

**CLINISYNC STATEMENT OF
WORK BUSINESS ASSOCIATE
ACCESS**

Name	Functionality	Description
Business Associate to Sponsor Contribution Services to Participant	Participant to Adopt Contribution Services from Company	Participant designates a BA to cover Contribution Service Fees from Company

1. Ohio Health Information Partnership, Inc. ("Company"), and _____ ("Participant") are parties to a Participant Agreement under which Participant participates in the CliniSync health information exchange and Company provides health information exchange services to Participant. The Participant Agreement allows for additional services to be provided upon mutual agreement by the parties pursuant to a Statement of Work. This Statement of Work sets for additional services to be provided related to Contribution.
2. BA Access to Data. University Hospitals Quality Care Network ("UH QCN") is the Business Associate ("BA"), as defined in 45 CFR 160.103, of Participant. Participant wishes to allow BA to cover Contribution fees with Company. Participant and BA are party to a University Hospitals Quality Care Network Participating Provider Agreement.
3. Participant agrees that BA is acting as an agent of and on behalf of Participant at all times when covering contribution fees on behalf of Participant.
4. As permitted by law, Participant shall indemnify and hold harmless Company and all employees, officers, directors, and agents of Company for any and all claims, penalties, liabilities, losses, damages, settlements, and costs (including attorneys' fees) arising directly or indirectly out of any acts or omissions of BA.
5. To the extent necessary, Participant shall make modifications to its existing CliniSync interface feeds to allow for the exchange of data as described in this Statement of Work.
6. This Statement of Work is an amendment to the Participant Agreement agreed to by both parties as described in the Participant Agreement, and shall be added to and incorporated into the Participant Agreement. Either Company or Participant may terminate this Statement of Work at any time, for any reason, upon ten (10) days written notice to the other party and such terminate shall not otherwise effect the term of Participant Agreement.
7. CliniSync Additional Services. Beginning on the earlier of the Live Date or ninety (90) days after the Contribution Project Implementation Kick-Off Date, BA shall cover the Participant's Annual Subscription Fee for Additional Services. 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 of the CliniSync Participant Agreement should the Participant no longer participate in the UH Quality care Network.
 - a. The BA, UH QCN, requests a single invoice for additional services inclusive of mutually agreed to UH QCN member practices.
 - b. The BA, UH QCN, agrees to cover Participant's Contribute fee so long as Participant is an active member of the UH Quality Care Network.
 - c. Participant agrees to payment terms and conditions as identified in the Participant Agreement for Additional Services should Participant no longer be an active member of the UH Quality Care Network.

BA and Participant hereby selects "Contribute" as an Additional Service. BA agrees to pay the Annual Subscription Fee for such service on behalf of Participant.

**Subscription Fee, price will be adjusted annually to account for changes in the number of participating practices.*

SIGNATURES

FOR PARTICIPANT:

Practice Name: _____

Signed: _____

Name: _____

Title: _____

Date: _____

FOR COMPANY:

Ohio Health Information Partnership, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

FOR BUSINESS ASSOCIATE:

University Hospitals Quality Care Network

Signed: _____

Name: _____

Title: _____

Date: _____