 "Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time

employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

6.40.1.5 "Total compensation" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402©(2)):

6.40.1.5.1 *Salary and bonus.*

6.40.1.5.2 *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

6.40.1.5.3 *Earnings for services under non-equity incentive plans*. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

6.40.1.5.4 *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

6.40.1.5.5 *Above-market earnings on deferred compensation which is not tax-qualified.*

6.40.1.5.6 *Other compensation*. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

6.40.2 This Contract requires the Contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512© of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

6.40.3 Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due n later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

6.40.4 The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

6.40.4.1 The Government contract and order number, as applicable.

6.40.4.2 The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the Government's on-line reporting tool.

6.40.4.3 A list of significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

6.40.4.4 Program or project title, if any.

6.40.4.5 A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

6.40.4.6 An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). Tis covers the contract (or portion thereof) funded by the Recovery Act.

6.40.4.7 A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide -

6.40.4.7.1 A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

6.40.4.7.2 An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

6.40.4.8 Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if-

6.40.4.8.1 In the Contractor's preceding fiscal year, the Contractor received-

- 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

6.40.4.8.2 The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

6.40.4.9 For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

6.40.4.10 For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over $25,000 and not subject to reporting under section 6.40.4.9, the Contractor shall require the subcontractor to provide the information described in (6.40.4.10.1), (6.40.4.10.9), (6.40.4.10.10), and (6.40.4.10.11) below to the Contractor for the purposes of the quarterly report. The Contractor advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

6.40.4.10.1 Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

6.40.4.10.2 Name of the subcontractor.

6.40.4.10.3 Amount of the subcontract award.

6.40.4.10.4 Date of the subcontract award.

6.40.4.10.5 The applicable North American Industry Classification System (NAICS) code.

6.40.4.10.6 Funding agency.

6.40.4.10.7 A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

6.40.4.10.8 Subcontract number (the contract number assigned by the prime contractor).

6.40.4.10.9 Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

6.40.4.10.10 Subcontract primary performance location including street address, city, state, and county. Also include the nine-digit zip code and congressional district if applicable.

6.40.4.10.11 Names and total compensation of each of the subcontractor's five most highly compensated officers, for calendar year in which the subcontract is awarded if-

- In the subcontractor's preceding fiscal year, the subcontractor received-
  - 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - $25,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
- The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

6.41 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.42 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

AUTHORIZED SIGNATURE

SAMEET BHAT, V.P. Sales

PRINTED NAME AND TITLE

112, Turnpike Rd

ADDRESS

12/9/2010

DATE

MARICOPA COUNTY:

CHAIRMAN, BOARD OF SUPERVISORS

DEC 16 2010

DATE

ATTESTED:

CLERK OF THE BOARD 120110

DEC 16 2010

DATE

APPROVED AS TO FORM

LEGAL COUNSEL

Dec 15 2010

DATE

EXHIBIT A
PRICING

SERIAL 10037-RFP
NIGP CODE: 92007

RESPONDENT'S NAME:	eClinicalWorks
COUNTY VENDOR NUMBER :	2011000063
ADDRESS:	112 Turnpike Road
	Westborough, MA 01581
P.O. ADDRESS:	
TELEPHONE NUMBER:	(508) 836-2700
FACSIMILE NUMBER:	(508) 836-4466
WEB SITE:	www.eclinicalworks.com
CONTACT (REPRESENTATIVE):	Stepanie Looney
REPRESENTATIVE'S E-MAIL ADDRESS:	stepanie.l@eclinicalworks.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[X]	%

PAYMENT TERMS:

NET 30 DAYS

Note: eClinicalWorks will give a 5% discount for the total monthly fee if the first 5 years are Purchased & Paid upfront after go-live date.

However, if at any time during the term of the contract the County opts out of the hosting agreement a pro rated credit will be issued for the balance of the payment.

1.0 PRICING

Practice must have a minimum of one full time provider.

Locations (2)	HCH	1645 E. Roosevelt
Number of Full Time Providers	4	6
Number of Part Time Providers	3	6
Total Named Providers	7	12
Number of Full Time Equivalents	5.5	9

Options	**Package 4____**		**Package 4____**	
Package	**EMR & PM Plus Package***		**EMR & PM Plus Package***	
Electronic Medical Records (EMR)	√		√	
Practice Management (PM)	√		√	

ECLINICALWORKS, 112 TURNPIKE ROAD, WESTBOROUGH, MA 01581

Hosting	√		√	
eClinicalMessenger® (per call fee below will apply)	√		√	
eRX	√		√	
EBO Viewer	√		√	
eClinicalMobile®	√		√	
Patient Portal	√		√	
eClinicalWorks P2P	√		√	
One time license fee**	**$32,500**		**$45,000**	
Cost per month per Full Time Equivalent***	**$305**		**$305**	
Tax is not included. Each additional FTE is $5,000. Payable per section 6.4 (Eff. 2-15-11)**				
*If customer selects Package 4 customer allows eClinicalWeb to have contextual advertisements and services on Patient Portal, eClinicalWorks P2P and eClinicalMobile. Please see additional terms in Exhibit C-1 section 3.8.				
***Monthly fee does not include the per call fee for eClinicalMessenger. This fee is based on volume. 0 – 1000 calls per month $0.15/message and 1000(+) calls per month $0.10/message.				
***Ongoing fees to be billed monthly per above payment terms based on acceptance of the system per section 6.4. Each additional FTE is $305 per month.				
Note: All hosting for items above to be done by eClinicalWeb® per eClinicalWeb Hosting Agreement in Exhibit C-1.				
Implementation Services	**EMR & PM Plus Package (Days) (Eff. 2-15-11)**		**EMR & PM Plus Package (Days) (Eff. 2-15-11)**	
Installation	1		2	
Project Management	2		3	
Business Analysis Site Survey	2		2	
Business Analysis/ Workflow Deliverables	3		3	
Onsite Training	20		25	
eClinicalMobile, Patient Portal, eClinicalWorks P2P Setup	2		3	
One time implementation fees***	~~$28,500~~ **$23,500 (Eff. 2-15-11)**		~~$35,750~~ **$29,500 (Eff. 2-15-11)**	Not to exceed
***Airfare and per diem is not included. Payable based on Exhibit D				
****Training days listed assumes eCW to perform all training. Option to certify own eCW trainer is listed in Exhibit A-1. Number of training days can be adjusted if customer has an eCW Certified Trainer				
Note: Payment shall be based on agreed upon measurable deliverables between both parties. The final implementation payment shall be payable 30 days after acceptance of the system per section 6.4.				

EXHIBIT A-1

Pricing Options

Data Migration

$750 per day. Estimated 4 days for patient demographics, insurance and future appointment. **CUSTOMER IS RESPONSIBLE FOR PROVIDING DATA. ECW WILL ASSIST IN THE PROCESS IF REQUIRED.**	

Clearinghouse: Please choose one of the options below. If customer chooses a payor/clearinghouse not listed below additional fees for interface and maintenance will apply. Note: This only applies to the Healthcare for the Homeless (HCH) location.

Navicure - $79 per named provider per month (Navicure to bill Customer) Unlimited non-integrated 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"	

Patient Education - Customer may attach their own current patient education material to eCW at no charge. If customer requires patient education material then below is a recommended option available through eCW.

Krames patient handouts for Medical Conditions. $7 per month per named provider. (to be billed quarterly)	

Other Options

Code Correct

$6.00 per month per named provider (to be billed quarterly)	

Knowledge Pro - Applicable only if practice selects to use Code Correction Option above.

$15 per month per user (to be billed quarterly)	

Enterprise Business Optimizer.

Onetime License Fee: $500 per provider onetime fee after discount Annual Maintenance: $50 per provider per year maintenance Install: $500 Business Intelligence (BI) Implementation: • An eCW BI consultant will be assigned to your account in order to understand and analyze the business requirements/objectives. Understanding this through implementation will allow the BI consultant to provide a crosswalk between the objectives and eClinicalworks' standard report catalog. • Implementation services will include a 4-day onsite session that will include both training and consultation. This session will occur after Go Live and will educate your staff on Report Customization and both Design Studios. • Help create efficient workflow design in conjunction with other eCW implementation teams in order to maximize productivity and report usage. Provide supporting documentation in order to make an easy transition to a robust Business Intelligence Software. • Make Revenue Cycle Management more insightful with managerial dashboards, lag trends and denial tracking. • $5,000 plus airfare.	

eCW 101

This 5 day training to give clients a better understanding of the ECW software early in their implementation to better prepare them for the rest of their implementation. Number of Users Cost 4 – 6 Users $5,000 or 7 – 10 Users $6,250. Training to happen at the client's site, the client is responsible for the trainer's expenses and Airfare per Exhibit D.	

Training Certification

This program leaves the users with knowledge of functionality of the EMR eClinicalWorks software. The desired outcome is for the user to become a certified eCW trainer. The course consists of 5 week training class at eClinicalWorks Headquarters for EMR&PM or 3 week training class at eClinicalWorks Headquarters for EMR only, 1 week self study and webinars, and a 2 week long shadow trainings. User must pass a test to become certified. Cost $7000 per person with a $ 200.00 materials charge per class for EMR & PM or $4,500 per person for EMR Only. Client is responsible for their own travel expenses. Annual recertification required.	

Test/Training Server Hosting Fee

Customer can host test server locally or have eCW provide hosting service for Test Server. If Customer decides to have eCW host Test Server. eCW Test Server Hosting Fee $600 per month per server **Data Base Development $750 per day (Effective 10-01-12)**	

Interface Cost

Practice Management - $5,000 onetime fee with 18% annual maintenance fee Lab Interface $3,500 for uni-directional interface with 18% annual maintenance fee $5,000 for bi-directional interface. with 18% annual maintenance fee **Quest/Labcorp** As long as the reference lab agrees to cover the cost of interface no amount will be billed to customer. In the event that the reference lab does not cover the costs, Vendor will invoice the customer.	

Smartphone Integration

Total Subscription fee after discount $25 per user per month. Payment of $250 is due upon installation per database. (Eff. 2-15-11)	

eCW Digital Faxing Option (Eff. 04-09-12)

Minimum $40.00 per month for one outgoing line. This covers 500 faxes or 1000 pages whichever comes first. After that point every fax will be a minimum of $.08 per fax which covers the first two pages. Each additional page beyond that in a fax is $.04 per page. Assigned fax number will be local to Andover, MA. However, long distance faxes will not be charged extra. No charge for incoming faxes assigned to this line.EMR Version Required: 8.0+ ***If you are not on this version, please log a support request to be enabled and perform the auto-upgrade. If you are a SAAS client, please log a support request to schedule the upgrade.** • **Installation is approximately 4-6 weeks.**
• **Windows XP Professional with 1GB RAM**
• **eClinicalWorks will charge a onetime fee of $750 for configuration for one fax gateway.**
• **Recurring payments will begin upon installation and will be billed on an annual/quarterly or monthly basis as per original contract.**

eCW Kiosk (Eff. 01-09-13)

$25 per month per provider (4)
Recurring payments will be billed upon installation and will be billed on an annual/quarterly or monthly basis as per original contract.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

Maricopa County Healthcare for the Homeless (HCH) requires an electronic health record (EHR) system in an effort to identify a Contractor for providing these services and implementing a fully integrated system solution that meets the Certification Commission for Healthcare Information Technology (CCHIT) guidelines and fits the clinic's operations and its served population.

HCH is seeking to purchase a comprehensive system that will collect data and manage patient information, allow for patient scheduling, maintain an electronic medical record and provide for administrative functions as outlined in Exhibit E. It is seeking a system that is scalable and flexible enough to meet program goals and expected expansion for the next five years.

The chosen EHR must have the capability to fully support collection of the Uniform Data Set (UDS) reporting required by the federal government. The selected system must be a compliant with all HIPAA regulations. The chosen system must be installed and in full use for the clinic no later than **June 28, 2011.**

2.0 SCOPE OF WORK:

The EHR solution to be delivered by the Contractor will include, at a minimum, the functionalities listed below as 'core modules,' specifically.

- Clinical notes (medical history, problem list, SOAP notes)
- E-Prescribing (medication list, allergies, interactions, AHCCCS and other managed care formularies, refills)
- E-Referrals (Continuity of Care Record (CCR) export and import, attachments)
- Interfaces with laboratory, radiology, hospital, and other mutually determined key service providers
- Standard and ad-hoc reporting modules (national and local measures)
- Practice management (integrated financial and administrative modules)
- Data transfer from the current practice management systems
- Arizona AHCCCS Health plan eligibility inquiry
- Patient portal

eCW Response:

eClinicalWorks will comply with the Scope of Work outlined in Serial 10037-RFP.

2.1 DESIRED GOALS/INTENTIONS:

The purpose of this project is for HCH to convert from a paper-based medical record to a chartless integrated EHR. The system will include supporting software modules, technology, and interfaces as identified.

2.1.1 The EHR will be implemented for all of the HCH data interfaces and other approved sites. It is expected that because this contract calls for a hosted solution, the Contractor will provide all equipment, supplies, and labor within the scope of this solicitation.

2.1.2 The County expects that the EHR will reduce HCH cost of care while improving health care outcomes, as measured by the following criteria.

2.1.2.1 Health care staff will have pertinent healthcare management data readily available to optimize patient care.

2.1.2.2 Health care staff will use resources more efficiently and make better health care decisions due to reduction in the amount of time required to locate a patient's health care data.

2.1.2.3 The EHR will standardize charting practices and improve patient health care documentation.

2.1.2.4 HHC will manage health care information more efficiently and improve compliance with laws governing medical records management.

eCW Response:

eClinicalWorks will comply with desired goals/intentions listed in Serial 10037-RFP.

eClinicalWorks is proposing our SaaS EMR/PM solution. SaaS is an acronym for Software as a Service. SaaS is a services model that delivers a low-cost way for businesses to obtain the same benefits of a commercially licensed, internally operated software without the associated complexity and high initial and ongoing costs. Services are managed from central locations rather than at each customer's site, enabling customers to access applications remotely via the Web. eClinicalWorks, as a true SaaS provider can offer better, more reliable, and less expensive applications than companies can themselves.

Because eClinicalWorks® is a web-based application, it can be delivered in a "Software as a Service" (SaaS) model. eClinicalWorks hosts and operates its application for use by its customers over the Internet in nine geographically diverse, secure SAS 70, co-location data centers located throughout the country.

2.2 IMPLEMENTATION PLAN:

Provide a detailed Implementation Plan that models a general standard practice or clinic implementation. Please include the following:

2.2.1 Task Level Information: The plan must include all activities necessary for a successful project at multiple levels - primary activity, task level, and subtasks levels as needed.

Identification of All Resources: The plan must clearly identify all Contractor (including subcontractors), subscriber, and other resources required to successfully complete the project. The Contractor must provide job descriptions and the number of personnel to be assigned for all Implementation activities - needs assessment, design, build/configuration, testing, training, procedure development, conversion to production use, and ongoing operations.

eCW Response:

eClinicalWorks offers the following implementation plan based on the needs of a standard practice or clinic.

Week 1:

- **Schedule Kick-Off Call** - Your project manager will contact you to schedule a Kick-Off Call. Immediately after, you will receive a follow-up welcome email (including the Implementation Guide, Technical Guide, hardware requirements and Analog Fax Solutions).
- **Perform Kick-Off Call** – A Kick-Off Call will be performed by your project manager (and additional support, as needed). He/she will help you to make choices with integration features and provide milestone dates as part of the Implementation timeline. Shortly after, you will receive any required documentation as a follow-up to the Kick-Off Call

Week 2:

- **Billing Discovery Call -** During this call, your billing manager will answer a series of questions to inform eCW about your billing processes.
- **Clearinghouse Enrollment, Data Migration and Lab Interface** – The clearinghouse enrollment, data migration and lab interface processes begin and continue through implementation. *Data Migration and Lab Interface are optional.*

Weeks 2-6:

- **Hardware Approval** – Provide hardware specifications to eClinicalWorks for review and approval.
- **Return IT Inventory & Checklist** – Complete and return the IT Inventory & Checklist from the Technical Guide.
- **Attend System Setup Spreadsheet Training** – During this call, a billing specialist will assist you on providing your practice's billing information on the System Setup Spreadsheet (SSS); required for billing data.

Weeks 5-7:

- **Network Check** – An installation specialist will remotely connect to your network to ensure that it meets the specifications for the installation of the eClinicalWorks application. Setup files will be downloaded at this time.

Weeks 9-12:

- **Application Installation** – An installation specialist will remotely connect to your network to install the eClinicalWorks application and other integration features onto your server, configure the workstations and install the fax server.
- **Initial Data Migration** – A data migration specialist will remotely connect and load your System Setup Spreadsheet and perform an initial migration of your patient and appointment data.

Weeks 10-11:

- **Attend Billing & System Setup Training** – Once your data is loaded into eClinicalWorks, a billing training specialist will work with you to ensure that the billing and system information is set-up correctly.
- **Attend EMR Build Sessions** – Prior to your onsite training, an EMR build training specialist will guide you in getting started with customizing your EMR system.

  Final Data Migration – Perform a final migration of patient and appointment data, if required.

Weeks 12-14: Onsite Training and Go-Live

Weeks 12-16: Attend mandatory billing follow-up trainings

Weeks 22-28: Lab interface completion

At the task level, eClinicalWorks implementation plan includes the following:

1. The Implementation Process begins when eClinicalWorks receives the signed contract from the client. At that time, an eClinicalWorks Project Team will be assigned to your account and the eCW Project Manager will contact you to begin planning the implementation in detail. Issues to consider at this time are: workflow analysis, IT requirements, interface requirements, data migration, system architecture, training, and Go-Live. Special requirements and custom features are discussed in detail at this time as well.

2. A Project Plan is developed and provided to the practice team for review and approval. The proposed Project Implementation Schedule is reviewed and discussed, and various "roll-out" approaches are evaluated.

3. The Training Plan is customized to fit the Project Timeline and the implementation strategy that is agreed upon.

4. On-site workflow analyses are done by members of the eCW Project Team to understand the current clinical workflows, assess IT needs (hardware/devices/interfaces, etc.), and recommend strategies for smoothly transitioning to a paperless EHR.

5. A variety of activities are now occurring: data migration, practice hardware deployment, design documentation is finalized, network checks are performed, the application is installed, interfaces are defined and installed, and user training sessions are occurring.

6. Go-Live with eCW

7. Post-Implementation Support is determined based on specific needs of the practice users and issues that have surfaced during the Go-Live period.

8. For 12-16 weeks post Go Live, the account is handled by a Strategic Account Manager who coordinates every facet of customer support required. Once the practice is fully operational on eClinicalWorks, the Strategic Account Manager will transition the client to eCW customer support.

9. Customer support is available Monday-Friday, 8:00 AM - 8:00 PM, EST, excluding holidays.

On-line support at the *My eClinicalWorks* (https://my.eclinicalworks.com) is available 24 hours a day.

eCW Response:

The proposed eCW implementation team is listed below.

Project Manager

- Syracuse University - MS, Information Management
- eClinicalWorks – Systems Analyst / Implementation Manager; currently the Implementation Manager for the New York City Dept. of Health and Mental Hygiene's implementation of eCW at the Riker's Island Prison Complex.
- General Electric – Global Supply Chain Management – Co-Op

Business Flow Analyst

- University of Massachusetts, Lowell – BS, Electrical Engineering
- eClinicalWorks – Business Flow Engineer; major clients – Caritas Christi Physician Network, St. Luke's Regional Hospital, Coastal Medical
- SkyScape, Inc. – Build Engineer, Quality Engineer, Sales Engineer

Technical Architect

- University of Massachusetts, Lowell – BA, Philosophy/Psychology; Certified IBM Systems Expert; Microsoft Certified Systems Engineer; Certified Lotus Professional
- eClinicalWorks – Director, Hosting Services, responsible for directing all IT service offerings, both internal IT and externally hosted services
- Petro Vantage/Aspen Technology – IT Manager/IT Architect

Technical Software Consultant

- Syracuse University, School of Information Studies – Masters of Science in Information Management
- University of Mumbai - Bachelor of Engineering in Computer Engineering
- eClinicalWorks – Software Consultant involved in NYC Department of Corrections project.

Training Lead:

- University of Massachusetts, Lowell – BS, Electrical Engineering
- eClinicalWorks – Technical Trainer/Senior Trainer; Family Health Services of MN, Oregon State University, Saltzer Medical Group
- Cybersoftec – Business Analyst

Note: eClinicalWorks reserves the right to assign team members based on availability and schedule requirements.

eCW Response:

For a typical implementation, eClinicalWorks recommends the following customer personnel. These roles and responsibilities and personnel numbers are estimates and may vary based on the size of the practice.

STAFF CATEGORY	FTEs REQUIRED FOR IMPLEMENTATION ACTIVITIES		
	eClinicalWorks EMR	eClinicalWorks PMS	eEHX
Sponsor Project Director Project Manager	This is the core Project Team		
Other Management	Clinical Leads, Billing Specialists, Office Managers		
Applications Programmer/Analyst	In-house Applications Programmer/Analyst recommended for a project of this size		
User Analyst/Participants	Users of the system: Front Office: Patient Registration and Scheduling Mid-Office: Physicians, Nurse Practitioners, Physician's Assistants, Nurses, etc. who provide direct patient care Back Office: Billing, Claims Processing ,Check-Out Office manager/System Administrator: Recommended for each practice (See Other for responsibilities)		
Systems Programmer	Not necessary if there is an Applications Programmer/Analyst of staff		
System Engineer/ Administrator	An in-house System Engineer is recommended for a project of this size		
Citrix Engineer	Required if running in a Citrix environment with VPN routers, etc.		
Desktop Technician	In-house hardware & peripherals technician recommended for a project of this size		
Trainer	Enterprise may choose to elect "Super Users" to function as internal trainers for phased implementations		
Interface Analyst	Based on the number and complexity of the interfaces required for projects of this magnitude, eClinicalWorks recommends that the client employ an in-house Interface Analyst		
Network Manager	Recommended for eEHX deployments; can be the System Administrator		

Other (specify)
One (or more) Super Users who have been fully trained in eCW and can be available as a resource to the affiliated practices
• System Administrator in each practice (can be the Office Manager)
  • Is authorized to manage the system security settings and monitor network issues
  • Can oversee the remote deployment of system upgrades to all workstations
  • Can monitor the internal modifications being made to the system (templates, pick lists, etc.)
  • Can schedule various jobs for optimum system performance, i.e., running reports, batch claims, system back-ups, etc.			

eCW Response:

eClinicalWorks does not provide or service computer and network hardware. Maricopa County will need to coordinate with a hardware supplier and any associated resources to install system hardware, if required. eClinicalWorks can provide a turnkey solution through its business relationship with Dell. However, clients are free to choose the hardware supplier of their liking.

