

**CliniSync Participant Agreement (Physician) v5
ADDENDUM**

THIS ADDENDUM supplements and is made a part of the Participant Agreement (the "Participant Agreement") entered into by and between the Ohio Health Information Partnership, Inc. ("**Company**"), and the entity ("**Participant**") listed below.

FOR PARTICIPANT:	FOR COMPANY:
Organization Name: _____	Ohio Health Information Partnership, Inc.
Primary Address: _____ _____	3455 Mill Run Drive, Ste. 315 Hilliard, Ohio 43026
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
EIN/NPI: _____	

RECITALS

Company and the Participant are parties to the Participant Agreement pursuant to which Company provides certain Health Information Exchange ("HIE") services to the Participant. As required by Section 2 and Section 3 Paragraph 3.1, the parties desire to amend the Participant Agreement to add CliniSync Additional Services. The parties intend for this addendum to supplement and become effective as of the date signed.

STATEMENT OF AGREEMENT

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Unless otherwise provided in this Addendum, capitalized terms have the same meanings as set forth in the Participant Agreement.
2. The following services shall be added to Section 1 of the Participant Agreement as CliniSync Physician Services:

CliniSync Physician Services

Service	Description	Fee
Direct Messaging and Provider Directory	Ability to send Direct Messages using the CliniSync DirectTrust.org certified Health Information Service Provider (HISP) or HISP provided by Participating Organization's EHR. Access to a secure Provider Directory that includes DirectTrust or secure email addresses of other physicians, hospitals and other providers to improve transitions of care.	No Charge
Community Health Record	Ability for authorized and authenticated users to search and retrieve patient information exchanged through the CliniSync HIE to create a longitudinal health record. This can be done using a web portal or the Participating Organization's EHR with standard interface protocols.	No Charge
Referrals	Ability to share patient information from your EHR or the CliniSync Community Health Record to providers to whom you are referring patients and from providers from which you receive patients using a customizable electronic closed loop referral process. This process can be used to exchange data with any provider on the CliniSync network from within the CliniSync web portal that is a certified participant of the eHealth Exchange.	No Charge
Clinical Results and Reports Delivery	Receive patients' lab results, radiology and transcribed reports directly into your EHR, such as care summaries, history & physicals, and progress notes. Results and Reports can be delivered to physician EHR or for paper-based or those who are not able to handle structured, inbound HL7 interface feeds, via PDF document.	No Charge ¹

¹Physician EHR vendor costs may apply.

- 3. Site Administrator.** Participant will designate a person ("Site Administrator") to whom all CliniSync communications may be addressed and who has the authority to act on all aspects of the services. The Site Administrator is responsible for ensuring understanding of their responsibilities. The Site Administrator will also coordinate participant participation and ensure timely management decisions are made. In addition to the above, the Site Administrators responsibilities include:
- i. The Site Administrator's responsibilities include, but are not limited to, performing duties related to authentication, determining appropriate access requirements, and notifying CliniSync in instances of improper use as defined by CliniSync policy.
 - ii. The Site Administrator's identity must be verified in accordance with the Partnership's Identity Proofing Procedure. The Site Administrator will then be authorized to provision access to those within their organization in accordance to the minimum necessary requirement as defined by HIPAA in the same HIPAA-compliant manner used when issuing other credentials to conduct their organizations business.

- 4. To the extent provided herein, this Addendum supersedes or modifies any inconsistent provision of the Participant Agreement to the contrary.
- 5. All other terms and conditions of the Participant Agreement shall remain in full force and effect.

SIGNATURES

FOR PARTICIPANT:

FOR COMPANY:

Ohio Health Information Partnership, Inc.

Signed: _____

Signed: _____

To electronically sign this contract, please type "/s/" before your name or insert a photo of your signature.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Section 2 CliniSync Additional Services

1. CliniSync Additional Service Options for Fee

The following Additional Services are available from CliniSync. If the Additional Service is selected by Participant, it shall be incorporated into this Agreement and the Project Scope Document and subject to the terms of this Agreement.