2.3 IMPLEMENTATION SERVICES:

2.3.1 Describe standard implementation services that are included in your SOW.

2.3.1.1 Specify the standard implementation services that are included in your offer.

eCW Response:

eClinicalWorks provides the following implementation services to its clients:

- Program Management
- Installation
- Interface design, test, and installation – as needed
- Data migration – as needed
- Training
- Customer Support
- Documentation
- Professional Services – as needed

2.3.1.2 Specify the roles, experience, and qualifications you recommend for each practice team.

eCW Response:

Please refer to above chart for roles and responsibilities of practice team members. Qualifications for practice staff include a level of computer literacy that will allow users to easily operate eClinicalWorks software. eClinicalWorks can offer a staff member computer literacy assessment and perform a practice implementation Readiness Assessment from a planning, budgetary, and staff perspective

2.3.1.3 Specify the tools and/or services you offer subscribers for current workflow analysis and redesign using your EHR.

eCW Response:

In an ongoing effort to provide “best in class” service to new and existing customers, eClinicalWorks now offers a variety of professional services that are designed to ensure a smooth transition to the eCW Unified EMR/PM Solution and facilitate optimal system utilization.
A Business Analyst will assist the practice from the initial planning phases through training and Go Live. Post-Implementation services are also available for existing customers.

Major areas for review are:

- Logistics of laptops, tablet PC, and peripherals
- Database structure
- Workflow design
- Training requirements
- Set up of test and production servers
- Reporting requirements and report generation

Existing customers can benefit from eCW Professional Services after implementation, particularly those practices or groups who have fifteen or more providers or who are experiencing growth, either by adding more providers or expanding to additional locations. eCW Professional Services provides a way for existing customers to re-evaluate their EMR/PM workflow with the goal of improved office efficiency and maximum use of the EMR/PM system's features and capabilities. Professional Services for existing customers includes:

- Site Survey to assess the current clinical infrastructure
- Workflow assessment and recommendations for improved workflow
- Clinical content development
- Identification of under-utilized features in eCW that will lead to greater efficiency
- Review of system features, reporting capabilities, interfaces, etc. to ensure the EMR/PM system is being used to the fullest
- Identify and plan for areas of internal growth, i.e., bringing labs and testing in-house, adding new interfaces, etc.
- Identify areas where additional training would be beneficial

New customers can benefit from eCW's Professional Services during the initial planning of the transition from legacy or paper-based systems to the eCW Unified EMR/PM Solution. The most critical factor in the success of an EMR implementation is advance planning; eCW can provide expert planning assistance to ensure a smooth transition and optimal use of the EMR/PM system from Day One. Business Analysis

Services for new customers consists of:

- Assistance with hardware purchase and set-up
- Site Survey for assessment of the current clinical environment and recommendations for optimal office set-up to facilitate EMR workflow
- Redesign of office workflows
- Plan all aspects of conversion from paper to electronic charts
- EMR configuration for security access settings and all user, provider, and facility settings
- Customized training strategies for all system users in the practice
- Definition of reporting requirements
- Post Go Live assessment and re-evaluation

2.3.1.4 Specify tools and/or services you offer subscribers for identifying and resolving site network and infrastructure needs.

eCW Response:

eClinicalWorks is hardware neutral and performs well on most industry-standard hardware platforms. eCW can provide hardware and network equipment through its business relationship with Dell. Practices are under no obligation to purchase their hardware and network equipment through eCW or Dell, however. eClinicalWorks can assist the practice with a preliminary determination of hardware that will be required for an implementation of eClinicalWorks but is not responsible for the final procurement, installation, test, and support of hardware.

2.3.1.5 Specify the level of system design and build that is required from the subscriber (e.g.: menus, user security, order and documentation templates, code set/dictionaries, alerts).

eCW Response:

eClinicalWorks does not require system design/build from Maricopa County HCH. Menus, user security, order and documentation templates, code set/dictionaries, alerts are included in the EMR/PM solution. There is a high level of user customization that Maricopa can utilize to ensure eClinicalWorks EMR/PM

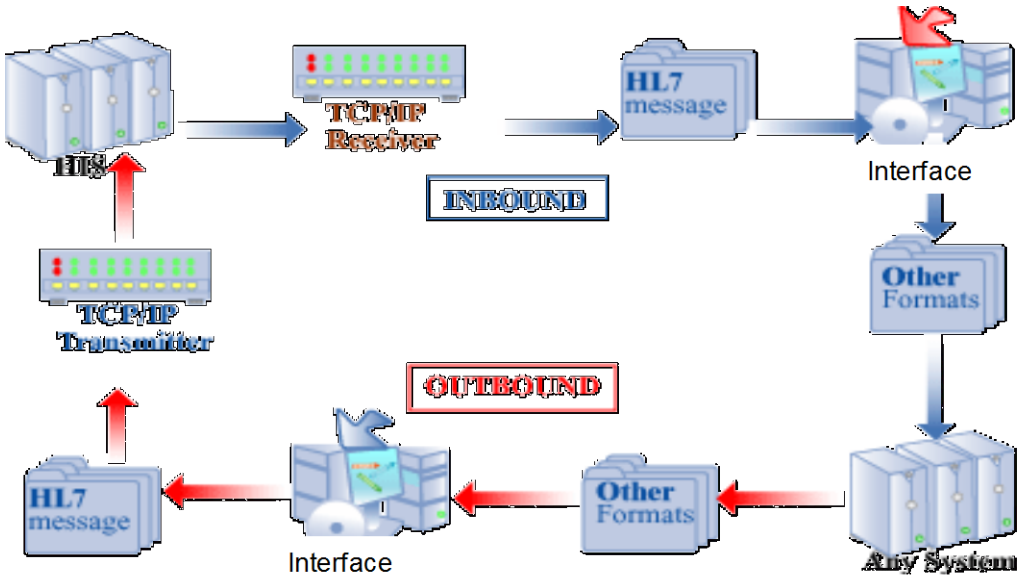
solution fits your needs. Training on how to customize the application is provided as part of standard on-site training.

eClinicalWorks comes pre-loaded with hundreds of templates, including family medicine, pediatrics, and obstetrics at no additional charge. eCW also contains OB Flowsheets to document all aspects of a pregnancy, from the initial assessment and calculation of the EDD through post-partum.

2.3.1.6 Specify the process used with external parties to negotiate and test interfaces, including each party's role.

eCW Response:

The eClinicalWorks solution is based on the open systems approach of system architecture. eCW implements open specifications for interfaces, services, and supporting formats to enable properly engineered components to be utilized across a wide range of systems with minimal changes, to interoperate with other components on local and remote systems, and to interact with users in a style that facilitates portability.
The eClinicalWorks Solution has well-defined, widely used interfaces/protocols; uses standards which are developed/adopted by industrially recognized standards bodies (ex. ANSI for HL7 Standards, ASTM for CCD); defines all aspects of system interfaces to facilitate new or additional systems capabilities for a wide range of applications; and has provision for expansion and/or upgrading through the incorporation of additional or higher performing elements with minimal impact on the system.



eClinicalWorks recognizes that hospitals, doctors, and other healthcare providers require the ability to send and receive healthcare data and is committed to adhering to the HL7 messaging protocol as its standard. This enables all systems following the HL7 specifications with the ability to communicate with eClinicalWorks without the need for data conversion. eClinicalWorks has established HL7 interfaces with numerous hospitals and laboratories across the country.
eClinicalWorks general approach to interfacing, regardless of the type of interface is:

- Discuss data exchange format (HL7, XML, CCD, web services) with customer
- Design and test system interface(s)
- Determine if there are any changes to the specifications required

- Test the interface(s) using the test system
- Upon test completion, deploy interfaces in production mode

Interoperability Standards

eClinicalWorks conforms to the following standards:

- American National Standards Institute (ANSI): compliant with the E31 CCD, V. 1.0
  - ASTM E31 - Healthcare Informatics Committee of ASTM International - Continuity of Care Document (CCD)
  - (ASTM E31 is an American National Standards Institute (ANSI) standard development organization).
- Health Level Seven (HL7): Version 2.6
- National Council for Prescription Drug Programs (NCPDP): while using Surescripts eCW complies with its requirements of an NCPDP ID
- LOINC
- CPT
- ICD
- Maps a subset of SNOMED

Interface Development and Maintenance

eClinicalWorks will work with any Interface / Vendor on the “other side” to implement standard interfaces. Once the interface goes live, the eCW Interface Support Team provides support for any issues on the product workflow and interface troubleshooting on the eCW and eCW client side. The vendor on the “other side” of the interface is responsible for any issues and troubleshooting that needs to happen on their side of the interface.

Most of the eClinicalWorks interface products are “backward compatible”, meaning that any upgrade to the eCW interface is part of scheduled maintenance and is included in the Interfaces support cost. However, if there is an upgrade / update of software and/or hardware proposed by the Interface Vendor that needs eCW resource involvement for more than two hours, this is not included in the standard eCW support contract. For any enhancements / changes requested by the vendor to the eCW Interface (after Interface Go Live), an estimate for time and cost will be prepared and billed separately to the practice / vendor.

Type of Interface	Uni-Directional	Bi-Directional
Hospital or Laboratory	$3,500 per interface	$5,000 per interface
eCW EMR to a 3rd Party Practice Management System	$5,000 Includes ADT, SIU, and Outbound DFT interface: this interface includes incoming demographics and appointment data from the PM system and sending charges/billing information back	
Note 1: Ability to design and install interfaces are contingent upon: HL7 and other interface data exchange standard compatibility Willingness of the hospital or laboratory to work with eClinicalWorks		
Note 2: An interface maintenance fee is charged for Up Front Licenses The interface maintenance fee is included in the monthly fee for Subscription licenses.		
Note 3: Quest and LabCorp interfaces are provided at no charge		
Note 4: Interfaces to state immunization registries are developed on a state-by-state basis as requested by the customer, at no charge		

Interfacing the eClinicalWorks EMR with third-party Practice Management Systems:

eClinicalWorks has numerous clients who choose to implement eCW's EMR only, with a PM interface. Whichever method the practice chooses, eClinicalWorks has the technical expertise, the staffing resources, and the commitment to excellence in customer service that is required when undertaking the transition from a legacy or paper – based medical records system to an electronic medical record. From initial system design through training, implementation, and post GO Live support, eClinicalWorks will dedicate the resources necessary to ensure that each practice in the health network transitions smoothly to its award-winning EMR/PM Solution. See the table:

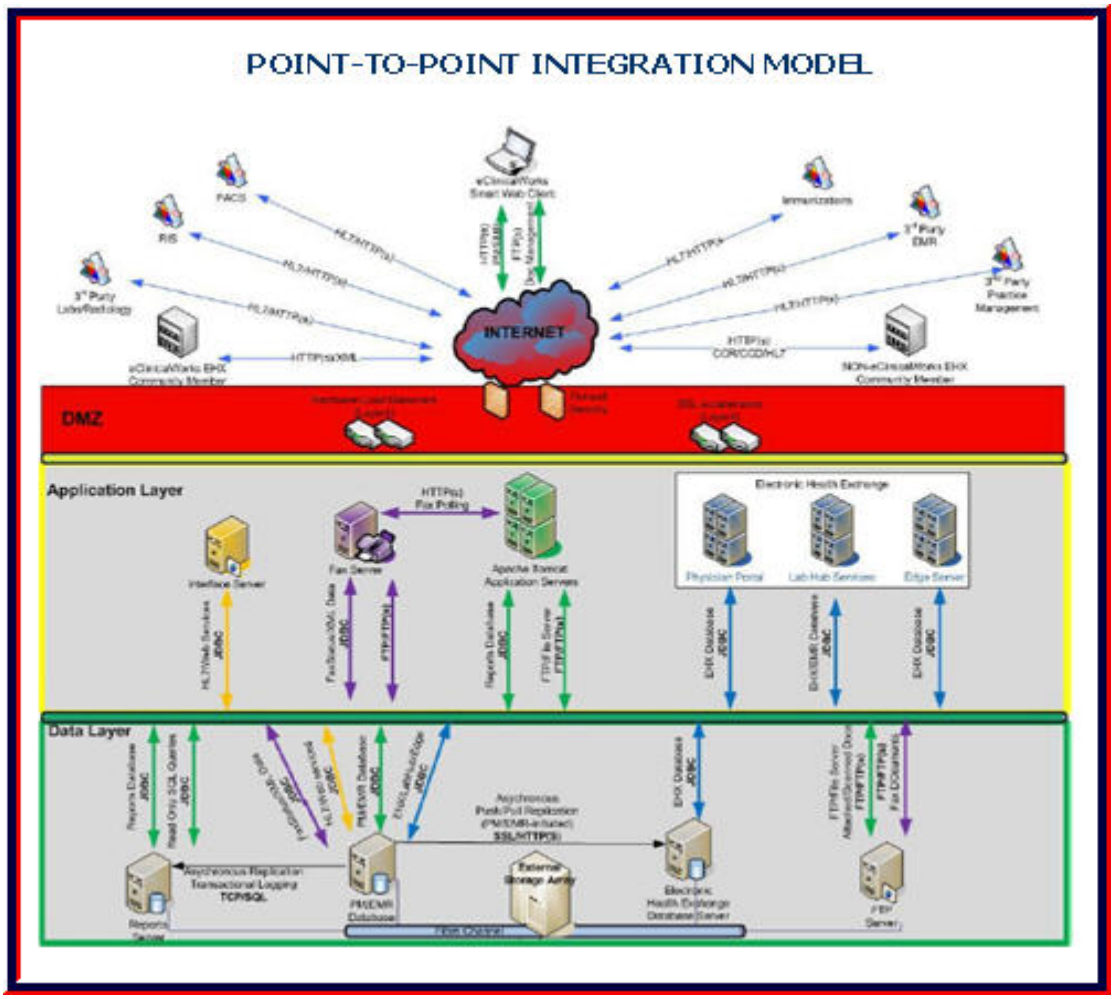
Practice Management Interfaces		
4UDR	DigitalDME	MedUsa
Accumedic	DocStar	Misys
Allscripts	Gberry/MedFx	MSI Vision
Asterino & Associates, Inc.	Health Monitoring System	Paragon
Athena	Healthland	PeopleSoft
Banner Systems	IDX	Pulse Pro
BillPro	In-Clinics	Sage Intergy
Boundary Medical	Ingenix (Caretracker)	Salisbury
CardioDX	McKesson	SAP
Centricity	Medical Manager	Siemens
Chart Connect	MedTrak	SMS

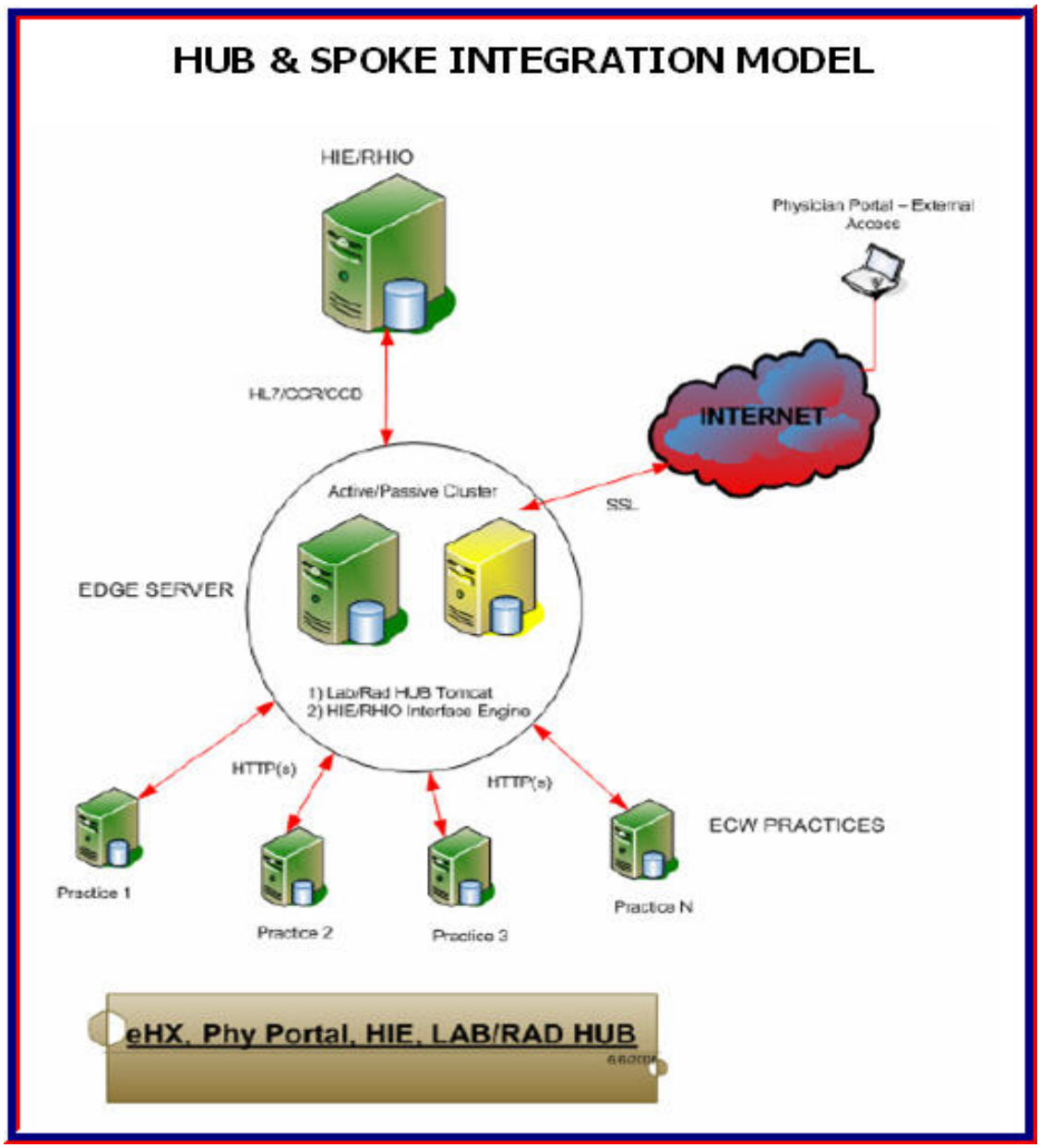
Please note that there may be certain losses in functionality with an interfaced EMR / PM system. Note: A complete list of clinical interfaces is available upon request.

What is the turnaround time for interface programming, barring any issues with the other facility?

eCW Response:

Interface programming is started at the beginning of implementation. Barring any issues with the other facilities, all interfaces are operable for Go-Live.





2.3.1.7 Provided examples of functional and integrated test plans, including your testing stages.

eCW Response:

Performance tests are done to ensure that the system provides acceptable response times.

Code and Unit testing is performed to validate that individual units of source code are working properly.

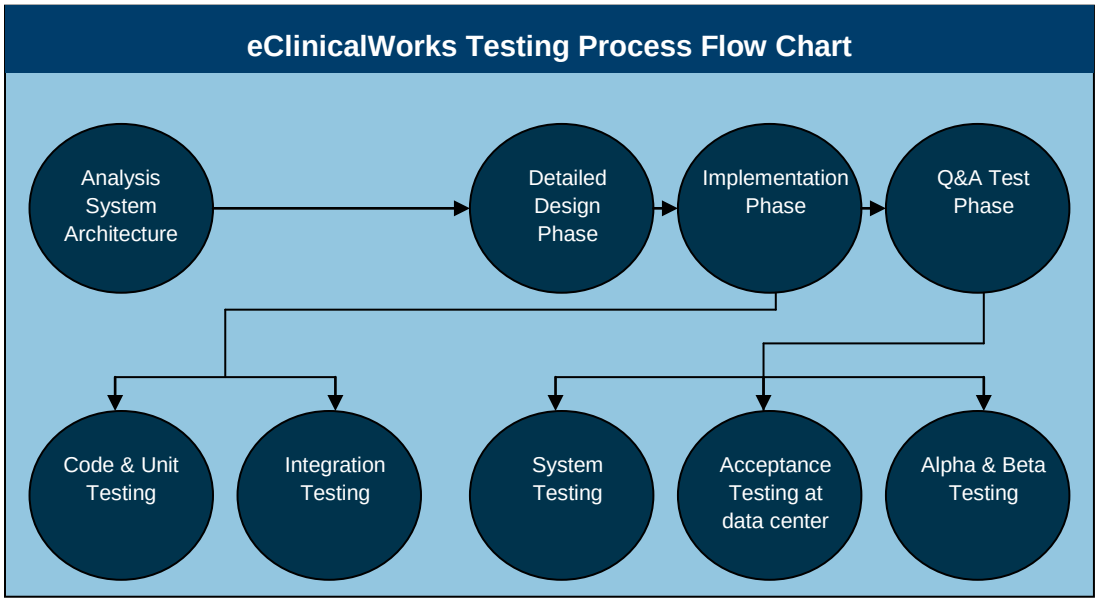
Regression testing is performed after the release of each Build to ensure that:

- There is no impact on previously released software, and
- To ensure that there is an increase in the functionality and stability of the software.

System Integration

When hardware has been installed, data has been migrated, interfaces installed, and the eClinicalWorks application installed, a system integration test is performed to prove that all areas of the system interface with each other correctly and that there are no gaps in the data flow.

Final Integration Test proves that the system works as an integrated unit when all the fixes are complete.



User Acceptance Testing

A Business (User) Acceptance Test (UAT), which is planned and executed by the client, ensures that the system operates in the manner expected, and any supporting material such as procedures, forms, etc. are accurate and suitable for the purpose intended.

The UAT is intended to provide final verification of proper functioning of the system and is not usually focused on identifying simple problems such as spelling errors and cosmetic issues, or show-stopping bugs / software crashes. (These issues are addressed by the eCW Development and QA team). It is a high level testing, ensuring that there are no gaps in functionality.

The test environment, including user-defined test cases, should be designed by the client to be identical, or as close as possible, to the anticipated production environment.

Final test acceptance criteria is to be mutually agreed upon by the customer and eClinicalWorks prior to performance of the UAT.

2.3.1.8 Specify the organization and subscriber's support staff required for a **go live by June 28, 2011**. Please include the following:

- 2.3.1.8.1 Number and type of clinic staff and Contractor's staff required.
- 2.3.1.8.2 Skill sets required by the above groups.
- 2.3.1.8.3 Estimated duration for use of clinic's and Contractor's staff time.
- 2.3.1.8.4 Provide an example of a go live staffing schedule

eCW Response:

Maricopa County HCH staff resource requirements are outlined in section 2.2.

2.3.2 Plan Progress Charts: The plan must include appropriate progress/Gant charts that reflect the proposed schedule and all major milestones.

eCW Response:

We have included sample progress charts below that show timelines and milestones of the eClinicalWorks EMR/PM implementation process. eCW Project Managers use MS Project to provide timelines, Gantt views, and major milestones to the client project team.

2.3.2.1 Please include an estimate of your current monthly implementation capacity.

eCW Response:

eCW has 300-400 in implementation at any one time.

2.3.2.2 Please include the number of active implementations in progress.

eCW Response:

eCW has 300-400 in implementation at any one time.

2.3.2.3 Please include the number of pending implementations based on the availability of company resources. Also include what, if any, subcontractors or consultants are used to fill this capacity.

eCW Response:

eClinicalWorks does not use subcontractors in the implementation and support of the unified EMR/PM solution.

2.4 TRAINING PLAN:

The Contractor must include a Training Plan and Sample Training and User Guides. Materials must be modifiable by the subscriber and the subscriber must be licensed to reproduce them as needed for the life of the contract. Materials and information provided should include the following:

eCW Response:

eClinicalWorks understands Serial 10037-RFP requires the following:

2.4.1 Training Methodology and delivery mode (e.g.: on-site, corporate, online). Include the length and scope of the training classes.

eCW Response:

eClinicalWorks has a well-qualified and highly trained staff of trainers who are certified to train customers on the many functionalities of the eClinicalWorks Unified EMR/PM Solution. eCW is committed to providing that level of training required by each practice to ensure a smooth transition from the paper-based or legacy EMR system to the eClinicalWorks solution. In addition to on-site and headquarters training, eCW has many resources available at *My eClinicalWorks* that can be accessed by customers at any time via a secure password, i.e., tutorials, videos, user guides, etc. Webinars are scheduled monthly on a variety of topics. Listings are posted at *My eClinicalWorks.*

When the contract is signed, an eClinicalWorks Project Manager will be assigned to your account and will be responsible for the coordinating the following training-related activities:

- Develop the training team
- Determine training strategy and timeline

- Set up training environments with pseudo clients and scenarios
- Set up practice environments in coordination with Application Analyst and Clinical Systems Coordinator
- Determine proficiency process and propose to HR
- Develop training outline, materials, and curriculum, specific to each role for all EMR training
- Coordinate instructor training seminars (train the trainer)
- Schedule, organize, and deliver onsite support during go-live
- Communicate to end users and facilitate ongoing training support

Training is offered for every user, i.e. front office personnel, doctors and nurses, billing staff, etc. The schedule is developed to meet the requirements of the practice. Training can be provided on-site or at eClinicalWorks and consists of user-specific, "hands-on" computer based lessons in a classroom setting.

A work flow analysis is performed to customize the on-site training to meet the specific needs of the clinic.

Additional computer-based training can be accessed at https://my.eclinicalworks.com

Training Guidelines:

- The Office/Practice Manager should view the *Initial Setup* tutorial found on the My eClinicalWorks and begin setting up the software.
- The Billing personnel must be present on Day 1 of training and should view the *Foundations of Billing* tutorial found on the My eClinicalWorks.
- During training, eClinicalWorks recommends that doctor's appointments be scheduled for double the appointment time (e.g. for a 15 minutes visit schedule 30 minutes). This will allow the doctor to have time to finish chart notes.
- Note: eClinicalWorks does not recommend a full patient load during training. Work with the Project Manager to discuss the best scenario for the practice.
- Allow time for personnel to be trained in the different areas if their roles overlap.
- A training database is provided and can be available for further training after the implementation is complete.

Trainers will bring in a Checklist for the Office/Practice Manager or Doctor to sign upon completion of training. Trainers in turn will give one copy to the practice and submit one copy to the Project Manager at eClinicalWorks.

The following minimum number of hours should be allocated during training for each user to fully benefit from the training:

- Providers - 12 hours – 16 hours
- Billers - 12 hours
- Front Office & Mid Office – 8 hours

eClinicalWorks on-site training includes guidance on those tools within the eClinicalWorks application that apply to Meaningful Use.

eClinicalWorks shall provide training, guidance and instruction to county users in accordance with the guidelines and policies outlined in Section 2.4 and priced per Exhibit A and A-1.

2.4.2 Description of minimum computer skills needed for users and any pre-training assessments.

eCW Response:

Users should have a basic computer literacy including general knowledge of a PC and Windows applications. eClinicalWorks is an intuitive software program to use allowing users to navigate through pull-down menus, icons, and window buttons. eCW can perform a computer skills assessment in order for the practice to provide remedial training if necessary. eCW trainers are experienced with all levels of computer users and will ensure that the training experience is positive for all skill levels.

2.4.3 Online, on-demand/self-service modules description and access to online training demonstration (if available).

eCW Response:

The following is available on-line at *My eClinicalWorks*.

- Training on the efficient use of the on-line administrative and user reference manuals (which are included as part of the installation and are available in pdf. format at the Customer Support Portal)
- Hardware/OS manuals are provided by your IT vendor
- Training tutorials are available at https://my.eclinicalworks.com, which can be viewed at the user's convenience.

2.4.4 Training curriculum must be stated by job category or role (list each job category or role included in your training - physician, nurses, front and back office support staff, etc.)

eCW Response:

Trainings are geared for all end user roles (physician, front office, billing staff, etc.). As outlined above, eClinicalWorks pays special attention to the different needs of the various roles in a typical practice.

2.4.5 Training strategy for the following scenarios:

2.4.5.1 A small practice with 1 to 5 users per practice.
2.4.5.2 A medium practice with 6-50 users per practice.
2.4.5.3 Practitioners operating in the field and away from a traditional clinic setting (e.g.: outreach visit, homeless shelter, transition center, rehabilitation home, etc.).

eCW Response:

All scenarios require training by eClinicalWorks personnel. Some larger practices choose to employ a Train-the-Trainer approach. This comprehensive certification training program is targeted towards those clients who need an in-depth understanding of all the functionalities of the eCW electronic medical record and practice management (EMR/PM) system, from Front Office through Mid-Office, to Billing and Claims generation and patient check-out in the Back Office. The Train-the-Trainer program for clients is identical to the training provided to the eCW certified training staff.

This program gives the student the opportunity to interact with their practice, to get a feel for the actual experience of training others in a familiar environment, and observe the similarities and differences in the legacy workflow vs. electronically driven workflows. It provokes thought about how the practice workflow may or may not be conducive to the pending EMR/PM implementation, and provides guidance about how the existing workflows can be modified to accommodate efficient use of eClinicalWorks.

Students are able to use the class notes to create fictitious scenarios at the completion of each hands-on session. The workflow- related scenarios can be discussed with the trainer on the last day of the training.

The Train-the-Trainer program leaves the users with comprehensive knowledge of functionality of the eClinicalWorks Unified EMR/PM Solution. The desired outcome is for the user to become a certified eCW trainer, capable of training others within the practice, group, or enterprise in all aspects of eCW. Train-the-Trainer is particularly useful for those groups, networks, or enterprise-class clients who are planning a phased implementation with numerous sites or plan to expand the number of providers and users within their practice or group.

2.5 SUPPORT AND MAINTENANCE AGREEMENT:

2.5.1 Please attach a copy of the Support and Maintenance Agreement which will be used for providers who will be utilizing your product through the subscriber.

eCW Response:

Please see the copy of the standard agreement in Exhibit C.

2.5.2 Please describe your approach to deploying support/maintenance for 1-50 users.

eCW Response:

Comprehensive software support is available from trained Technical Support Specialists via telephone and Internet communication. eClinicalWorks offers remote monitoring and diagnostic support through a secure VNC connection. In addition, access to a customer support site is provided at: https://my.eclinicalworks.com, giving clients the means to download documentation and training manuals, view training videos, and contact support staff.

eClinicalWorks Customer Support is located in Westborough, MA. Customer Support Hours are Monday through Friday, 8:00 AM – 8:00 PM, EST (excl. holidays). Telephone access to Technical Assistance is through the dedicated telephone number (508) 475-0450. "How To" Questions can be answered using the "Live Chat" option on *My eClinicalWorks* at https://my.eclinicalworks.com. Additionally, customers can log their support requests through the Internet 24 X 7 at https://my.eclinicalworks.com.

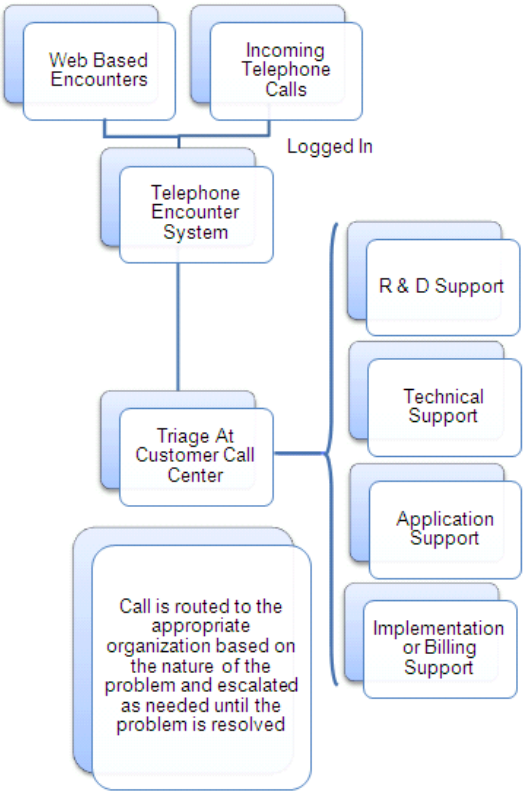
- Telephone service requests as well as tickets opened on-line are handled in accordance with the escalation chart below
- All outstanding problems that have been reported can be viewed on the customer support portal (https://my.eclinicalworks.com).
- Some basic tier one tools are available within the application to assist the end user or administrator with problem diagnosis and resolution

Severity	Description	Response Time	Resolution
PO*	Critical: The system cannot function. Any suggested alternative has had a drastic impact on productivity.	1 Hour	4 Hours
P1	Important: The system can function with the suggested alternative.	4 hours	5 Days
P2	Minor: The system requires a functional enhancement.	48 Hours	Next Upgrade Release

eClinicalWorks does not support hardware or operating system software.

Triage of incoming telephone or web-based encounters occurs in accordance with the escalation timeframes noted above. Customers can log support requests at *My eClinicalWorks* 24 hours a day, 7 days a week. Educational material and LIVE CHAT is also available at *My eClinicalWorks*.

See Figure 1. below.



2.5.3 Please specify the frequency of your product's updates for the following:

2.5.3.1 Major release levels
2.5.3.2 Minor release levels

eCW Response:

eClinicalWorks releases one major and one minor upgrade per year, with patches as necessary. This normally occurs during non-peak business hours and requires no staff intervention.

2.5.4 Describe your Subscriber service/support process for reporting issues and requesting services.

As mentioned above, eClinicalWorks Customer Support is located in Westborough, MA. Customer Support Hours are Monday through Friday, 8:00 AM – 8:00 PM, EST (excl. holidays). Telephone access to Technical Assistance is through the dedicated telephone number (508) 475-0450. "How To" Questions can be answered using the "Live Chat" option on *My eClinicalWorks* at https://my.eclinicalworks.com. Additionally, customers can log their support requests through the Internet 24 X 7 at https://my.eclinicalworks.com.

- Telephone service requests as well as tickets opened on-line are handled in accordance with the escalation chart below
- All outstanding problems that have been reported can be viewed on the customer support portal (https://my.eclinicalworks.com).
- Some basic tier one tools are available within the application to assist the end user or administrator with problem diagnosis and resolution.

2.5.5 Provide your subscriber issue escalation process or procedure.

2.5.5.1 Describe the method and tools used for subscribers to contact your Subscriber support team (e.g.: 800 phone number, e-mail, web-based contact, etc.

2.5.5.2 Specify whether the support line is answered by human or is automated.

2.5.5.3 Provide the hours of operations, including adjustments for the Arizona Time Zone, for Subscriber support.

2.5.5.3.1 Provide the hours of operations, including adjustments for the Arizona Time Zone, for Subscriber support
2.5.5.3.2 Include the First Call Resolution (FCR) rate expressed as a percentage.
2.5.5.3.3 Include the First Call Resolution (FCR) average time from call initiation to resolution.

2.5.5.4 Include the First Call Resolution (FCR) average time from call initiation to resolution.

eCW Response:

The customer shall have the right to escalate Service Requests that the customer believes are not being timely addressed by eClinicalWorks and/or not receiving the appropriate level of response from eCW. The table below describes the escalation path:

<u>Escalation Level</u>

- 1. Senior Support Manager
- 2. VP of Support

If the customer believes any Service Request is not being addressed in a timely or appropriate manner, the customer shall have the right to request an appropriate technical resource from eCW to coordinate and oversee resolution of such Service Requests. If appropriate for the situation, the customer and eCW-assigned Resource Coordinator shall have weekly status update conference calls until the Service Requests are resolved.

Method and Tools for Contacting eClinicalWorks

eCW Response:

As mentioned above, telephone access to Technical Assistance is through the dedicated telephone number (508) 475-0450. "How To" Questions can be answered using the "Live Chat" option on *My eClinicalWorks* at https://my.eclinicalworks.com. Additionally, customers can log their support requests through the Internet 24 X 7 at https://my.eclinicalworks.com.

eClinicalWorks Operators

eCW Response:

Support Operators are employees of eClinicalWorks. We do not use an automated system during business hours.

eClinicalWorks Support Level Definitions	
Level 1	
Training	"How To" questions (Front Office, EMR, Labs, Billing, and Back Office)
Technical – client side	Configuration, registration, component related issues, user based setting, practice based setting, system and work stations settings, security settings, analyzing client-side logs, configuring APL reports
Technical – services side	MY SQL basics, APP servicer basics, FTP basics, interfaces
Technical – replication	Any replication related issues
Billing – other	Warnings and erros on claim screens. HCFA alignments, NPI related issues, APL reports, Crystal reports, patient statements
Technical – other	Third-Party interfaces, device interfaces, basic lab interface troubleshooting. FAX server issues, reports connectivity, letters, documents, eCliniForms, auto-upgrades, etc.
Level 2	
eCW Technical Support	Anything beyond the scope of Level 1 support as described above but no limited to "Server Crash"
Level 3	
eCW Development	Any technical issues that cannot be resolved by Level 1 and 2 support as described above
	Enhancement Requests

Associated Service Level Agreements

eCW Response:

The customer support described below is included as part of the yearly Support and Maintenance Subscription (SMS) fee. Refer to the sample contract included at the end of this section for more information.

Hours of Operation for Support

eCW Response:

As mentioned above, Customer Support Hours are Monday through Friday, 8:00 AM – 8:00 PM, EST (excl. holidays). However, customers can log support requests at *My eClinicalWorks* 24 hours a day, 7 days a week.

2.5.5.5 Software upgrades are part of the software maintenance contract. How often updates and upgrades might be applied.

eCW Response:

eClinicalWorks releases one major and one minor upgrade per quarter, with patches as necessary. This normally occurs during non-peak business hours and requires no staff intervention.

2.5.5.6 Describe how subscriber requests for enhancements and customization are handled pre-implementation and post-implementation.

eCW Response:

The process for requests for custom design enhancements is as follows:

Note - this applies to customer requests for modifications that are specific to their needs and are not in the development pipeline for general upgrade functionality.

- eClinicalWorks and customer perform a joint gap analysis, comparing the existing product functionalities against customer requirements, documenting areas of divergence.
- A formal requirements document is developed that clearly defines the new and / or modified features.
- Based on the complexity of the new / modified features, eCW will provide an estimate of time, resources, and costs involved in developing the features and a project milestone schedule.
- eClinicalWorks and customer reach a mutually agreed upon delivery date for the new features.
- Changes required are documented in a formal requirements change control document, requiring approval of both the customer and the eCW developer.

Also available to clients is our eCWIdeas online forum where clients can share ideas for product enhancements, collaborate with other eClinicalWorks customers on enhancement requests, and vote on ideas that have been submitted. This site is moderated by eClinicalWorks Product Management and Development team members who actively take part in discussions regarding product enhancements.

2.5.5.7 List the last year's history of system enhancements (major releases, minor releases, and single problem fixes).

eCW Response:

System Administration
<u>New features and enhancements:</u>

- System can be configured to specify a sales tax percentage per facility (in addition to "per CPT code").
- Set the sales tax option for a specific insurance.
- Lock specific demographic fields on the Patient Information window such that these fields are read-only and are not editable by non-administrative level users.
- New Fee Schedule filters have been added.
- Viewing CDSS alerts is now enabled by default; both CDSS Alerts and Classic Alerts can be viewed in the Patient Chart Panel.
- Charge Master Description codes (CDM) can be added for all CPT codes in the system.
- Provider Additional Numbers for use in claims: look up, add numbers, change numbers, and delete numbers from "Provider Additional Numbers" screen.
- ePrescription Log lists all new prescriptions sent to pharmacies, refill requests received from pharmacies, and physician responses to the requests for refill.
    - ♦ ePrescription Log available from the Patient Hub or from left navigation pane with filters

- OB Flowsheets can be configured to print in the style recommended by the American College of Obstetrics and Gynecology (ACOG) – called "MODERN" style.

Front Office
New features and enhancements:

- The system displays a warning message if the appointment being booked conflicts with an existing appointment on any of the schedules for resources.

- A practice-configured letter template can be selected to Print Encounter Form directly from within the Resource Schedule.

- The "Providers" window (accessed from File Menu \ Provider Numbers) now displays the referring providers' complete address and email ID.

- Data validation - the system now validates the length of the patient home phone number: the field accepts a maximum of ten numbers. If the home phone number entered is less than 10 digits, the system prompts for the correct number of digits.

- Values for all mandatory structured data items (as specified by the practice) must be entered in the Patient Additional Information window in order to close and save the data. An error message will display alerting to the fact that mandatory data is missing.

- If an appointment contains a case manager or if the claim attached to the encounter is covered by a specific insurance, the Progress Note will display the appropriate insurance for the CLAIM rather than the insurance listed in the Patient demographics.

- A fee schedule can be specified, changed, or selected from the Appointment Window, taking priority over the fee schedule specified for the appointment facility, the patients primary insurance, or the patient information (demographics).

- Formulary check can be performed from a Telephone Encounter – The Rx EDIT feature in the Modern View can be used to modify dosage properties of the selected drug – such as duration, frequency, etc. – in a single window without having to open and close each individual property window.

- Patient Name, Date of Birth, Account Number, and MRN are now added to all eCliniforms documents automatically.

EMR
New features and enhancements:

- When a new E&M code is added under Visit Code from the EMR menu, the code is now listed under ALL codes as well as under ACTIVE codes.

- The Progress Note header section displays the primary insurance carrier's Payor ID and the encounter external Visit ID and/or the HL7 ID when entered into the system.

- System can be configured to create and transmit the Ahlers Family Planning Report at each visit (required in New York and enabled by an Item Key).

- Order Sets display in alphabetical order

- The denominator for Quality Measure 812-CT, Pneumococcal Vaccination has been updated per TCNY request.

- A web view is available for the Encounters Window that displays both the Facility Code and the External Visit ID.

- Patient Documents has an expanded page field; can now show up to 999 pages of a multi-page document scanned into the system.

- When changing the data flag for any item or property from Non-Structured to Structured, the data previously captured as free-form text continues to display in the Progress Note.

- A new security attribute grants or denies users access to the CUSTOM button on the structured data window from the Examination, Physical Examination, Social History, Preventive Medicine, OB History, and GYN History section of the Progress Note. Only users who have access to this security attribute can add, edit, or delete structured data items.

- eCW filters CPT codes to display only the codes belonging to the selected fee schedule under specified conditions.

- Dispense and Refill fields on printed and faxed prescriptions can be highlighted.

- NDC code look-up is available from the Medication Window and a web-based NDC code lookup of custom medications is available for practices using the Medi-Span drug database.

- If the "Dispense field is left blank for any prescription, the faxed/printed script will display as N/A rather than "0".

- Keyword search available for adding comments to an Rx when printing/faxing the prescription.

- A warning appears for "Labs with No ICD Associated" when labs are ordered for which there is no assessment in the Progress Note.

- The Immunization window contains additional fields required by the Bay Area Regional Immunization Registry (BARR – CAIR) – required by the State of California and enabled by an Item Key.

- Enhanced Vision Examination: enhanced prescribing for contact lenses, calculation of vision prescription expiration date, ability to import medication history (Hx button) into the Vision Exam, notes from the Vision Exam section, comments, CD Ratio, Pachymetry, K-Readings, PD, and the Vertex/Work Distance display when the Progress Note is viewed, printed, faxed, or locked, providers have the ability to print/fax trial contact lens prescriptions from the Vision Exam window.

- A warning message appears when a user selects the "Clear All" button from the Social History window

- Current Medications on the Progress Note right-hand chart panel is sorted by the Stop Date of the medication in reverse chronological order.

- The system retains the paragraph format of text entered into the NOTES field when printing/faxing Lab Reports / DI Reports.