Service	Implementation Fee
<p>Contribute Data to CliniSync</p> <p>Ability to contribute data to CliniSync for the purposes of updating patient identification, consent, and/or other clinical information (e.g., CCD) within the Community Health Record.</p>	n/a
<p>Notify (Stand Alone Solution)</p> <p>Allows Providers to receive notifications on patients who are included in a Patient Panel and uploaded to the Notify application (Either Admit or Discharge). These notifications can be sent by Direct message, regular email or SMS (text message). Providers can also receive notification on patients when they are the provider of record as reported by the patient on admission or discharge at a Participating Organization. These notifications can also be sent by Direct messages, regular email or SMS (text message).</p>	n/a
<p>Clinical Dispatcher (Integrated Solution)</p> <p>Receipt of Participant Active Patient List to support the “push” or delivery of admission/discharge/transfer notifications (“ADT”) for Participant’s Active Patient List from mutually selected Hospital Participant(s) directly to the Participant system via Clinical Dispatcher (HL7) software. *One-time implementation fee will be collected prior to technical kick-off date.</p>	\$16,000*

2. Annual Subscription Fees

Annual Subscriptions Fees are calculated per fulltime equivalent physicians (e.g. MD, DO) per year and is cumulative as noted in **Table 2.1** For Participating Organizations over 10 physicians, the cost for each additional physician goes down, so the sliding scale keeps the price affordable for larger Participating Organizations. For example, a Participating Organization with 2 physicians would pay \$300 each or \$600 per year for the practice. A Participating Organization with 21 physicians would pay \$300 each for the first 10 physicians and \$240 each for the next 10 physicians and \$180 for the last physician which would equal \$5580 per year for the Participating Organization.

Table 2.1. Annual Subscription Fees

# Physicians in Practice	Annual Subscription Fee Per Physician Per Year	# of Physicians (FTE)	Cost per group*
1-10	\$300	_____	\$_____
11-20	\$240	_____	\$_____
21-30	\$180	_____	\$_____
31-50	\$120	_____	\$_____
51+	\$60	_____	\$_____

Additional fees may apply from the Participating Organization's electronic health record vendor. *The fee is for the ability to contribute data or use Notify. In the example above this practice would only pay \$5580 annually even if they are contributing data and using Notify.

Beginning on the earlier of the Live Date or ninety (90) days after the Contribution, Notify or Clinical Dispatcher Project Implementation Kick-Off Date, Participant shall pay the Annual Subscription Fee for Additional Services according to the schedule listed in the chart above. The first Annual Subscription Fee payment shall be prorated from such date to the end of the calendar year. Thereafter, Fees for Additional Services shall be paid annually on a calendar year basis. Fees for Additional Services shall be paid in accordance with Section 3 Paragraph 10. Participant hereby selects "Contribute Data", "Notify" and/or "Clinical Dispatcher" as an Additional Service and agrees to pay the Annual Subscription Fee for such service.

Total Number of Fulltime Equivalent Physicians per year at all Facilities _____

Price for One Year of Contribution, Notify and/or Clinical Dispatcher* _____

(*Price will be adjusted annually to account for changes in the number of physicians.)

3. One-time Implementation Fee

Prior to the agreed upon Technical Project Kick-Off Date for Clinical Dispatcher, Participant shall pay the implementation fee for Additional Services according to the chart in Section 2, 1. Fees for Additional Services shall be paid in accordance with Section 3 Paragraph 10. Participant hereby selects "Clinical Dispatcher" as an Additional Service and agrees to pay the implementation fee for such service which will be payable prior to the technical kick-off date.

Price for Clinical Dispatcher _____

Signature _____ **Date** _____

To electronically sign this contract, please type "/s/" before your name or insert a photo of your signature.

Print Name _____

4. Additional Participant Obligations

The Additional Participant Obligations listed in Section 1 shall apply to the Additional Services selected by Participant.

[End of Additional Services]

Exhibit A

Additional Facilities

Additional facilities shall include the following as wholly owned subsidiaries of Participant:

Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	
Entity Name:	
Primary Address:	
County:	
EIN/NPI:	

Additional facilities can be provided in a separate document if the number exceeds the space on this page.