- The ePrescribe window provides the option to display a preview of the ePrescription in a Print Preview window for validation purposes ONLY – prior to transmitting the prescription electronically. Note that this feature does NOT allow printing of the ePrescription.

- The system can be set up to automatically lock the notes field in Referrals.

Billing

<u>New features and enhancements:</u>

- Claims can be written off in batches and users can set the amount to which the claims balance can be written

- Matching Parameters for ERA payment posting: during ERA payment posting, the payments are posted by comparing the following parameters of the ERA file with those on the claim in the eCW database – CPT code, Modifiers, Service Date. If these parameters in the ERA file do not match with those in the claim, then the corresponding CPT (line item) payment will not be posted.

- Split Claims – when claims are split into multiple claims, two letters are appended to the end of the claim number. The second letter indicates the number of claims into which the claim was split, and the first alphabetical indicator shows the relative number of split claim. For example, if Claim # 1250 was split into three claims, then claims numbered 1250AC, 1250BC, and 1250CC will be submitted.

- On the Payment Posting Window, the Enter Key provides the same functionality as the TAB key, speeding data entry.

- Users have the option to view the Fee Schedule allowed amount in a separate column on the Payment Posting window.

- The system can be set up to assign a claim to the next liability automatically after insurance payment posting. For example, if the payment from the patient's primary insurance carrier is posted and there is a balance remaining, the system automatically assigns the claim to the secondary insurance (if applicable and the claim status is changed accordingly.

Reports

New features and enhancements:

- Users can access APL reports directly from within the eCW application. Contact eCW to enable this feature.

- Enhanced UDS reporting features for Tables 4, 5, 6B, and 7.

The eClinicalWorks V 8.036 – V 8.0.47 Release Notes provide details on the new features and enhancements listed above. Release Notes are available to customers at the Customer Care Portal and can be printed on demand.

2.5.5.8 Indicate how your organization facilitates formal users group, online community forum, etc. Specify what tools you have available today that you will use to support a user community.

eCW Response:

eClinicalWorks supports the following online user groups and communities.

Independent User Forum

The *eClinicalWorks* User's Form is found at www.eCWUsers.com. In this unbiased and unmonitored environment, physicians and practice managers communicate openly with one another, sharing information as well as requests and suggestions for product improvements and enhancements. They exchange tips and techniques for maximizing the capabilities of the eCW solution, express concerns regarding the product, find answers to problems from their peers, and extend the eCW knowledge base. The eCW user's group was founded by a physician and continues to be independently operated.

eCWShare

eCWShare (http://ecwshare.eclinicalworks.com) is a community environment for our client base to engage with one another, and share the reports and dashboards they have created using the eClinicalWorks Enterprise Business Optimizer (eBO). When sharing this information they can provide an overview of what the report or dashboard entails, and an XML file that generates the report. This XML file can be easily loaded by other clients that like the report or dashboard.

eCWIdeas

eCWIdeas gives you the power to have your product improvement voice heard. You can share your own ideas for product enhancements, collaborate with other eClinicalWorks customers on enhancement requests, and vote on ideas that have been submitted.

This unique opportunity for direct customer input helps eClinicalWorks focus its development efforts on those product features that are requested the most.

Newsletter

New and prospective users can sign up to receive eClinicalWorks Newsletter at www.eclinicalworks.com

National User's Conference

eClinicalWorks host a National User Conference annually that is open for attendance by all our eClinicalWorks clients. The User Conference focus is to provide ongoing education opportunities to our clients for our product line, HIT trends and happenings, and more. We encourage networking and relationship building amongst our clients, and this is a great opportunity to achieve this objective.

eClinicalWorks is excited to announce that the Gaylord Palms Hotel in Orlando Florida has been chosen as the location for the eClinicalWorks National User's Conference for 2010. The conference dates run from October 29th through November 2nd, 2010.

Roundtable Sessions

eClinicalWorks began hosting regular roundtable sessions in 2004 with the various market sectors that eClinicalWorks covers. These sessions are an open dialogue with a subset of clients to identify ideas for improving our product line and determine major items for our development roadmap.

eClinicalWorks recently held its Roundtable for Health Centers in May, 2010.

2.5.5.9 What services do you offer for post-implementation optimization of the system?

eCW Response:

eCW offers existing customers the benefit of eCW Professional Services after implementation, particularly those practices or groups who have fifteen or more providers or who are experiencing growth, either by adding more providers or expanding to additional locations. eCW Professional Services provides a way for existing customers to re-evaluate their EMR/PM workflow with the goal of improved office efficiency and maximum use of the EMR/PM system's features and capabilities. Professional Services for existing customers include:

- *Site Survey to assess the current clinical infrastructure*
- *Workflow assessment and recommendations for improved workflow*
- *Clinical content development*
- *Identification of under-utilized features in eCW that will lead to greater efficiency*
- *Review of system features, reporting capabilities, interfaces, etc. to ensure the EMR/PM system is being used to the fullest*
- *Identify and plan for areas of internal growth, i.e., bringing labs and testing in-house, adding new interfaces, etc.*
- *Identify areas where additional training would be beneficial*

eCW's Strategic Account Manager (SAM) will work with the client to populate the form below to assess the comfort level of the client with the product, the degree of system utilization, and understand critical issues, if any, faced by the client after the Go-Live period.

2.5.5.10 Will your monitoring tools include access to viewing the same screen as the end-user?

eCW Response:

eClinicalWorks will be able to access the same screen as the end user for service purposes.

2.5.5.11 How does your organization maintain current code bases (e.g.: ICD-9, CPT, HCPCS, etc.)?

eCW Response:

The practice can download a patch using the eClinicalWorks auto-upgrade tool. ICD codes are updated on an annual basis prior to the October 1st ICD effective date. The ICD codes are received from the Center for Medicare & Medicaid Services (CMS). Formulary is updated weekly by Surescript.

2.5.5.12 Specify the process by which clinical content (e.g.: evidence-based tools, drug interactions) and patient education materials are updated?

2.5.5.12.1 When this content is updated, are the subscriber's rules maintained.

2.5.5.12.2 Define the level of subscriber's effort to ensure these rules are maintained.

eCW Response:

Clinical content and patient education is updated through the Internet. When this information is updated, any rules the practice has put in place for CDSS are maintained. eClinicalWorks uses optional third parties - A.D.A.M. or Krames for patient education. These companies will update the education materials. Practices can input additional educational materials and access any files of educational materials saved on their network. These materials must be maintained at the practice level

2.5.5.13 Please describe any network products and/or services that subscribers may receive as part of their monthly subscription.

eCW Response:

Please refer to Section 2.1 for the description of what is provided

2.6 BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES:

2.6.1 Your current and proposed business continuity practices and approaches as they relate to the daily operation and possible interruptions of service (outages). This should include a description of your data configuration model and your redundancy capabilities (including but limited to: telecommunications, geographic isolation of the data centers). The response should include a graphical representation of process and location of backup data centers.

eCW Response:

eClinicalWorks has designed its Unified EMR/PM Solution and Patient and Physician Portals in such a way as to protect each electronic medical record against unauthorized alterations, tampering, and loss. Security features such as user / role / context based access, username and password, date and time stamping, and user authentication are in place in accordance with CCHIT 2008 security requirements.

Data transmission security is enforced via encryption and industry standard network security protocols such as SSL.

eClinicalWorks recommends "Software as a Service" (SAAS) as the hosting environment for the Patient Portal. eCW uses Class I (hot failover) data centers to host its application. Customer benefits include:

- Data security – controlled access to customer servers in a secure environment
- Environmental monitoring at the data centers, 24 x 7 x 365 for smoke, fire, water, geographic disasters, etc.
- Emergency plans in place, tested quarterly

eClinicalWorks has established internal policies and procedures regarding Business Continuity activities in a SAAS environment. eClinicalWorks' responsibilities include:

- Monitoring of systems in both steady and disaster conditions
- Performing installation and replacement of malfunctioning equipment
- Notification to the designated customer contact in the event of a disaster
- Providing ongoing remediation updates during the course of a declared disaster
- Managing the transfer to data from the primary data center to the alternative disaster recovery site
- Managing and maintaining the alternate data center infrastructure.

Customer responsibilities for disaster recovery and business continuity planning include:

- Identify key internal staff resources and provide disaster procedure training
- Identify impacts on departments and operations that will be affected by extended system downtime
- Develop daily procedures to be followed to maintain acceptable levels of operation in the event of a declared disaster
- Outline steps to be taken to integrate backlogged data into the system in the event of extended downtime

2.6.2 Your current and proposed data backup and restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities.

eCW Response:

The eClinicalWorks solution generates 15 min or 24hr backups for on-site or off-site storage. The software architecture that eClinicalWorks is based upon does not require data purge and archiving capabilities. With our software architecture, data is made available 7x24.

The system uses a fault-tolerant, redundant master slave database replication server layout for automatic loss control, at no additional cost.

The database can be distributed to ensure multi-site coverage in case of natural disaster.

Backups can be made to an off-site data storage facility.

eClinicalWorks is designed on a connectionless architecture and does not cache data on the client; every transaction is committed to the server so multiple users can access the same EHR. The system supports in-house HTTP based load-balanced application servers, providing for redundancy and Fmirr.

eClinicalWorks installs a daily backup service that runs automatically on the customer's server.

This backup procedure makes a copy of the customer's database in case the original database file fails. The customer can choose the location where the backed up files will be stored.

Customers can back up to your server: All files remain local to the server. However, if the local server fails, the backup files will not be accessible.

Customers should implement one of the following additional backup options:

- Customer backs up to a tape drive.
- Customer maintains backups in their office on their own tape drive. Files are local but in a separate physical storage location from the server.

- Customer backs up to an eClinicalWorks remote location on an eClinicalWorks drive. The data is stored remotely, ensuring data consistency if a local server or tape drive fails.

The backup utility contains not only database information but login security information and system log/audit files. Upon restoration of the backup, all logins, application data, and log files are restored.

2.6.3 Your current and proposed disaster recovery procedures and standards and how they will be implemented into the proposed system solution to cover any disruptions in service (outages) and minimize any downtime.

eCW Response:

Gain enterprise class disaster recovery capability by leveraging eClinicalWorks Disaster Recovery/Business Continuity Solutions.

eClinicalWorks has over 3000 hosted clients nationwide, who currently reap the benefits of eCW's Disaster Recovery/Business Continuity Solutions. Now, organizations who host their own server infrastructure have the ability to utilize eClinicalWorks existing framework for business continuity as well, and at a fraction of the cost of third party disaster recovery programs.

Disaster Recovery/Business Continuity deployments can be a huge expense, often requiring multiple data centers in geographically distant locations. By leveraging eClinicalWorks Software as a Service (SaaS) model, clients gain comprehensive Disaster Recovery capabilities without the significant up-front and ongoing costs associated with true Business Continuity planning.

Benefits of Disaster recovery

- Increased dependency on technology as the backbone for service delivery makes disaster recovery a must for all healthcare organizations
- Reduce the risk of business disruption or failure due to system incidents
- Minimize the costs incurred and the productivity lost due to a system outage
- Studies have shown that outages cost, on average, $1000 / hour for an organization. Every minute a practice's system is down costs money. It makes sense financially to budget for DR services.
- HIPAA regulations require healthcare organization to have some type of business continuity planning.

Advanced Technology

The eCW Disaster Recovery solution eliminates the need for outdated tape backups as your last line of defense against data loss. Industry recognized standards for tape backup failures range from 30-50%. This is a staggering percentage of failure, especially considering the importance of patient health information. In addition, tapes are designed to *back up* data, not *restore* data to its pre-incident state. The time required to restore data to a useable form typically takes two to three times the amount of time a backup requires, significantly increasing the amount of time in which a practice does not have access to its data.

eClinicalWorks uses the latest technology available for real-time data backup and data replication. All backups are done online using the latest disk based technologies available, thereby mitigating the risks and delays associated with tape-based solutions. eClinicalWorks uses disk-based technology to back up practice data over the network as that data changes. There are no lengthy backup windows during which systems are down for hours at a time.

Application Expertise

eClinicalWorks Disaster Recovery Services solves the problems of third party back-up solutions and takes care of the entire disaster recovery operation. eClinicalWorks is the expert on all aspects of its EMR/PM application, from delivery to disaster recovery. eCW knows how to backup and restore patient records generated in eCW, ensuring the timely restoration of practice data to the client in a format that is intact and usable.

eClinicalWorks controls the entire end-to-end restoration process. In the event of an outage, customers have two options:

1. restore back to the client system, or
2. leverage eCW's hosted infrastructure and be restored to one of the eCW enterprise data center facilities, thereby eliminating lengthy delays of restoring over the Internet.

In either case, eClinicalWorks performs all the steps required to minimize client downtime and disruption, providing fast and reliable access to the business-critical application. Restoration takes minutes not hours.

All you need to do as a customer is request the restore - eClinicalWorks handles everything else.

Third Party and On-line Disaster Recovery Solutions

There are many online backup companies and 3rd party disaster recovery/business continuity solutions available on the market. But none of these companies are able to guarantee the viability, consistency, and integrity of eClinicalWorks data with the same degree of reliability that eClinicalWorks itself can provide.

Third party backup vendors do not claim to be experts in the myriad of applications on the market, especially when dealing with database solutions. And although online backup systems can provide real time data backup services, in an actual disaster event they will only hand your data back to you. This does not provide immediate access your EMR data and does not guarantee that the data provided is in a usable state.

The major deficiencies with current online and third party backup solutions are:

1. Data restorations occur over the Internet; depending on the amount of data and the size of your Internet connection, this process could take hours or even days.
2. There is no guarantee of data integrity or usability at the eCW application layer
3. It is up to the customer to make sure that the backups were done correctly
4. It is the customer's responsibility to restore the backed up data to a usable format

2.6.4 Describe how you will meet the Federal, State and local Public Record Retention requirements for the effective and efficient archive, retention, and disposal of the electronic data that is entered, stored, handled, and/or distributed by your proposed solution.

eCW Response:

eClinicalWorks stores all data from the first day it is implemented. All data entered into the database from day-one is available.

2.7 HOSTING REQUIEMENTS:

The data center shall achieve a minimum 99.9% monthly uptime (see Exhibit F). The application response time shall not be less than the established time limits for other similar users of the application in the data center.

The County shall retain the option of requesting, on an annual basis, that CONTRACTOR provide to the County and/or its auditors a copy of the SAS 70 report, type 1 or type 2 as applicable. The County may at its sole discretion make exception to the delivery of a copy of the report by allowing CONTRACTOR to produce said report for viewing purposes only, however, if CONTRACTOR exercises this option the production of the report and length of production time shall be at the county’s option, but will not be duly burdensome.

eCW Response:

eClinicalWorks can comply with the hosting requirements of Serial 10037-RFP.

2.8 PRODUCT HISTORY:

The Contractor must thoroughly describe, in the form of a narrative, the history of its EHR and practice management product, including.

eCW Response:

eClinicalWorks EMR/PM system was developed internally and first implemented in 1999. Over the years, our development staff has worked to bring enhancements to the software that benefit the user by making the software more user friendly, more efficient, and provide the tools by which eligible professional can achieve Meaningful Use. We have included a listing of recent enhancements in section 2.5.5.8.

2.8.1 If the products are native with the company or added to the Contractor's product line through acquisitions. If acquired, name the previous owner and internal systems integrated with the EHR.

eCW Response:

eClinicalWorks EMR/PM system is a native product that has been developed internally by eClinicalWorks staff

2.8.2 Date of first installation.

eCW Response:

The first installation of eClinicalWorks was done in 1999 at Clinton Medical Associates, a two provider internal medicine practice in Clinton, Massachusetts.

2.8.3 Number of de-installations in the last three years and reason(s) for de-installations.

eCW Response:

eClinicalWorks has a 98.9% renewal rate based on figures from maintenance contracts and SaaS renewal agreements, one of the highest customer retention rates in the industry.

2.8.4 Frequency of updates (e.g.: major releases, minor releases (dot releases), single problem fixes.

eCW Response:

eClinicalWorks releases one major and one minor product upgrade per year with patches as necessary

2.8.5 Based on the planned general availability dates for releases, describe your on-time delivery of scheduled releases (e.g.: frequency for on-time delivery, frequency for delayed delivery, rescheduling or movement of planned release dates, duration of delays before a release is delivered, etc.

eCW Response:

Each new release of eClinicalWorks is deployed using an "auto upgrade" feature over the Internet. This normally occurs during non-peak business hours and requires no staff intervention. This allows for on-time delivery updates that can be scheduled according to the practice's needs.

2.8.6 Describe any major issues with previous releases.

eCW Response:

There have been no significant issues with previous releases.

2.8.7 Have any releases had to be called/rolled back or general availability dates delayed to the customer base due to issues experienced with alpha, beta and/or pilot sites?

eCW Response:

There have been no significant delays of previous releases.

2.8.8 Have releases, once in general production use within the customer base, experienced any of the following issues.

2.8.8.1 Patient care or safety issues
2.8.8.2 Functionality does not work as designed
2.8.8.3 System performance issues (e.g.: system slowness, printing problems, system hanging, freezes, etc.
2.8.8.4 System availability issues with unscheduled or scheduled downtime

eCW Response:

eClinicalWorks recommends Maricopa County HCH adhere to the provided hardware specifications. If these specifications are adhered to, eClinicalWorks can be configured to be a high availability (99.99%) system with minimal downtime. System downloads for upgrades take approx. 30 minutes and can be scheduled for off-hours.

2.9 ADDITIONAL CLARIFICATIONS AND RESPONSES:

If there is a discrepancy between the information provided below and what is included elsewhere in Exhibit B the information provided in this section shall take precedence.

2.9.1 Post implementation services

The eClinicalWorks Project Manager does a knowledge transfer to a dedicated Strategic Account Manager (S.A.M.) 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 S.A.M. is the main point of contact for the practice as they become comfortable with eClinicalWorks or need additional assistance for a period of approximately 12 - 16 weeks post Go Live, prior to being transitioned to standard eCW Support. The eCW Customer Support Team consists of more than 500 professional customer service representatives who are committed to excellence in customer support.

2.9.2 Internet Connectivity

eClinicalWorks

Recommended Bandwidth

Remote Connectivity for eCW Support Remote Connectivity for Locally Hosted clients with remote sites		
No. of Concurrent Users Sharing this connection	*Recommended Download Speed*	*Recommended Upload Speed*
1 – 10 concurrent users	*768 Kb/s*	*512 Kb/s*
11-20 concurrent users	*768 Kb/s Fractional T1 to T1*	*768 Kb/s Fractional T1 to T1*
21- 60 concurrent users	*Full T1 or equivalent**	*Full T1 or equivalent**

The client's Internet Service Provider (ISP) can provide details on the connection speeds.

Note: depending on the type of practice and type of user staff, the required speeds may vary. These numbers are based on best practices implemented in eCW's data centers.

Contact eClinicalWorks for requirements for more than 60 concurrent users.

Remote Connectivity for SaaS Deployment		
No. of Concurrent Users Sharing this connection	*Recommended Download Speed*	*Recommended Upload Speed*
1 – 10 concurrent users	*768 Kb/s*	*512 Kb/s*
11-20 concurrent users	*768 Kb/s Fractional T1 to T1*	*768 Kb/s Fractional T1 to T1*
21- 60 concurrent users	*Full T1 or equivalent**	*Full T1 or equivalent**

The client's Internet Service Provider (ISP) can provide details on the connection speeds.

Note: depending on the type of practice and type of user staff, the required speeds may vary. These numbers are based on best practices implemented in eCW's data centers.

Contact eClinicalWorks for requirements for more than 60 concurrent users.

**Bandwidth rates can vary considerably at higher user counts per location based on type of usage, type of user, and type of specialty*

Last update 09-21-2010

2.9.3 Conversion of SaaS to Client Server Platform

The process of converting from SaaS to client server is a relatively simple process; eClinicalWorks IT takes a copy of the client's database from the SaaS hosted server and installs the database onto the client's server. Installation of the eClinicalWorks application must be done on the client's server and standard installation fees apply ($5,000 per database maximum).

Fees for copying the SaaS database vary based on the size of the database. The amount of time required to do this also varies based on the size of the database. The method of transporting the copied database also varies based on the size of the file – Internet download vs. shipment of media to the site with physical install.

Other Considerations:

- Practice supplies the hard drive onto which eCW will copy their database
- Practice must supply server hardware and infrastructure locally in accordance with eCW hardware specifications based on the number of providers and system users
- Practice will need an Internet connection of sufficient bandwidth to support remote access by their system users as well as eCW Remote Support

- Practice will need to obtain the necessary number of Microsoft SQL licenses

2.9.4 Pharmaceutical inventory and ordering

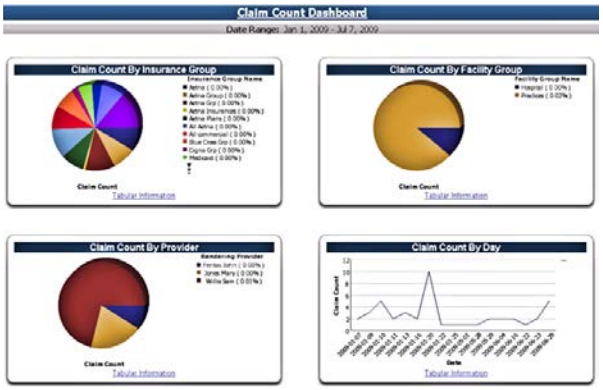
eClinicalWorks allows the tracking of immunization vaccine information as shown below. Immunizations are entered and maintained by an authorized user by entering the immunization information (Top tool bar, EMR / Immunizations / Vaccine Lot Numbers). These screen shots capture the relevant immunization data; vaccines can be added, modified, and deleted. Using the Lot Numbers Window an alert is set showing an alert when the dosage used reaches the assigned re-order point.

2.9.5 UDS report generating features

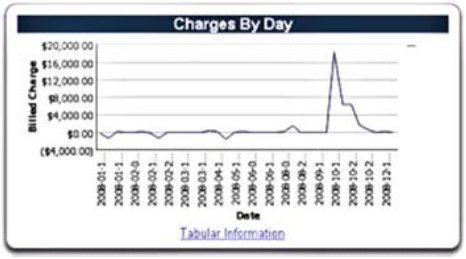
UDS reporting is a function of the standard eBO Reporting package. Metadata is collected in the patient demographics screen.

Reporting is a key capability within Cognos 8 Business Intelligence, a single product that provides complete BI capabilities on a proven architecture. Reporting gives you access to a complete list of self-serve report types, is adaptable to any data source, and operates from a single metadata layer for a variety of benefits such as multilingual reporting

Advanced authoring capabilities



- One authoring environment for creating all report types, including dashboards.
- Intuitive and accessible self-service report authoring.
- Adaptive layout adjusts automatically when objects are added, moved or removed.
- Conditional suppression and automatic calculations.
- Embed live applications, Web sites, and non-BI content within a report.
- Interactive visualizations and charting abilities.
- Work with data using familiar business terms.
- Drag-and-drop authoring incorporates data, text, charts, graphs, and images.
- Edit reports with prompts and toolbar commands.
- Federated queries—one query drawing on multi-vendor data sources—even within a single reporting object.
- Use a variety of charts: crosstabs, bar/3D bar, pie/doughnut, line, gauge, funnel, scatter, dot density, waterfall, and more.
- Create complex, multi-page layouts using different data sources without programming or workarounds.



Report against any data source

- Relational sources including Oracle, SQL, IBM, Teradata, Sybase, and ODBC.
- Dimensional sources such as Cognos OLAP, SAP BW, Microsoft SSAS, Essbase, Oracle 10G, and IBM DB2 CubeViews.
- ERP systems like SAP, PeopleSoft, and Siebel.
- High-performance federated data access across all sources.
- Modern sources including XML, Java beans, JDBC, LDAP, WSDL.
- Satellite sources such as Excel files, Access files, and flat files.
- Legacy and Mainframe systems such as VSAM, IMS, IDMS, and Cobol Copybooks.
- Content management data, including FileNet, Documentum, and OpenSoft.
- Support for Windows, UNIX, and Linux operating systems, including mixed platform deployments.
- SAP-certified BAPI® and iViews, Certified *Powered by SAP NetWeaver®*.
- Single portal, metadata layer, and point of administration.

Web-based deployment

- Proven scalability to 190,000 named users. Reporting times of 2.5 seconds.
- Out-of-the-box integration with IBM WebSphere, SAP, and Plumtree enterprise portals.
- Fully published Web services SDK.
- Single Metadata layer for all reporting

2.9.6 Insurance Verification/ Companies

Insurance verification is handled in real-time through the use of a clearinghouse; eClinicalWorks currently uses Emdeon, Gateway EDI, Navicure, and Instamed for real-time eligibility checking. Medication eligibility checking is done via the Surescripts network interface.

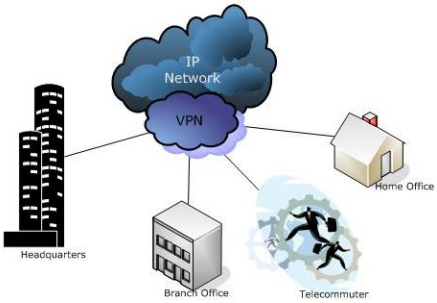
eClinicalWorks has formal relationships with Emdeon, Gateway EDI and Navicure Clearinghouse; each of which lists Magellan on their payer lists. Please see the following list of eClinicalWorks payers

New insurance companies can be added from the File Menu in eClinicalWorks. Once in the main Insurance window, select the New button and the following window pops up. Users will complete all the tabs in this window and then select OK. Note: A complete list of insurance company to is available upon request.

2.9.7 Laptops

eClinicalWorks offers users remote access options and allows secure connectivity to all features from a remote location. A VPN connection is required if the practice has multiple locations but there are other options if accessing from home. The following are some options to consider:

Hardware VPN Connections



- Static IP address
- Inexpensive hardware & easy to configure the routers
- Requires VPN Router at each location
- Linksys VPN routers are a reliable and affordable product
- Serve Hardware & Client Software Connection

Static IP Address

- Only on VPN router installed at main location
- Client uses software to connect
- Can connect securely from any location with just an Internet connection
- CISCO BPN Routers with 10 client licenses (depending on how many users)

Remote Desktop Connection

- Static IP Address
- A port should be open (3389)
- Connection is secure
- Cannot use full features of the product like scanning, document attachment
- It is part of the operating system

Network Computing (VNC)

- Similar to Remote Desktop Connection
- Uses very low bandwidth
- Easy to set up and use
- Really very thin client
- VNC must be installed on the server & client workstations at the main and remote location

eClinicalMobile

- A remote interface for full browser "Smartphone" for example, iPhone with 3G

2.9.8 Case Management

Case management is an important facet of the health care industry. Case management is a traditional term for all the activities which a physician or other health care professional normally performs to ensure the coordination of the medical services required by a patient. It also, when used in connection with managed care, covers all the activities of evaluating the patient, planning treatment, referral, and follow-up so that care is continuous and comprehensive and payment for the care is obtained. A Case can be used to record and manage the details of ongoing, complex legal proceedings that may involve a referring physician, insurance case manager, attorney, or a court case. Workmen's Compensation and Automobile accidents are common uses for a Case. eClinicalWorks will be introducing a Behavioral Health Case Management feature early in 2011 that allows providers to configure a BEH case. This feature will have enhanced security features, an additional hot link in the Progress Note, the ability for a Care Team to document the plan with messaging ability within the team, comprehensive discharge planning, and more.

eClinicalWorks has many features to handle case management.

Case Plan

- Case plans can be created for clients/patients.
- Case plans allow association of action items expected of the client with due dates.
- Additional required documents can be associated with plans to prove compliance.
- Case plan reports (summary of the encounter, referral documentation, patient education materials) can be generated and printed to give to clients so they understand what is expected of them and how to comply.

Access to Services

- Access to services for clients can be granted at different authority levels of staff.
- Documents such as lab referrals required to access services can automatically be created from the system.
- Approval/authorization for services for a client can be forwarded electronically to a provider (labs, specialty provider).
- Service access can be granted for varying time frames (e.g., selectable options per service type; 1 month, 3 months, 6 months, or number of visits).

Services Received

- Transactions associated with a clinical referral can be tracked in the eCW system. Additional items related to the case, i.e., eligibility screening, case management meeting, training, etc.) can be entered as part of the patient Progress Note or general patient note.
- Transactions can be associated with both the client and the staff person or provider who provided the service.
- The duration, start time, and end time of the transaction is logged into the system.
- Clinical outcomes associated with the transaction such as follow-up required, prescription given, etc., can be recorded in the system.

Progress Review

- Client progress relative to the case can be tracked.
- New action items in alignment with goals can be added to adjust to changing circumstances of a client.
- The client case can show special status flags/alerts such as: under investigation, being served by a special department, etc.
- All transactions associated with a client can be seen in a single place using Case Manager. Case Manager consolidates all facets of the patient record in the Patient Hub.
- Important client conditions such as allergies, diabetic, homeless, etc. can easily be found in the patient record.
- eClinicalWorks includes spellchecker capability for case notes.
- Case notes can be locked and set as uneditable. New notes can be added but existing, locked records cannot be changed.

Exceptions

- Eligibility requirements can be manually overridden.

Service Intervention

- The eCW system can track special issues for clients that require intervention and incorporated the details into the Progress Note.
- Issues within a case can have resolution status.

Exit Services

- Cases can be closed with outcome results – successful completion of plan, inactivity period, became ineligible for services, etc.
- The eCW system can be configured so that cases are automatically defined as closed or inactive after a specified period of time.
- Outcome results can be associated and tracked with client (e.g. housing acquired, health condition resolved, etc.).
- Eligibility can be checked at continuing timeframes after initial approval of services.
- Service denials can be automatically queued up for review by staff if client becomes ineligible.

Services with specific time frames, number of authorized visits, or other limits can automatically be denied with the constraint has been reached.

2.9.9 Behavioral Health Module

eClinicalWorks currently is in the Beta Testing phase of a Behavioral Health Module. Our team has recently completed a Behavioral Health enhancement of a care plan that will be available in Version 9. This release is planned for Q4 2010.

2.9.10 Disease or Outbreak Management Module

eClinicalWorks supports disease management registries by:

- Allowing patient tracking and follow-up based on user defined diagnoses and flagging patients as members of multiple disease registries
- Integrating all patient information within the system
- Providing a longitudinal view of the patient medical history
- Providing intuitive access to patient treatments and outcomes

eCW provides all the functionality currently available in Patient Electronic Care System (PECS) provided by the HRSA, Bureau of Primary Health Care. PECS is a software program specifically aimed at supporting the adoption of the Care Model in the care of patients with asthma, cardiovascular disease, depression, and diabetes, as well as preventive care needs around cancer, diabetes, and general prevention.

Provides population-based tracking of diseases through the Registry Reports and enterprise business optimizer (eBO) reporting by Cognos:

- Can generate average hemoglobin A1Cs for patients flagged as members of diabetes registry
- Can report on percentage of patients receiving lab tests, clinical visits by disease registry
- Can generate average lab values or other metrics by clinical registry for the entire population in the clinical registry

The Clinical Decision Support System identifies all high-risk patients and notifies clinical staff for preventive care.

The system utilizes user authored and/or third party developed clinical guidelines for disease and registry management.

The system tracks / provides reminders and validates care process using pre-configured and configurable Alerts and Reminders.

The Patient Recall function generates follow-up letters to patients for a variety of reasons; appointment reminders, protocol reminders, health maintenance alerts, test follow-up, etc.

eClinicalWorks links Disease Management functions to all other sections of the EMR.

2.9.11 Health Maintenance Module

eClinicalWorks allows users to create several types of Alerts from the EMR / Alerts menu as shown below. These alerts notify providers when a patient is scheduled for services. eClinicalWorks is pre-configured with common services and can be customized by each practice.

Diagnosis-specific alerts can be established that prompt providers to schedule those services that customarily are prescribed when a diagnosis is made for certain conditions.

Prescription alerts can be linked to particular diagnoses, prompting the provider to prescribe medications that are commonly associated with a certain diagnosis.

Patient Health Maintenance Alerts can be accessed and viewed from a number of locations within the EMR. The “Reminders” Window contains all of the Health Maintenance alerts scheduled for the patient.

Patient Specific Alerts can be created for labs, diagnostic imaging, immunizations, and billing issues that relate only to a specific patient. The “Name” field also accepts free text for those items that are not in the pre-configured drop-down menu of common labs, x-rays, immunizations, and billing issues.

Classic Alerts

It is sometimes helpful in larger practices, especially multi-specialty groups, for providers to be able to search for and view only those alerts that a particular provider has ordered for a patient. This search will generate results for generic, specialty, and health maintenance alerts that have been ordered by a provider or within a particular facility.

Managing Classic Alerts

The Patient Alert Window is updated to indicate test result “Pending” if the test has been ordered. The alert remains on the list until the test is marked as received.

Alerts can be suppressed and modified and will affect only the selected patient.

Global Alerts can be set from the patient’s Hub for appointment and billing data. Free text notes can be entered to provide additional details on global alerts.

Allergy alerts, medication alerts, and billing alerts can also be established for patients in eClinicalWorks. Details on all of the Alert features are documented in the EMR User’s Guide.

From the Patient Hub, clicking on the Alerts icon will display the same alerts that are shown in the Progress Note; they are titled "Reminders”.

2.9.12 Other

2.9.12.1 Are there drop down menus for classes of medications in addition to the full formulary?

Yes.

2.9.12.2 Can we receive electronic lab results from LabCorp/Sonoran/MIHS?

Yes.

2.9.12.3 Will you be able to graph patients vitals such as weight/BP/Glucose?

Yes. eClinicalWorks enables providers to graph patients' vitals

2.9.12.4 *Will it be able to meet DEA requirements for narcotic e-prescribing when available?*

This is on the eClinicalWorks Development Roadmap and will be offered to clients when it has been fully tested

EXHIBIT C

Additional Terms and Conditions

1. Definitions

a. "eClinicalMessenger" is a voice messaging service that enhances communication between the doctor and the patient.

b. "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

c. "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.

d. "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.

e. "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.

f. "eRX" includes ePrescribing and formulary checking though Surescripts.

g. "Effective Date" is the date this agreement is signed.

h. "Full Time Provider" means any provider that works more than 2 days a week is equal to 1.0 Full Time Equivalent Provider (FTE)

i. "Full Time Equivalent" or "FTE" is the measure which the license fee is calculated from and is based on the number of full time providers and part time providers.

j. "Hosting" means the hosting service that will be provided by eClinicalWeb. Hosting agreement is listed in Exhibit C.

k. "Initial Term" begins upon the Effective Date and ends twelve (12) months after the Effective Date.

l. "Installation" is the service where the eClinicalWorks software is being installed on customer's hardware.

m. "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. It costs $1,800 for provider per year and $900 for each additional provider per year. This cost is already included in the monthly fees listed in package 1, package 2, package 3 and package 4.

n. "Named Providers" are all the Full Time Providers and Part Time Providers who will be issued a license on the software. Implementation, clearinghouse code correct and patient education charges will be based off of the total Named Providers.

o. "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 per Exhibit D during the initial term of the agreement. After the initial term, additional onsite training days may be added at the then current rate.

p. "Part Time Provider" means any provider that works 2 days or less per week is equal to 0.5 Full Time Equivalent Providers (FTE). Practice must have a minimum of 1.0 FTE in a practice. If the practice has only part time providers, then the first part time provider will be considered 1.0.

q. "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)

r. "PM Go-Live" is the ability to send claims, post payments generate statements, generate reports

s. "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.

t. "Providers" mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, 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, or Nurses (other than Nurse Practitioners), 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.

u. "Support Fee" includes telephone and online support of the Products (see below: Services to Be Provided). It costs $600 per provider per year. This cost is already included in the monthly fees listed in package 1, package 2, package 3 and package 4.

v. "SMS" includes Maintenance Fee and Support Fee

2. 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. 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. eClinicalWorks 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. .

i. Sales tax will be charged unless a sales tax exemption form is presented.

3. 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.

4. 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 guaranties 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. 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.

5. Miscellaneous

a. 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.

b. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.

EXHIBIT C-1–
eClinicalWeb Hosting Agreement

Background

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

B. Client desires to engage eClinicalWeb to provide such services using the web-based software applications described on Exhibit A (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 eClinicalWeb Responsibilities. Subject to the terms of this Agreement, eClinicalWeb 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 eClinicalWeb 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 eClinicalWeb to provide the Services hereunder.

(c) "Website" shall mean the website accessible from the URL http://www.eClinicalWeb.com or other eClinicalWeb domains.

(d) "SAAS" or "Software As A Service" Software vendor will deliver application services via the Internet.

(e) "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 eClinicalWeb, or any other error not directly caused by the Applications or eClinicalWeb.

(f) "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.

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

(b) Network Connectivity. eClinicalWeb 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. eClinicalWeb reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWeb shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWeb 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. eClinicalWeb shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWeb shall use at least the same security measures it uses to protect its own proprietary information. eClinicalWeb 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. eClinicalWeb 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. eClinicalWeb reserves the right to investigate suspected violations of this Agreement. If eClinicalWeb becomes aware of possible violations, eClinicalWeb may initiate an investigation including gathering information from Client and examination of material on eClinicalWeb's servers. During the investigation, eClinicalWeb, in its sole discretion, may suspend access to the Website, and/or remove the Website content and other material from eClinicalWeb's servers. If eClinicalWeb 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 eClinicalWeb'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 eClinicalWeb 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. EClinicalWeb 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. eClinicalWeb shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 System Monitoring. eClinicalWeb 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, eClinicalWeb shall provide Customer prior notice of any such disclosure. eClinicalWeb shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWeb' intention that the Services, System or eClinicalWeb' 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 eClinicalWeb for any claims, suits, losses or actions against eClinicalWeb 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) eClinicalWeb 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 eClinicalWeb 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 eClinicalWeb shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWeb 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 eClinicalWeb to identify Client as a Client of eClinicalWeb in promotional and advertising materials. Further, Client shall use commercially reasonable efforts to respond to requests from potential Clients, analysts, media or investors of eClinicalWeb.

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 eClinicalWeb. 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 eClinicalWeb 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 Entire Agreement. This Agreement supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein and contain the sole and entire agreement between the parties with respect to the transactions contemplated herein. This Agreement may not be amended or modified except by another agreement in writing executed by the parties.

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

3.6 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.

3.7 Contextual Advertisement on Patient Portal, eClinicalWorks P2P and eClinicalMobile: If customer selects Package 4, customer allows eClinicalWorks to have contextual advertisements and services on Patient Portal, eClinicalWorks P2P and eClinicalMobile. eClinicalWorks will only partner with vendors with a high degree of health ethics for contextual advertisement in Package 4. Only vendors accepted by the majority of our customers will be allowed to participate. Customer may opt out of this package at any time during the term of this agreement by sending an addendum to sign up for a different package and the pricing will be updated accordingly. Patient identified data will never be disclosed to any 3rd party.

3.8 Advertising will be limited to commodities and services that are generally accepted as constituting a legal commercial transaction. The customer reserves the right to reject advertising that does not comply with the standards set forth herein.

- Commercial advertising must comply with the following reasonable advertising guidelines, it cannot:
- Be false, misleading, or deceptive.
- Be illegal or related to an illegal activity.
- Advertise or depict sexual or obscene material, or material that is harmful to minors as defined in Arizona Revised Statutes, Title 13, Chapter 35.
- Advertise alcohol or tobacco products.
- Depict violence.
- Depict antisocial behavior.
- Contain language that is generally accepted as being obscene, vulgar, profane, or scatological.
- Convey a political or religious message

EXHIBIT D

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, <u>not for the personal convenience of the traveler</u>. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-

room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

EXHIBIT E

BUSINESS REQUIREMENTS

Business Requirement-Indicate Yes or No if the base system configuration meets the County's need
Optional-Indicate if additional software products offered by the Offeror, other than the base system configuration, will satisfy the requirement. If additional pricing is required for this option please provide in Attachment A
Not Available-Indicate if the requirement is beyond the scope of the system configuration capabilities
Offeror Response - Indicate specific response, additional lines will be allowed for extra space if needed and necessary

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
1	1. Certification by Commission for Healthcare Information Technology (CCHIT).	N/A			
2	1.1. Is your product CCHIT certified?	Yes			
3	1.1.1. If 'yes', was the CCHIT certification received in 2008 and/or 2009? (Please provide a copy of the CCHIT certification form 2008 and/or 2009 in your proposal.)	Yes			eClinicalWorks was one of six vendors from different market segments selected to participate in the CCHITSM Pilot Study which was designed to gauge the testability of CCHIT's certification criteria and demonstrate the effectiveness of its process. eClinicalWorks was certified by CCHIT 2006 and CCHIT 2007 in the first round of evaluations. eClinicalWorks is currently CCHIT 2008 certified, again meeting 100% of CCHIT's comprehensive set of criteria for functionality, interoperability, and security. On October 7, 2009 – The Certification Commission for Health Information Technology (CCHIT®) announced that it opened applications for new

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					certification programs as planned. In addition to an updated Comprehensive electronic health record (EHR) certification program, called CCHIT Certified® 2011, the Commission is offering a modular certification program called Preliminary ARRA 2011 that is limited to the standards for qualifying EHR technology under the American Recovery and Reinvestment Act (ARRA). eClinicalWorks has applied for the 2011 Comprehensive CCHIT Certification. eClinicalWorks CCHIT 2008 certification is valid until September 2010 and we will be certified before this date. The Meaningful Use certification rules have not been finalized. No vendor is certified for Meaningful Use as of today.
4	1.1.2. If no, what are your plans to become CCHIT certified?	N/A			
5	1.1.2.1. What is the anticipated date for receipt for your product's CCHIT certification?	N/A			
6	1.1.3. If you have no current plans to become CCHIT certified, please specify why certification is not being pursued.	N/A			
7	2. Master Patient Index.	N/A			
8	2.1. Does your product support an Enterprise Master Patient Index to track a patient across an integrated or disparate group of health providers and clinics? If 'yes', please respond to the sections below:	Yes			
9	2.2. Specify the Enterprise Master Patient Index matching logic.	Yes			Each Master Patient Index at the practice level maintains

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					the patient demographic information that is used to form the EMPI. Probabilistic matching algorithms and the Jaro-Winkler matching algorithm are used, evaluating: patient name, social security number, date of birth, gender, address, telephone number(s), account number, etc. to arrive at a strong match as specified by the enterprise. The enterprise can specify that an EMPI account number be created for a patient if "X" number of demographic values match. Patients who do not achieve a "strong match" as specified by the enterprise are reported to the System Administrator for evaluation.
10	2.3. Specify the ability and ease with which the Enterprise Master Patient Index captures and updates patient information.	Yes			Please see Exhibit A Enterprise Master Patient Index
11	2.4. Specify the support of standard demographic information as well as user-defined fields.	Yes			Please see Exhibit A Enterprise Master Patient Index
12	2.5. Does the Enterprise Master Patient Index use online checks to verify information is accurate?	Yes			
13	2.6. Does the Enterprise Master Patient Index include the ability to record eligibility information and insurance coverage?	Yes			
14	2.7. Does your product support third-party Enterprise Master Patient Indexes?	No			
15	2.7.1. If 'yes', which ones have you deployed in production environments?	N/a			
16	Intentionally left blank				
17	3. Order Entry and Results Reporting.	N/A			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
18	3.1. Does your product support order entry for diagnostics, including laboratory tests, radiology, and others? If 'yes', answer the question below.	Yes			
19	3.1.1. Is it integrated with the patient's medical record and the practice workflow?	Yes			
20	3.2. Does your product support user's entry of orders online and availability to view results online?	Yes			
21	3.3. Does your product support the notification of the availability of results, abnormal results, or late results with automatic routing of the notification to the appropriate user?	Yes			
22	3.4. Does your system support the use of order status updates in a bidirectional mode?	Yes			
23	3.5. Is there a limit to the number of user-defined fields?	No			
24	3.5.1. If 'yes', specify the number of user-defined fields allowed.	N/A			
25	3.6. Does your system support the configuration and online viewing of orders and associated rules and compliance factors?	Yes			
26	3.7. Does your system support the ability to enter orders to support the various practice workflows for primary and referring care providers?	Yes			
27	3.7.1. If 'yes', please specify the order notification process for primary and referring care providers.	Yes			
28	3.8. Does your system support the configuration of Order Sets that can be easily identified (e.g.: Favorites) and executed?	Yes			
29	3.9. Does your system support the entry of current and future orders?	Yes			
30	Intentionally left blank				
31	4. Clinical Documentation.	N/A			
32	4.1. Does your system support the use of multiple documentation modes of entry options (e.g.: templates, free text, menus/drop downs and macros, dictation, voice recognition, handwriting recognition)?	Yes			
33	4.1.1. If 'yes', please specify the documentation modes of entry that your product supports.	Yes			Within eClinicalWorks, data entry can be done: • Drop down menu selection – mouse or

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					stylus/pen (Tablet PC) • Structured data fields for keyboard entry of dates, names, etc. within pre-formatted fields • Free text • Templates (pre-configured and easily customizable on the fly) • Order Sets (community and private) • eCliniSense • Voice recognition / transcription (Dragon NaturallySpeaking by Nuance recommended) • Stylus / e-pen with Tablet PCs • Handwriting recognition (if Tablet PC supports this capability) • Digital ink for markups on drawings, signature, etc. • Scanning of documents and attachment to patient record • Scanning of driver's license / insurance card for auto population of certain data fields • Scanning of bubble sheets for auto population of certain data fields • Data can be directly entered by the patient via Patient Portal of Office Kiosk • Electronic signature / date / time stamp

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
34	4.2. Does your system support the use of clinical documentation entry through various modes? If 'yes', please specify which of the following clinical documentation modes are available through your system.	Yes			
35	4.2.1. Structured text?	Yes			
36	4.2.2. Menus and/or "drop downs"?	Yes			
37	4.2.3. Lists with options and ability to check options that apply?	Yes			
38	4.3. Does your system support automatic clinical documentation updates to the database?	Yes			
39	4.3.1.1. If 'yes', please specify the requirements and process for the occurrence of the automatic updates.	Yes			eCW routinely updates NCCI, NCD, LCD codes as part of system maintenance activity. Each new release of eClinicalWorks is deployed using an "auto upgrade" feature over the Internet. This normally occurs during non-peak business hours and requires no staff intervention. Upgrades are downloaded to the server and subsequently to each workstation. If a workstation is unavailable, for example, if a physician has his/her laptop turned off, upon next log-in they will receive the client update message as noted Upgrades cause minimal to no disruption in the workflow of the practice. However, upgrades can be deployed to a dedicated client server and held until the enterprise/practice is ready for general deployment.

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					Upgrades to the eClinicalWorks application software will not impact any customizations or templates that have been created by the practice. Regression testing is performed to ensure that new/enhanced functionalities do not negatively impact existing functions. Patches and “Hot Fixes” eClinicalWorks designs and tests every patch prior to it being released to the customer base. eCW Support notifies every customer via email to the System Administrator, that a patch is available which addresses a specific issue(s). eCW will enable the patch for those customers who want to receive it. The patch is available on the eCW Server and is distributed to the client as an auto upgrade as discussed above. It is the customer’s responsibility to determine whether or not they choose to receive the patch and then to release it to their client machines from their server. Note that the need for patches is dependent upon the version of eClinicalWorks that each customer is using. eCW upgrades are backward

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					compatible, meaning that all prior patches are included in the most recent version being released except ICD, CPT, and drug reference database updates. ICD and CPT updates are available once a year and the drug reference database is updated every quarter.
40	4.4. Does your system support clinical documentation updates to the product's database initiated by a manual save, sign, or commit?	Yes			
41	4.4.1. If 'yes', please specify which database update methods are available with the product.	Yes			eCW has an Auto save feature that prompts the user to accept or cancel an update.
42	4.5. Does your system support the integration of biomedical devices and medical devices (i.e.: patient data that would automatically be sent from the biomedical/medical device to the products database)?	Yes			
43	4.6. Does the product require end user intervention (e.g.: Accept or Acknowledge) to commit biomedical and/or medical device patient data to the product's database?	Yes			
44	4.6.1. If manual intervention of biomedical and medical device patient data is not required, please specify the rationale for this design.	N/A			
45	4.7. Does the product support configuration of clinical documentation screens, templates, forms, and clinical content by the end user or analyst?	Yes			
46	4.8. Does the product support audit capabilities for the following clinical documentation data elements:	Yes			
47	4.8.1. By function or menu selected?	Yes			
48	4.8.2. By end user?	Yes			
49	4.8.3. By date and time of the initial entry or update?	Yes			
50	4.9. Does your product support electronic visit (e-visit) communication and documentation?	Yes			Please see Exhibit B Patient Portal
51	4.9.1. If 'yes', please describe.	Yes			Please refer to Exhibit B Patient Portal
52	4.10. Does your product support other audit capabilities and	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
	processes?				
53	4.10.1. If 'yes', please describe.	Yes			Please see Exhibit C Audit Logs
54	Intentionally left blank				
55	5. Specialized Clinical Applications.	N/A			
56	5.1. Does your product support specialized applications or clinical content, or do you have such applications in development, including, but not limited to: pediatrics (child health), obstetrics, gynecology, dental (oral health), case management, long-term care, and behavioral health, any medical and surgical subspecialties?	Yes			Over 50 specialties are supported.
57	5.1.1. Describe the status and history of each specialty application: in-house development or acquisition: certification, including CCHIT specialty modules, status on any specialty application in process).				eClinicalWorks is CCHIT 2008 certified in Ambulatory and Child Health. eCW provides hundreds of templates for many specialties that can be used as is or customized by the practice at any level within the system. Training on the creation and customization of templates is included in the standard training plan. For example, eCW supplies the following specialty templates within the EMR/PM application at no cost to the client. These templates have been developed over time for our clients after working with them to ensure the EMR/PM solution meets their specific requirements.
58	Intentionally left blank				
59	6. Evaluation and Management (E&M) Coding.	N/A			
60	6.1. Does the product support automatic calculation of the E&M code based on clinical documentation and current guidelines?	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
61	6.2. Does the product support availability for clinicians to override the calculated code if necessary?	Yes			
62	6.3. Does the product support e-visit coding and billing?	Yes			
63	Intentionally left blank				
64	7. Electronic Prescribing.	N/A			
65	7.1. Does your product meet Centers for Medicare and Medicaid (CMS) criteria (http://www.cms.hhs.gov/ePrescribing/) including integrated ability to electronically prescribe medications and receive refill requests from pharmacies using generally accepted interfaces (e.g.: RXHub/SureScript)?	Yes			
66	7.2. Does your product include:				
67	7.2.1. Configurable drug interaction alerts?	Yes			
68	7.2.2. Real-time formulary information?	Yes			
69	7.2.3. Tiers, copayments and/or coinsurance information?	Yes			
70	7.2.4. Eligibility checks?	Yes			
71	7.2.5. Prior authorization criteria (including step therapy and other edits that impact prescribing)?	Yes			
72	7.2.6. Display of prior authorizations?	Yes			
73	7.2.7. Complete medication history from retail and mail-order pharmacies, including unrestricted display of information at the prescriber level?	Yes			This history will start upon the implementation of eCW. History prior to implementation will not be included.
74	7.2.8. Ability to print patient prescriptions? If ‘yes’, please answer the following:	Yes			
75	7.2.8.1. Ability to print patient prescriptions for scheduled medications?	Yes			
76	7.2.8.2. Ability to print patient prescriptions for ePrescribing when connectivity is not operational?	Yes			
77	7.2.9. Ability to print patient prescriptions on tamperproof paper if required?	Yes			
78	7.3. Does your product provide the capability to implement ePrescribing with initial deployment of the product for practices using ePrescribing as a bridge to full EHR deployment?	Yes			
79	7.3.1. If no, please provide detailed explanation.	N/A			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
80	Intentionally left blank				
81	8. Online Tracking.	N/A			
82	8.1. Are laboratory results, vital signs, and growth parameters available to view online?	Yes			
83	8.2. Can patient information be viewed over selected date ranges or filtered by user selected criteria?	Yes			
84	8.2.1. If 'yes', please specify the filtering criteria available.	Yes			eCW uses a standard SQL database and each structured field in the patient's record can be used as a filter to drill-down to specific parameters to obtain the desired information.
85	8.3. Can patient information and data be compared with standard parameters, such as normal values?	Yes			
86	Intentionally left blank				
87	9. Referral Ordering and Tracking.	N/A			
88	9.1. Does your product generate and track referrals online, including CCR extracts and attachments?				
89	9.2. Does your product provide the ability to check and verify the status of referrals?	Yes			
90	9.3. Does your product provide processes for maintenance and integration of health plan preferred providers and prior authorization processes?	Yes			
91	9.3.1 If 'yes', please specify how this works.	Yes			Please refer to Exhibit D Referral Management
92	Intentionally left blank				
93	10. Continuity of Care Record (CCR).	N/A			
94	10.1. Does your product provide standard CCR imports and exports, problem lists, medication lists, vital signs, health maintenance goals?	Yes			
95	10.2. Does your product integrate notes, images, test results and related information from other source systems via interfaces/integration?	Yes			
96	10.2.1. If 'yes', please specify examples of these interfaces.	Yes			Please refer to Section 15 for information regarding all interfaces.

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
97	10.3. Does your product support Continuity of Care Document (CCD) capabilities?				eClinicalWorks is currently in compliance with ASTM E31 (CCR-Continuity of Care Record), HL7, and Continuity of Care Document (CCD). eClinicalWorks can establish secure remote access across multiple locations, allowing individual clinics to share patient records, communicate using the internal messaging system, and stay connected to the practice via mobile devices, eClinicalWorks uses the Continuity of Care Record (CCR) to integrate Patient Portal and the EMR. In an ongoing effort to improve the continuity of patient care, reduce medical errors and ensure a minimum standard of health information transportability, eClinicalWorks leverages the information contained in the EMR to populate the CCR with critical patient information.
98	10.3.1. If 'yes', please provide examples.	N/A			
99	Intentionally left blank				
100	11. Document Management.	N/A			
101	11.1. Does your product support document management including the ability to scan, store, and index images and information?	Yes			
102	11.2. Does your product support the ability to integrate these documents as part of the Continuity of Care Record (CCR)?			NO	No, all integrated documents will be part of the EMR/PM record. eCW does not integrate images into the CCR at this time.

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
103	11.2.1. If 'yes', describe the document management indexing capabilities for scanned documents and images.	Yes			Please see Exhibit E Document Management
104	11.2.1.1. What are the primary indexing and selection criteria for retrieval of documents?	Yes			Please see Exhibit E Document Management
105	11.3. Does your product support nationally accepted standards for viewing images and digital film?	Yes			Yes, eCW supports the storage of information in a variety of formats such as discrete data types, free text, scanned images, digital media, XML, etc.
106	11.3.1. If 'yes', described how the scanned images and documents are routed based on the workflow procedures of the practice.	Yes			Scanned images and documents are attached to the patient medical record.
107	Intentionally left blank				
108	12. Practice Management System (PMS).	N/A			
109	12.1. Does your product support seamless integration between the EHR modules and the PMS modules?	Yes			
110	12.1.1. If 'yes', described how your product integrates the databases between EHR and PMS modules, including presence or absence of one, common, unified database architecture.	Yes			eCW is designed to share one single SQL database for EMR and PM functionality
111	12.2. Does your product support integration of the EHR and foreign PMS systems?	Yes			
112	12.2.1. If 'yes', described how the integration of these products works.	Yes			Please refer to Section 15 for a discussion on Interface capabilities, including interfacing with third party PMS systems.
113	Intentionally left blank				
114	13. Scheduling.	N/A			
115	13.1. Does your product support integrated, rules-based scheduling features? If ‘yes’, please answer the following:	Yes			
116	13.1.1. Does it include patient appointments?	Yes			
117	13.1.2. Does it include scheduling of resources, e.g.: exam rooms, equipment?	Yes			
118	13.1.3. Does it include e-visit?	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
119	13.2. Does your product allow, at subscriber's option, automatic blocking of "double booking"?	Yes			
120	13.3. Does your product provide the ability to configure practice-specific rules governing scheduling?	Yes			
121	13.4. Does your product support patient-self scheduling for traditional visits and procedures, as well as other Patient Centered Medical Home models such as group visits, open access appointments, and virtual or e-visits?			No	A patient can request an appointment through the Patient Portal with a date and time range, but the practice must confirm the appointment.
122	13.4.1. If ‘yes’, please describe which of the above your product supports and how it does so.				Traditional visits and eVisits
123	13.5. Does your product allow viewing of patient and provider schedules? If ‘yes’, please answer the following:	Yes			
124	13.5.1. Does it allow viewing by current day?	Yes			
125	13.5.2. Does it allow viewing by month?	Yes			
126	13.5.3. Please specify any other viewing options your product provides.	Yes			5 day and 7 day view; single provider or multi-provider view; provider + staff member + resource views, configurable
127	13.6. Does your product provide scheduling utilization and patient monitoring and surveillance reports? If 'yes', please answer the following:				
128	13.6.1. Does it provide reports to follow patient treatment plans?	Yes			
129	13.6.2. Does it provide reports to track patients keeping their appointments?	Yes			
130	13.6.3. Does it provide reports to track no-shows?	Yes			
131	13.6.4. Please provide examples of standard reports.	Yes			Please see Exhibit F Reporting
132	Intentionally left blank				
133	14. Patient Portal and Personal Health Records (PHR).	N/A			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
134	14.1. Does your product support uni- or bi-directional secure messaging system for patients ("patient portal") that permits secure notification, communications and self-help functions(e.g.: patient is provided access to reviewed and appended laboratory and other test results, patient reminders, and patient appointments/schedules)?		Yes		
135	14.1.1. If 'yes', please specify the types of information your product is capable of providing through a patient portal.		Yes		Please see Exhibit B Patient Portal
136	14.2. Does your product support a patient accessible, electronic Personal Health Record (PHR)?		Yes		
137	14.3. Does your product provide a secure method for patients to view their medical records?		Yes		
138	14.4. Does your product provide a secure method for patients to contact their physicians?		Yes		
139	14.5. Does your product provide a secure method for patients to receive their diagnostic test results?		Yes		
140	14.6. Does your product provide a secure method for patients to add additional health information?		Yes		
141	14.7. Does your product support HIPAA privacy and security requirements?		Yes		
142	14.7.1. If 'yes', please specify compliance with and examples of compliance with HIPAA privacy and security requirements.		Yes		Please see Exhibit G HIPAA
143	14.8. Does your product support audit capabilities for tracking updates to the Personal Health Record (PHR)? If 'yes', please answer the following:	No			No, patients can see the latest updates to their record, but they do not have access to the audit log and there is no current plan to implement this feature. Currently, only System Administrators have access to the audit log
144	14.8.1. Are these capabilities available for patient's viewing of their own PHR?	Yes			
145	14.8.2. Are these capabilities available for patient record updates? If 'yes', please answer the following:				
146	14.8.2.1. Specify the level of audit tracking at the patient record level.	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
147	14.8.2.2. Specify the level of audit tracking at the patient function level.	Yes			
148	14.8.2.3. Specify the level of audit tracking at the patient discrete data element level.	Yes			
149	14.8.3. Are all updates date and time stamped for audit tracking purposes?	Yes			
150	Intentionally left blank				
151	15. Automated Charge Capture.	N/A			
152	15.1. Does your product support online capture of charge information and transmission to a central billing system through the clinical documentation function?	Yes			
153	15.2. Does your product support online capture of charge information and transmission to a central billing system through the order entry function?	Yes			
154	15.3. Does your product support the manual entry of patient charge information and transmission to a central billing system?	Yes			
155	15.4. Does your product transmit charges on an individual basis?	Yes			
156	15.5. Does your product transmit charges on a batch basis?	Yes			
157	15.6. Does your product transmit charges on a real-time basis?	Yes			
158	Intentionally left blank				
159	16. Billing and Payment.	N/A			
160	16.1. Does your product support the ability to accept payment (cash, check, credit card) at time of service?	Yes			Please see Exhibit H Billing
161	16.2. Does your product support patient receipts generation?	Yes			
162	16.3. Does your product support tracking of co-pays?	Yes			
163	16.4. Does your product support tracking of insurance payments?	Yes			
164	16.5. Does your product support tracking of patient balances?	Yes			
165	16.6. Does your product support the tracking of activities on a patient account? If ‘yes’, please answer the following:	Yes			
166	16.6.1. Does tracking activity include history?	Yes			
167	16.6.2. Does tracking activity include insufficient payments?	Yes			
168	16.6.3. Does tracking activity include overdue payments?	Yes			
169	16.6.4. Does tracking activity include payment adjustments?	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
170	Intentionally left blank				
171	17. Claims Processing.	N/A			
172	17.1. Does your product support management of third-party claims?	Yes			
173	17.2. Does your product support the tracking of third-party claims?	Yes			
174	17.3. Does your product support the tracking of third-party reimbursements?	Yes			
175	Intentionally left blank				
176	18. Claims Posting.	N/A			
177	18.1. Does your product allow for the posting of real-time payments?	Yes			
178	18.2. Does your product allow for the posting of batch payments?	Yes			
179	18.3. Does your system provide reporting capabilities on the posting of scheduled payments?	Yes			
180	18.4. Does your system provide reporting capabilities on the posting of late payments due?	Yes			
181	18.5. Does your system provide reporting capabilities on other payment types?				
182	18.5.1. If 'yes', please specify additional posting capabilities.				
183	Intentionally left blank				
184	19. CAQH CORE Standards (www.CAQH.org)	N/A			
185	19.1 Does your product support and adhere to CAQH CORE Standards? (www.CAQH.org)	No.			
186	19.1.1. If 'yes', please describe.	N/A			
187	19.1.2. If 'no', please describe plans for participation in adoption of CORE I Standards.				eCW currently includes Emdeon and SureScripts-RxHub services, which are CORE participants, but eClinicalWorks has not joined CAQH and has not applied for CORE certification at this time. We may do so in the future, but this has not been a requirement that we have experienced to date.

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
188	Intentionally left blank				
189	20. Eligibility and Coverage.	N/A			
190	20.1. Does your product have the ability to request, verify and track health plan eligibility? If 'yes', please answer the following:	Yes			
191	20.1.1. Does your product support online eligibility and coverage queries with third-party health plans?	Yes			
192	20.1.2. Does your product support online eligibility and coverage verifications with third-party health plans?	Yes			
193	20.1.3. Does your product support online eligibility and coverage queries with the Arizona Health Care Cost Containment System (AHCCCS)? If 'yes', please answer the following:	No			No, not presently, but an interface can be created.
194	20.1.3.1. Does your product support online eligibility checking through the AHCCCS existing eligibility clearinghouse provider, Emdeon?		Yes		
195	20.1.3.2. Describe how your product handles AHCCCS eligibility checking for AHCCCS providers and those providers not permissioned to query for AHCCCS eligibility, i.e.: non-AHCCCS providers.	N/A			
196	20.2. Does your product support online eligibility checking with other eligibility clearinghouse providers?		Yes		
197	20.2.1. If 'yes', provide a list of existing eligibility clearinghouse providers.		Yes		Gateway, Navicure
198	20.3. Does your product have the ability to incorporate hyperlinks to AHCCCS website to provide access to AHCCCS Medicaid eligibility and benefits information? (See https://azweb.statemedicaid.us/LearnMore.asp)	Yes			Yes, eCW is a web-based education and can accommodate links to other websites.
199	20.4. Does your product provide a means to integrate logic for health plan requirements? If 'yes', please answer the following:	Yes			
200	20.4.1. Specify how the system handles prior authorizations.	Yes			eCW can manage authorizations and decrement the allowed number of visits in the system.
201	20.4.2. Specify how the system handles referrals.	Yes			eCW has a referral management module integrated within the system that allows the provider to generate outgoing referrals

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					from within the Progress Note. Incoming referrals can also be managed electronically within the application.
202	20.4.3. Specify how the system handles electronic prescribing (ePrescribing).		Yes		Please refer to ePrescribing section in this matrix for information.
203	20.4.4. Specify how the system handles clinical decision support.	Yes			eClinicalWorks has an integrated Clinical Decision Support module that is based on PQRI measures. This is a real-time system that generates alerts and treatment recommendations based on the assessment and diagnoses codes entered into the electronic medical record.
204	20.5. Does your product support AHCCCS online eligibility and coverage verification?	No			No, not at this time, but eCW can develop the interface to meet eligibility and coverage verification requirements.
205	20.5.1. If 'yes', please describe the process.	N/A			
206	20.6. Does your product support real-time integration of eligibility tracking between your EHR and third-party health plans? If ‘yes’, please answer the following:	Yes			eCW supports both active and passive integration using a Hub and Spoke model or a point-to-point configuration.
207	20.6.1. Does your product support active integration?	Yes			
208	20.6.2. Does your product support passive integration?	Yes			
209	Intentionally left blank				
210	21. Messaging.	N/A			
211	21.1. Does your product capture and route messages based on user-defined rules and practice policies?	Yes			
212	21.2. Does your product automatically document messages?	Yes			
213	21.3. Does your product automatically document phone consultations?	Yes			eClinicalWorks has a telephone encounter capability, however it requires input of a provider.

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
214	21.4. Does your product automatically document electronic visits (e-visits)?	Yes			
215	21.5. Does your product automatically document other items requiring a user's attention?	Yes			
216	21.5.1. If 'yes', please specify these other items and how they are automatically documented.	Yes			See Exhibit I Messaging
217	21.6. Does your product support proxy notifications?	Yes			
218	21.7. Does your product support interfaces with electronic messaging systems including e-mail (e.g.: Microsoft Outlook)?	No			eClinicalWorks provides an email-type feature that is used for electronic communication within the practice or group.
219	21.7.1. If 'yes', please describe how this integration functions, including standard protocols and specifications.	N/A			
220	Intentionally left blank				
221	22. Interfaces.	N/A			
222	22.1. Does your product support nationally recognized interfaces and messaging standards for the following:				
223	22.1.1. CCOW	No			
224	22.1.2. DICOM	Yes			
225	22.1.3. HL7 V2	Yes			
226	22.1.4. HL7 V3	No			
227	22.1.5. X12	Yes			
228	22.1.6. XML	Yes			
229	22.1.7. Others	Yes			
230	22.1.7.1. If 'yes', please specify any other integration standards that your product supports.	Yes			eCW also supports CCR, CCD, and web services.
231	22.2. Does your system support the ability to exchange data reliably and securely with outside entities? If ‘yes’, please complete Exhibit G. - Interface Matrix, and include current interfaces and the name, address and telephone and/or e-mail contact for the interface target liaison within your organization for each of the following types of interfaces:	Yes			Please refer to Section 15 of this proposal.
232	22.2.1. Laboratory systems.	Yes			
233	22.2.2. Laboratory services providers.	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
234	22.2.3. Radiology systems.	Yes			
235	22.2.4. Radiology service providers.	Yes			
236	22.2.5. Hospital Information Systems (HIS).	Yes			
237	22.2.6. Biomedical and medical devices.	Yes			
238	22.2.7. Pharmacy Benefits Managers (PBM).	Yes			
239	22.2.8. Practice Management Systems (PMS).	Yes			
240	22.2.9. Educational media.	Yes			
241	22.2.10. Other EMRs.	Yes			
242	22.2.11. Other systems.	Yes			
243	For the above, please identify the following items: - **Name** of the interfaced system - Offerors source system, product/solution name, and version level. - **Indicate directionality** of the interface (e.g.: bidirectional, unidirectional). - Specify the details for the **type of interface** (e.g.: standard HL 7, XML, etc.). - Specify the **contact information to your liaison** (e.g.: name, address, phone, e-mail address).	Yes			Please refer to Section 15 of this proposal.
244	Intentionally left blank				
245	23. Remote Access.	N/A			
246	23.1. Does your product allow licensed users remote access for viewing patient records?	Yes			
247	23.2. Does your product allow licensed users remote access for updating patient records?	Yes			
248	23.3. Does your product support handheld remote access devices?	Yes			
249	23.3.1. If 'yes', please specify brand and model numbers.	Yes			Please see Exhibit J Remote Access
250	23.4. Does your product support other remote access devices?	Yes			
251	23.4.1. If 'yes', please specify.	Yes			Please see Exhibit J Remote Access
252	23.5. Does your product support remote wireless and web access?	Yes			
253	23.6. Does your product's remote access meet HIPAA privacy and security requirements?	Yes			
254	Intentionally left blank				

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255	24. Electronic Fax	N/A			
256	24.1. Does your product provide the ability to generate and send patient information faxes electronically (e-faxing) through the EHR?	Yes			
257	24.1.1. If 'yes', please provide a list of fax machines supported by your e-faxing functionality.				The FaxServer requires an internal *Mainpine IQ Express Modem. The Mainpine IQ Express Modem is available in 1, 2, 4, or 8 ports. You will also need to install. For further details or to purchase the Mainpine modem, please visit their website (be sure to mention eCW):
258	24.2. Does your product provide the acknowledgment of receipt of faxes?	Yes			
259	24.2.1. If 'yes', does your product provide acknowledgment by batch?	Yes			
260	24.2.2. If 'yes', does your product provide acknowledgment by individual faxes?	Yes			
261	24.3. Does your product provide non-acknowledgment notifications for errors with fax transmissions?	Yes			
262	Intentionally left blank				
263	25. Automated Rules and Alerts.	N/A			
264	25.1. Does your product provide abnormal value notifications?	Yes			
265	25.2. Does your product provide alerts with appropriate notifications?	Yes			
266	25.3. Does your product provide follow-up reminders?	Yes			
267	25.3.1. If 'yes', does your product provide the ability to configure practice and/or patient- specific alerts?	Yes			
268	25.4. Does your product provide the ability for alerts to be sent via e-mail, printer, fax, or pager?	Yes			
269	25.4.1. If ‘yes’, please specify the method(s) your product uses.				
270	Intentionally left blank				
271	26. Other Clinical Decision Support Tools.	N/A			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
272	26.1. Does your product provide evidence-based medicine content for decision support tools and other needs (e.g.: Zynx, others)?	Yes			
273	26.1.1. If 'yes', please specify.	Yes			eCW uses Up-To-Date and SkyScape.
274	26.2. Does your product provide for the use of real-time decision support tools at the point of clinical documentation and/or order entry?	Yes			
275	26.2.1. If 'yes', please describe the process and skills required to develop the various decision-support rules and alerts.	Yes			eCW's CDSS is already integrated into the product.
276	26.3. Does your product provide flexible reporting tools, including standard reports and the ability to create and store customized reports?	Yes			
277	26.4. Does your product provide the ability to develop queries using menu-driven options or other automated tools?	Yes			
278	26.4.1. If 'yes', please specify the tools or capabilities provided.	Yes			Registry reports and eBO. See Exhibit F Reporting.
279	26.5. Does your product provide the ability to analyze practice populations?	Yes			
280	26.6. Does your product provide the ability to analyze quality of care and resource utilization?	Yes			
281	26.7. Does your product provide the ability to analyze benchmarks according to mutually agreed upon parameters?	Yes			
282	Intentionally left blank				
283	27. Metrics and Reports.	N/A			
284	27.1. Does your product provide the ability to generate standard reports based on standard quality, safety and efficiency measures?	Yes			
285	27.1.1. If 'yes', please specify a list of your standard quality and safety measures reports based on health plan, state, and other relevant patient subpopulations.	Yes			Please see Exhibit F Reporting
286	27.2. Does your product support national and mutually agreed upon local standard reports for the following:				
287	27.2.1. Unified Data Set (UDS) for Federally Qualified Health Centers (FQHC)? See Exhibit 6, Unified Data Set Tables	Yes			
288	27.2.2. E-Prescribing incentive programs (AHCCCS, EAZRx, and Medicare)? (See http://www.cms.hhs.gov/ePrescribing/)	Yes			eCW has the flexible and extensive reporting capability

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					to support most national and state programs and medical initiatives.
289	27.2.3. Patient Centered Medical Home Programs? (See http://www.ncqa.org/tabid/631/Default.aspx)	Yes			eCW has the flexible and extensive reporting capability to support most national and state programs and medical initiatives.
290	27.2.4. Quality, safety, and efficiency reporting programs? (See CMS PQRI http://www.cms.hhs.gov/PQRI/15_MeasuresCodes.asp)	Yes			Yes, PQRI is built internally as a function within eClinicalWorks
291	27.2.5. HEDIS? (See http://www.ncqa.org/tabid/855/default.aspx)	Yes			
292	27.3. Does your product provide the capability to extract a predetermined set of clinical data and deliver it to authorized entities?	Yes			
293	27.3.1. If 'yes', describe your product report writer tool and skills needed to generate reports.	Yes			Please refer to Exhibit F Reporting
294	27.4. Does your product allow for reports to be generated on an on-demand basis?	Yes			
295	27.5. Does your product allow for reports to be generated on a scheduled basis for manual reports?	Yes			
296	27.6. Does your product allow for reports to be generated on a scheduled basis for automatic transmission (e.g.: FTP to recipient on a scheduled basis)?	Yes			Using the eBO option.
297	Intentionally left blank				
298	28. Provider Dashboard.	N/A			
299	28.1. Does your product support a customized task list to assist users in tracking and managing daily activities?	Yes			Using eBO options
300	28.2. Does your product support a customized task list to assist users in tracking and managing outstanding tasks?	Yes			Using eBO options
301	28.3. Does your product support a customized task list to assist users in tracking and managing clinical events?	Yes			Using eBO options
302	28.4. Does your product support a customized task list to assist users in tracking and managing communications?	Yes			Using eBO options
303	28.5. Does your product support a customized task list to assist users in tracking and managing priorities?	Yes			Using eBO options

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
304	28.6. Does your product provide workflow management tools?	Yes			
305	28.6.1. If 'yes', please describe the workflow methodology and tools available.	Yes			Please see Exhibit K Workflow Analyses
306	Intentionally left blank				
307	29. Financial Reporting.	N/A			
308	29.1. Does your product provide standard and ad hoc tools to track financial status of individual clinicians or providers?	Yes			Please see Exhibit F Reporting
309	29.2. Does your product provide standard and ad hoc tools to track financial status of the practice?	Yes			
310	29.3. Does your product provide standard and ad hoc tools to track financial status of a multi-entity practice?	Yes			
311	29.4. Does your product provide standard and ad hoc tools to track financial status of the enterprise (if applicable)?	Yes			
312	29.5. Does your system provide the ability to summarize Accounts Receivable and revenues based on practice service lines?	Yes			
313	29.6. Does your system provide the ability to summarize Accounts Receivable and revenues based on practice historical trends?	Yes			
314	29.7. Does your system provide the ability to summarize Accounts Receivable and revenues based on other criteria?	Yes			
315	29.7.1. If 'yes', please specify and/or provide examples of other criteria.				This is included in Exhibit F Reporting
316	Intentionally left blank				
317	30. Security.	N/A			
318	30.1. Does your product meet and comply with HIPAA standards?	Yes			
319	30.1.1. If 'yes', please provide an overview of how your product achieves HIPAA compliance.				Please see Exhibit G HIPAA
320	30.2. Does your product require the use of user names and passwords for user authentication and structured access privileges?	Yes			
321	30.3. Does your product provide role-based user access?	Yes			
322	30.4. Does your product support logging of access to patient information and financial information?	Yes			
323	30.5. Does your product provide data access audit trails for	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
	inquiries?				
324	30.6. Does your product provide data access audit trails for record updates?	Yes			
325	30.7. Does your product support multiple authentication mechanisms? If 'yes', please answer the following:	Yes			
326	30.7.1. Does your product support authentication by biometrics?	Yes			
327	30.7.1.1. If 'yes', please describe the biometrics your product utilizes.				eClinicalWorks supports fingerprint and iris scan biometrics
328	30.7.2. Does your product support identification/swipe cards?	Yes			
329	30.7.3. Does your product support user-defined PINs (personal identification numbers)?	Yes			
330	30.7.4. Does your product support other authentication mechanisms?	No			
331	30.7.4.1. If 'yes', please describe the other mechanisms your system employs.				
332	30.8. Does your product support data encryption at the database level?	Yes			
333	30.9. Does your product support data encryption at the user level?	Yes			
334	30.10. Does your product support data encryption at the device level?	Yes			
335	30.11. Does your product support data encryption at the data transmission level?	Yes			
336	30.12. Does your product support data encryption at other levels?	Yes			
337	30.12.1. If 'yes', please specify these other encryption levels.	Yes			Please refer to Exhibit L Security
338	Intentionally left blank				
339	31. Electronic Discovery (e-Discovery).	N/A			
340	31.1. Does your product support e-Discovery capabilities for Holds on patient, financial, or other data?				Please see Exhibit M Electronic Discovery
341	31.2. Does your product support e-Discovery capabilities for Holds on patient restricted information (e.g.: behavioral health, HIV, etc.)?				Please see Exhibit M Electronic Discovery
342	31.3. Does your product support tracking of Holds once the organization has received the Hold notifications?				Please see Exhibit M Electronic Discovery

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
343	31.4. Does your product support sequestering a data once a Hold has been required? If 'yes', please answer the following:				Please see Exhibit M Electronic Discovery
344	31.5. Does your product support sequestering of data? If 'yes', please answer the following:				Please see Exhibit M Electronic Discovery
345	31.5.1. Specify the level of data available for sequestering.				Please see Exhibit M Electronic Discovery
346	31.5.2. Does your product support sequestering of data within your product solution?				Please see Exhibit M Electronic Discovery
347	31.5.3. Does your product provide data sequestering solutions external to your product? If 'yes', please answer the following:				Please see Exhibit M Electronic Discovery
348	31.5.3.1. Specify the sequestering solutions.				Please see Exhibit M Electronic Discovery
349	31.5.3.2. Specify how the data is extracted to the external solutions.				Please see Exhibit M Electronic Discovery
350	31.5.4. Provide any additional information related to your products e-Discovery capabilities.				Please see Exhibit M Electronic Discovery
351	Intentionally left blank				
Reference Number	***Technical Specifications and Requirements***	**BUSINESS REQUIREMENT**	**OPTIONAL**	**NOT AVAILABLE**	**OFFEROR RESPONSE**
352	1. Deployment Requirements.	N/A			
353	1.1. Does your product provide web enabled applications and support technology?	Yes			
354	1.2. Does your product offer a hosted web-based model?	Yes			
355	1.3. Define the hardware configurations and requirements for both PCs and peripherals (printers, scanners, mobile devices etc.).	Yes			Please refer to Exhibit N Technical Documents
356	1.3.1. Please provide specifications for all required or optional hardware.	Yes			Please refer to Exhibit N Technical Documents
357	1.4. Define Internet access requirements (include uploading and downloading recommended speeds) based on user volume.	Yes			Please refer to Exhibit N Technical Documents
358	1.5. What other deployment requirements does your product need for provider's practice to achieve optimal performance of your web-based product?	Yes			Please refer to Exhibit N Technical Documents
359	1.6. Define the versions for the following software required and/or supported:	Yes			
360	1.6.1. Required Operating System (e.g.: Microsoft xx).	Yes			Please refer to Exhibit N

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					Technical Documents
361	1.6.2. Supported Operating Systems (e.g.: Microsoft Windows xx).	Yes			Please refer to Exhibit N Technical Documents
362	1.6.2.1. Does your product support Microsoft XP, service pack 3?	Yes			
363	1.6.2.1.1. If 'yes', provide a list of provider's site requirements.	Yes			Please refer to Exhibit N Technical Documents
364	1.6.2.1.2. If minimum requirements at the provider's site are not met, specify the list of issues and impacts anticipated.	N/A			
365	Intentionally left blank				
366	1.6.2.2.1. If 'yes', provide a list of provider's site requirements.	N/A			
367	1.6.2.2.2. If minimum requirements are not met, specify the list of issues and impacts anticipated.	N/A			
368	1.6.2.3. Does your product support Microsoft Windows 7 in 32 bit and 64 bit configurations?	Yes			
369	1.6.2.3.1. If 'yes', provide a list of provider's site requirements.	Yes			Please refer to Exhibit N Technical Documents
370	1.6.2.3.2. If minimum requirements are not met, specify the list of issues and impacts anticipated.	N/A			
371	1.6.3. Required web browser and version (e.g.: Internet Explorer 7).				Please refer to Exhibit N Technical Documents
372	1.6.4. Supported web browsers and versions (e.g.: Mozilla Firefox, version nn).				Please refer to Exhibit N Technical Documents
373	1.7. Define any other software required for practice and/or remote access.				Please refer to Exhibit N Technical Documents
374	1.8. Does your product provide remote workstation and peripheral device monitoring, troubleshooting, and problem resolution for subscriber's devices?				Please refer to Exhibit N Technical Documents
375	1.8.1. If 'yes', please define the tools and requirements of your company to provide this support.				Please refer to Exhibit N Technical Documents
376	1.8.2. If 'no', please provide the best practice examples of how subscribers manage their device environments for monitoring, troubleshooting, and problem resolution.				Please refer to Exhibit N Technical Documents
377	1.8.3. If 'no', what does your organization recommend as alternative solutions to assist subscribers with their device management?				Please refer to Exhibit N Technical Documents

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
378	1.9. Please specify other hardware, software, third-party, any other technical requirements for using your product, including third-party applications (product and version) not already indicated.				Please refer to Exhibit N Technical Documents
379	1.10. Include acquisition recommendations for above required products including justifications and expected capital (one time) and operating (ongoing support) costs.				Please refer to Exhibit N Technical Documents
380	1.11. Specify the technology requirements for remote access of:				
381	1.11.1. Device and peripheral requirements.	Yes			See Exhibit J Remote Access
382	1.11.2. Wireless connectivity to laptops, workstations, PDAs (personal digital assistants).	Yes			See Exhibit J Remote Access
383	1.11.3. Provide specifications and/or requirements for access security provisions and encryption.	Yes			See Exhibit J Remote Access
384	1.11.4. Provide specifications and/or requirements for compliance with HIPAA privacy and security needs.	Yes			See Exhibit J Remote Access
385	1.11.5. Provide specifications and/or requirements for performance monitoring - application, system, and network (if applicable).	Yes			See Exhibit J Remote Access
386	1.11.6. Provide specifications and/or requirements for capacity monitoring – application, system, and networking (if applicable).	Yes			See Exhibit J Remote Access
387	2. INTENTIONALLY LEFT BLANK	N/A			
388	3. User Interface.	N/A			
389	3.1. Provide your product's usability requirements with design guidelines.	Yes			Please see Exhibit O User Interface
390	3.2. Provide your product's usability subscriber configuration at the application/practice level.	Yes			Please see Exhibit O User Interface
391	3.3. Provide your product's usability subscriber configuration at the Clinician or Provider level.	Yes			Please see Exhibit O User Interface
392	3.4. Provide your product's usability subscriber configuration at any other level(s) supported by your system.	Yes			Please see Exhibit O User Interface
393	4. System Architecture.	N/A			
394	4.1. Provide your product's system architecture in narrative and in schematic formats.	Yes			Please see Exhibit N Technical Documents
395	4.2. Describe current state and future direction and include the following in your description:	Yes			

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396	4.2.1. Technical design and requirements.	Yes			Please refer to Section 4 of this proposal
397	4.2.2. Performance capabilities.	Yes			Please refer to Section 4 of this proposal
398	4.2.3. System availability results (e.g.: planned up time; scheduled down time; how unscheduled downtime is handled, etc.)	Yes			Please refer to Section 4 of this proposal
399	4.2.4. Scalability capacities.	Yes			Please refer to Section 4 of this proposal
400	4.3. Describe your product's strategy for high availability and redundancy.	Yes			eClinicalWorks' Database component utilizes industry standard disaster recovery technologies fault-tolerant/redundant master slave database replication server layout for data loss control. Backups can be stored at an off-site data storage facility once they are transferred to a removable media format. High Availability/Redundancy options vary depending on your Service Level Agreements with your end users, and budget constraints. Architectural designs will vary greatly depending on these factors. In all cases, a contingency plan should be in place that allows staff to revert to creating paper records as a last resort. Speak with your eClinicalWorks project manager if you would like to discuss failover measures with an eClinicalWorks Technical Architect.

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401	4.4. Define any additional solutions or products required to achieve optimal performance, availability, and scalability.				To achieve optimal performance, availability, and scalability, the hardware infrastructure must be properly configured to support the user base; redundant hardware, ISP, etc. should be in place for high availability, and firewalls, IDS, etc. should be in place for optimal system security.
402	4.5. Define any common constraints, challenges, and dissatisfiers current users have noted.	Yes			The most common support questions are: • "How to" billing questions - How to post a payment, How to run reports, etc. • Billing issues with payers • "How to" EMR questions - How to categorize/customize progress note, how to create letter template • Scanning documents • Customizing prescriptions and send faxes to pharmacies
403	4.5.1. Please provide the common solutions or workarounds developed to address the above constraints, challenges, and dissatisfiers.	N/A			
404	5. Patient Portal and Personal Health Records (PHRs).	N/A			
405	5.1. Provide your organization and product direction, design, and/or architecture for the following:				
406	5.1.1. Portals.	Yes			Please see Exhibit B Patient Portal
407	5.1.2. Personal Health Records (PHRs).	Yes			Please see Exhibit B Patient Portal
408	5.1.2.1. Are PHRs available and supported?	Yes			Please see Exhibit B Patient Portal

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409	5.1.2.2. Are PHRs included in the EHR?	Yes			Please see Exhibit B Patient Portal
410	5.1.2.2.1. If 'no', are PHRs offered as a separate product?	N/A			
411	5.1.3. Provide specifications and requirements for authentication management and security provisions for the following:				
412	5.1.3.1. Portals.	Yes			Please see Exhibit B Patient Portal
413	5.1.3.2. Personal Health Records (PHRs).	Yes			Please see Exhibit B Patient Portal
414	6. Database Architecture.	N/A			
415	6.1. Provide your product's database architecture and product use (e.g.: Oracle, MS SQL Server, others) and the version used on your current product release.	Yes			Please see Exhibit P Database
416	6.2. Provide your product's data model.	Yes			Please see Exhibit P Database
417	6.3. Provide a description of your product's scalability and list requirements to achieve the described scales.	Yes			Please see Exhibit P Database
418	6.4. Is your database scalable?	Yes			Please see Exhibit P Database
419	6.4.1. If 'yes', please describe how your product achieves scalability.	Yes			Please see Exhibit P Database
420	6.5. Is your database extensible?	Yes			Please see Exhibit P Database
421	6.6. Describe your plan to process and store the volume of data needed to accommodate your projected growth of clients and/or providers over the next year while meeting the performance standards requirements referenced in Section 7 - "Performance Metrics and System Availability Measures", below.	Yes			Please see Exhibit P Database
422	6.6.1. Describe your plan to process and store the volume of data needed to accommodate double your projected growth of clients and/or providers over the next year while meeting the performance standards requirements reference section 7 - "Performance Metrics and System Availability Measures" below.	Yes			Please see Exhibit P Database
423	7. Performance Metrics and System Availability Measures.	N/A			
424	Intentionally left blank				
425	7.1.1. Amount of planned/scheduled downtime per month (e.g.: "not to exceed 'x' number of hours per month").	Yes			eClinicalWorks can be configured to be a high availability (99.99%) system

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					with minimal downtime. System downloads for upgrades take approx. 30 minutes but can be scheduled for off-hours.
426	Intentionally left blank				
427	Intentionally left blank				
428	Example: The month of April is 30 days with 24 hours per day or 720 Available Hours. No scheduled downtime is planned for April. One (1) hour of unscheduled downtime occurs in April, thus actual Available Hours are 719 hours. Formula: (719/720) * 100% = 99.86%, therefore Availability Goal of 99.90% would not be met.	N/A			
429	7.1.2.2. If 99.90% is not contractually achievable, please specify your product's availability metric.	N/A			
430	7.1.3. Provide the process and/or methodology for subscriber's notification of scheduled and/or unscheduled downtime and return to normal operations.	Yes			Scheduled downtime is minimal and can be scheduled for off hours
431	7.1.4. Provide monthly availability reports that will be provided to subscribers by the 10th of each month, for the prior month's availability.	Yes			eCW can provide availability reports to customers for SaaS deployments.
432	7.1.4.1. Product will provide consolidated and subscriber specific availability reports.	Yes			
433	7.1.5. . Please include the amount of time for the system to respond for the following functions:				
434	7.1.5.1. User Logon.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
435	7.1.5.2. Patient Select.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
436	7.1.5.3. Patient Order Entry - update/commits to the database.	Yes			Load test results show the average screen-to-screen user response times were sub-

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					second for 100, 250 and 500 concurrent user tests.
437	7.1.5.4. Patient Clinical Documentation - update/commits to the database.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
438	7.1.5.5. Patient e-Prescribing - update/commits to the database.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
439	7.1.5.6. Patient Results Inquiry - query only.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
440	7.1.5.7. Other functions - please specify.	Yes			Load test results show the average screen-to-screen user response times were sub-second for 100, 250 and 500 concurrent user tests.
441	7.1.6. Provide the process and/or methodology for the notification to subscriber of any performance issues and subsequent return to normal operations.	Yes			eCW will notify the customer electronically.
442	7.1.7. Provide monthly performance reports to the subscribers by the 10th of the current month for the prior month's availability.	Yes			
443	7.1.7.1. Product will provide consolidated and subscriber specific availability reports.	Yes			
444	7.1.8. Specify the product’s daily, monthly, or other interval for routine maintenance for backups, data recovery, or other purposes.	Yes			
445	7.1.8.1. Will the product be operational during the routine maintenance?	No			
446	7.1.8.1.1. If 'no', specify the hours of the day and amount of time required for the routine maintenance.				Maintenance can be scheduled for off hours for the practice.
447	Intentionally left blank				
448	Intentionally left blank				

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449	Intentionally left blank				
450	Intentionally left blank				
451	Intentionally left blank				
452	Intentionally left blank				
453	Intentionally left blank				
454	Intentionally left blank				
455	Intentionally left blank				
456	8. Security.	N/A			
457	8.1. Specify the various features, levels, and procedures related to the following product security items:				Please refer to Exhibit L Security
458	8.1.1. System.	Yes			Please refer to Exhibit L Security
459	8.1.2. Data.	Yes			Please refer to Exhibit L Security
460	8.2. If your product utilizes a shared data center or ISP hosted environment, specify how multiple subscribers' data will be segregated and secured.	Yes			Please refer to Exhibit L Security
461	8.2.1. Does your product have multi-facility logic?	Yes			
462	8.2.2. Specify how your product has been architecture to prevent data and system security breaches (e.g.: hackers, unauthorized personnel, etc.).	Yes			Please refer to Exhibit L Security
463	8.3. Specify your product's current login and authentication process, including role-based access.	Yes			Please refer to Exhibit L Security
464	8.4. Specify your product's capability for system and data logging, monitoring, tracking, and reporting.	Yes			Please refer to Exhibit L Security
465	8.5. Specify the procedures or best practices regarding the loss of a laptop or device with confidential patient information and recovery or reporting of this loss.	Yes			Please refer to Exhibit L Security
466	8.6. Specify the procedures or best practices regarding inappropriate access of confidential patient information by an unauthorized person.	Yes			Please refer to Exhibit L Security
467	9. Standard Nomenclatures.	N/A			
468	9.1. Specify your product's use of standards for the following:				
469	9.1.1. Evidence-based medicine (e.g.: Zynx).	Yes			
470	9.1.2. ICD-9.	Yes			

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
471	9.1.3. LIONC.	Yes			
472	9.1.4. SNOMED.	Yes			eCW maps a subset of SNOMED: CCHIT has not recognized SNOMED or Medcin as standard vocabularies at this time. eCW has developed an Electronic Community-wide ID (eCWID) which can be easily converted to SNOMED or Medcin if required.
473	9.1.5. Others - please specify.	Yes			CDT, APC, NDC, CPT, DSM-IV
474	9.2. Specify your organization and product's plan to transition to ICD-10 and HIPAA 5010 for the required implementation date of October, 2013.	Yes			January 1, 2012 is the projected due date for 5010 readiness. In anticipation of this deadline, eClinicalWorks has purchased the specs for 5010 and is currently evaluating the coding changes required. eCW is not in testing as yet, but will be, as is appropriate with our partners. As the mandatory precursor to ICD-10, eCW will be working throughout 2010, first with our clearinghouse partners and then with others, to build and test ANSI-compliant 5010 electronic files (837P, 837I, 837D, 835, 270/271, 276/277, and 278). This is the first step in preparing for testing full-cycle with payers who may be ready beginning 1/1/2011. When testing of 5010 is complete, we will share our plans for upgrading clients, ensuring they will meet the

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					1/1/2012 deadline for submitting fully compliant 5010 electronic transactions. Simultaneously, we are performing a gap analysis to identify application related enhancements that may be necessary to support both ICD-9 and ICD-10 beginning October 1, 2013.
475	10. Data Conversion, Data Migration and Data Downloads.	N/A			
476	10.1. Does your product support data conversions and/or uploads of patient demographic information from source systems (e.g.: AHCCCS system; Leonardo M.D. system, Q-Matic Client Flow Management system) during the initial, implementation and conversion/go live?	Yes			
477	10.1.1. If 'yes', provide a list of data conversions previously performed (e.g.: patient demographics; Master Patient Index; etc.).	Yes			Please see Exhibit Q Data Migration
478	10.2. Specify your product's ability to convert existing patient records (paper and electronic) to your EHR system.	Yes			Please see Exhibit Q Data Migration
479	10.3. Specify your product's ability to convert archive records (paper and electronic) to the EHR system.	Yes			Please see Exhibit Q Data Migration
480	10.4. Specify how your organization, product, or best practice addresses a hybrid implementation model in which some patient records will reside in the EHR and others will remain in the paper-based model.	Yes			Please see Exhibit Q Data Migration
481	10.5. Does your product allow integration of patient data from external systems into the EHR (e.g.: integrate/accept data from an acute care-based system (Cerner, Meditech, Epic, others) into the EHR database for continuity of care?	Yes			Please see Exhibit Q Data Migration
Reference Number	***Special Specifications and Requirements***	**BUSINESS REQUIREMENT**	**OPTIONAL**	**NOT AVAILABLE**	**OFFEROR RESPONSE**
482	1. Future Vision.	N/A			
483	As a narrative, please describe how your corporate vision synergizes with the current United States Stimulus Package and Healthcare Reform: Healthcare Information Technology and/or Medicaid/Medicare to impact HIT, HIE, and care delivery in Arizona. Be specific and limit your response to 500 words or less.	Yes			Please see Exhibit R Meaningful Use

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
484	2. Offeror's Expertise with Medicaid and AHCCCS.	N/A			
485	Please describe any expertise your organization possesses specific to working with Medicaid and AHCCCS plans. Please describe your organization's experience with and the functionality of your system with AHCCCS systems and information (e.g.: claims, eligibility, etc.).	Yes			eClinicalWorks has existing connectivity to several national clearinghouses and Medicaid plans. eCW has the ability to submit claims electronically to clearinghouses and direct payors and receive electronic remittance advice, posting payments electronically to patient accounts. ECW can further generate claims to secondary and tertiary payors as appropriate, based on the ERA that is received at each stage of the claims submission process. eCW has internal claims editing capability along with the optional CodeCorrect claims scrubbing feature. Additional edits occur at the clearinghouse level, providing a high rate of clean claims submission.
486	3. Navigating Through Selected Tasks.	N/A			
487	3.1. Please provide the associated average number of mouse clicks to complete the following tasks.				
488	3.1.1. Patient search by name.	Yes			2 clicks from Registration Screen
489	3.1.2. Enter a set of vital signs.	Yes			From Progress Note: 1 click to open Vitals chart, then as many clicks as the provider needs to enter the desired vitals
490	3.1.3. Retrieve an external (.PDF file) narrative document.	Yes			3 clicks from Progress Note

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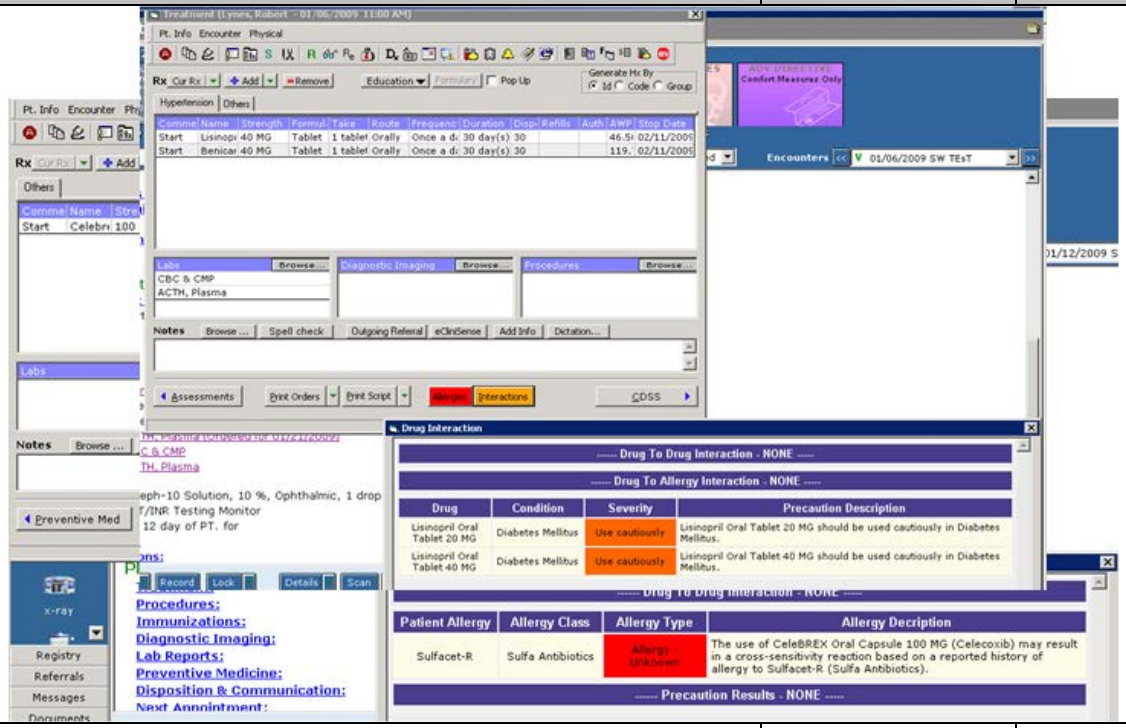
491	3.1.4. Retrieve a radiology image.	Yes			3 clicks from Progress Note
492	3.1.5. Create a 5-problem list.	Yes			7 clicks from Progress Note – 1 to enter the Assessment area, 1 click to select each of the 5 problems, 1 click to add all 5 assessments to the Problem List
493	3.1.6. Create 6-medication list.	Yes			Approx. 14 clicks – 1 click from PN to Treatment Screen, 1 click to "Add" medication, 1 click onto each selected medication, 1 click to select formulary for each medication
494	3.1.7. Create 3-allergy list with reactions.	Yes			21 clicks – this may seem like a lot of clicks; however all data can be entered via structured data lists – very fast and accurate
495	3.1.8. Enter a prescription.	Yes			Approx. 5 clicks, depending upon how the prescription is sent – print, fax, or electronic
496	3.1.9. Find the most current lab results for a patient.	Yes			1 click from Progress Note
497	3.1.10. Cancel an order.	Yes			Once an order is sent electronically via interface it cannot be cancelled.
498	3.1.11. Complete a previously started note.	Yes			1 click – access note from Office Visits screen and then as many clicks as required to complete unfinished note sections
499	3.1.12. Create a new consult note for a referring physician, incorporating the latest set of lab results.	Yes			6 clicks from Progress Note 1) Open Treatment screen 2) Open "Outgoing Referral" tab 3) Open "Attachments" screen 4) "Attach" lab report 5) Select lab

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					6) OK
500	4. Product Evaluation via Website for Selected Functionality.	N/A			
501	Intentionally left blank				
502	4.2. Create a favorites list (e.g.: meds, order sets, documentation).	Yes			
503	4.3. Rearrange the application desktop (e.g.: display, contents and menus) from its turnkey, "out of the box", settings to suit a practitioner.	Yes			
504	4.4. Modify templates to individual needs.	Yes			
505	4.5. Modify the Level of alerts displayed (e.g.: CDS).	Yes			
506	4.6. Other - please describe up to three other customizable features.				
507	5. Capture Screenshots of Specific Product Behaviors.	N/A			
508	5.1. Please provide a screenshot of what the provider receives when the following situations occur.	N/A			
509	5.1.1. Drug interaction is identified when clinician prescribes a new medication.				See below

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					
510	5.1.2. Clinician tries to order a test and fails to enter required information.				See below
511	5.1.3. System crashes while clinician is documenting a note.				eClinicalWorks recommends that the client have more than

REF NO	*Functional Specifications and Requirements*	BUSINESS REQUIREMENT	OPTIONAL	NOT AVAILABLE	OFFEROR RESPONSE
					one server (full redundancy) and because eCW is a stateless architecture the event should be relatively transparent to the user.
512	6. Patient Portal Overview.	N/A			
513	6.1. Describe your patient portal and provide an overview of the functionality it provides. Indicate if the functionality noted is included as part of the 'core' offering as previously defined in this request document.		Yes		Please refer to Exhibit B Patient Portal for Information.
514	7. Map Creation of Specific Reports.	N/A			
515	7.1. Please list all the steps involved in creating a report of all the diabetic patients seen by the practice in the last year.				• Select Registry from the left tool band (see below left). • Select the Encounters Tab and click the 1Y past button to search the database for all encounters in the practice within the past year. Select “Run New” - a search is performed in real time. In the example shown below, the search returns 158 encounters. • Next, select the ICD code tab • SEL brings up a complete listing of ICD codes in the system – a key word search can be performed • Select the code desired; in the case of this example, 253.5, Diabetes insipidus, was selected – click OK • Select “Run New” - a search is performed on the previously returned results (the 158 encounters from 3-2008 to 3-2009), returning

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					one patient who has the ICD code of diabetes insipidus, 253.5.
516	7.2. Please list all the steps involved in creating the Unified Data Set (UDS) report required by Federally Qualified Health Centers (FQHC). Please review Exhibit H – Unified Data Set Elements, to assure that the product will generate the report appropriately.	Yes			1. From the Reports menu, click UDS Reports, then click Run. The system displays the UDS Reports dialog: 2. Use the drop-down list in the Report Name field to select the report to run. 3. Use the drop-down calendars to select the beginning and ending Service Dates and establish a date range for the report. 4. Use the Sel button after the Facility field to open the facilities list and select the facility for which the report will be run. 5. Click the Get Report button to run the report.

EXHIBIT F
Service Levels and Service Credits

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 eClinicalWeb 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. If eClinicalWeb does not meet the Up-Time Commitment, Client will be entitled to Service Credits, as outlined below.

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 eClinicalWeb'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 eClinicalWeb's specifications outlined in the Documentation for the Applications.

2. SERVICE CREDITS

eClinicalWeb's sole obligation and liability, and Client's sole remedy for eClinicalWeb's failure to meet the Up-Time Commitment set forth above, shall be limited to Client's right to receive the credits set forth in the table below (the "Service Credits").

The Service Credits will be applied to the Hosting Fees due under the Agreement for the calendar month following the month for which the Service Credits were earned by Client, and such Fees will be reduced by the amount of such Service Credits; provided, however, that in no event shall the amount of the Service Credits for any calendar month exceed the Fees due under the Agreement for such calendar month.

Client shall be entitled to receive the following Service Credits for eClinicalWeb's failure to meet the Up-Time Commitment, subject to the exclusions outlined above.

Availability Range	Percentage (%) of Fees
99.9+	0%
99.5 – 99.8	1%
99.0 – 99.4	2%
98.5 –98.9	3%
98.0 – 98.4	4%
< 98.0	5%

Client may request the right to terminate the Agreement by providing eClinicalWeb with 30 days advance written notice if the Up-Time Commitment is less than 98.0% for three (3) consecutive months. Any credit request for violation of SLA must be sent by the customer to eClinicalWorks, in writing, within 30 days of incident in order to receive credit.

eClinicalWorks

BUSINESS ASSOCIATE ADDENDUM

1. **Definitions**

   a. **Catchall definition:** The following terms used in this Addendum (whether or not capitalized) shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

   b. **Specific definitions:**

      i. **eClinicalWorks. "eClinicalWorks"** shall generally have the meaning as a "business associate" under 45 C.F.R. § 160.103, and in reference to the party to this Addendum shall refer to the entity defined as eClinicalWorks above.

      ii. **Customer. "Customer"** shall have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Addendum, shall refer to the entity defined as Customer above.

      iii. **HIPAA Rules. "HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. **Obligations and Activities of eClinicalWorks**

   a. eClinicalWorks agrees to:

      i. Not use or disclose protected health information other than as permitted or required by this Addendum or as required by law;

      ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Addendum;

      iii. Report to Customer in writing any use or disclosure of protected health information not permitted under this Addendum of which eClinicalWorks becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410 and any security incident, within seven (7) days of any breach or security incident;

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iv. In making any written report under Section 2(a)(iii) of this Addendum, abide by any reasonable written breach notification procedures actually received by eClinicalWorks from Customer, including but not limited to timely notification of the appropriate individual(s) identified in that document;

v. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of eClinicalWorks agree to the same restrictions, conditions, and requirements that apply to eClinicalWorks with respect to such information;

vi. Make available protected health information in a designated record set to Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.524 within thirty-one (31) days of receipt of such request;

vii. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Customer pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.526;

viii. Maintain and make available the information required to provide an accounting of disclosures to the Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.528 by providing such information within thirty-one (31) days of receipt of such request;

ix. To the extent eClinicalWorks is to carry out one or more of Customer's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s); and

x. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. **Permitted Uses and Disclosures by eClinicalWorks**

a. eClinicalWorks may use or disclose protected health information as necessary to perform the services set forth in the Agreement or under any other agreement between Customer and eClinicalWorks. eClinicalWorks is also authorized to use protected health information to de-identify the information in accordance with 45 C.F.R. § 164.514(a)–(c). eClinicalWorks may use de-identified information for the purpose of testing or maintaining its software or for any other purpose permitted by law.

b. eClinicalWorks may use or disclose protected health information as required by law.

c. eClinicalWorks agrees to make uses and disclosures and requests for protected health information consistent with Customer's minimum necessary policies and procedures.

d. eClinicalWorks may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Customer except for the specific uses and disclosures set forth below.

e. eClinicalWorks may use protected health information for its proper management and administration or to carry out the eClinicalWorks's legal responsibilities.

4. **Provisions for Customer to Inform eClinicalWorks of Privacy Practices and Restrictions**

a. Customer shall notify eClinicalWorks of any limitation(s) in Customer's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect eClinicalWorks's use or disclosure of protected health information.

b. Customer shall notify eClinicalWorks of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect eClinicalWorks's use or disclosure of protected health information.

c. Customer shall notify eClinicalWorks of any restriction on the use or disclosure of protected health information that Customer has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect eClinicalWorks's use or disclosure of protected health information.

5. **Permissible Requests by Customer**

a. Customer shall not request eClinicalWorks to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Customer, except that eClinicalWorks may use or disclose protected health information for management and administration and legal responsibilities as described above.

6. **Term and Termination**

a. **Term.** The Term of this Addendum shall be effective as the Effective Date, and shall continue according to the terms of the Agreement or on the date Customer terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b. **Termination for Cause.** eClinicalWorks authorizes termination of this Addendum by Customer, if Customer determines eClinicalWorks has violated a material term of this Addendum and eClinicalWorks has not cured the breach or ended the violation within thirty-one (31) days after written notice from Customer of the violation and associated term of this Addendum.

c. **Obligations of eClinicalWorks Upon Termination.** Upon termination of this Addendum for any reason, eClinicalWorks, with respect to protected health information received from Customer, or created, maintained, or received by eClinicalWorks on behalf of Customer, shall:

i. Retain only that protected health information which is necessary for eClinicalWorks to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Customer or, if agreed to by Customer, destroy the remaining protected health information that eClinicalWorks still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as eClinicalWorks retains the protected health information;

iv. Not use or disclose the protected health information retained by eClinicalWorks other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 3(e) of this Addendum; and

v. Return to Customer or, if agreed to by Customer, destroy the protected health information retained by eClinicalWorks when it is no longer needed by eClinicalWorks for its proper management and administration or to carry out its legal responsibilities.

d. **Survival.** The obligations of eClinicalWorks under this Section shall survive the termination of this Agreement.

7. **Miscellaneous**

a. **Regulatory References.** A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

b. **Amendment.** Customer and eClinicalWorks mutually agree that eClinicalWorks may amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

c. **Interpretation.** Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

d. **Governing Law.** This Addendum will be governed by the laws of the United States of America and by the laws of the State of Arizona. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Maricopa County, Arizona, as applicable, for any matter arising out of or relating to this Addendum without regard to any choice of law principles.

Contract Execution

IN WITNESS HEREOF, the respective authorized representative of each party has executed this Addendum to be effective as of the date of the last signature below.

Customer	
Authorized Signature:	
Name:	James Foley
Customer Title or Position:	DC PO

eClinicalWorks, LLC	
Authorized Signature:	
Name:	Alicia Cusato
eClinicalWorks Title or Position:	Sales Coordinator

ECLINICALWORKS, 112 TURNPIKE ROAD, WESTBOROUGH, MA 01588

PRICING SHEET: NIGP CODE 9200702, 92007

Terms:	NET 30
Vendor Number:	2011000063 0
Telephone Number:	774/275-1423
Fax Number:	508/475-0450
Contact Person:	Sameer Bhat
E-mail Address:	sameer@eclinicalworks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, ~~2015~~ 2018.**