

**Statement of Work  
 PatientCare 360™ Web-Based Portal Per Authorized User**

This Statement of Work (“SOW”) is a binding contract between the parties and is hereby made a part of, and incorporated by reference into, the Participant Agreement (“Agreement”) by and between CORHIO, a Contexture Organization, and the entity listed below (“Participant”) and subject to all the terms and conditions contained therein. The SOW is effective upon execution by both parties (“SOW Effective Date”). It will supersede and control over any contradictory terms set forth in the Agreement with respect to the services set forth herein and will be deemed to have augmented and modified the rights and obligations of the parties under the Agreement to the extent necessary to give each provision of this SOW full force and effect. Following this SOW, all references to the term “Agreement” in the Agreement will include the terms and conditions of the Agreement and this SOW, for the term of this SOW, as herein defined.

<b>Party:</b>	<b>PARTICIPANT</b>
<b>Legal Business Name:</b>	Huerfano County Coroner
<b>DBA:</b>	
<b>Physical Street Address:</b>	401 Main Street, Ste 201
<b>Physical City, State, Zip</b>	Walsenburg, CO 81089
<b>Primary Contact:</b>	Name: Vonnie Valdez Phone: 719-738-2425 Email: <a href="mailto:vvaldez@huerfano.us">vvaldez@huerfano.us</a> Email for Invoices: <a href="mailto:vvaldez@huerfano.us">vvaldez@huerfano.us</a>

In consideration of the foregoing, the parties agree as follows:

1. **DEFINITIONS.** The capitalized terms used in this Master SOW will have the definitions provided in this SOW or, if not provided in this SOW, in the Agreement.
  - a. “**Account**” means the mechanism through which access to the Services is provided by CORHIO to an individual Authorized User, utilizing a unique Account login. Each Account will be assigned to, and may only be utilized by, a single Authorized User.
  - b. “**Authorized User**” has the same meaning in the Agreement and means an employee or contractor of Participant or any Participant affiliate (as listed in Attachment 2 – Participant Providers attached hereto, where such provider must be a health care provider or entity of Participant or Participant affiliate with a National Provider Number (NPI) accepted as a provider in the State Innovation Model (SIM), Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Colorado Department of Health Care Policy and Financing (“Participant Provider”)) who is uniquely identified and credentialed with an Account to access the PatientCare 360 Services, pursuant to Participant’s specific request to CORHIO.
  - c. “**Implementation**” means the installation and initial testing of the services described in this SOW.
2. **COMPLIANCE WITH LAWS AND POLICIES.** This SOW and the rights and obligations of the parties hereunder are made subject to, and each party will at all times comply with, all applicable Laws and Policies.
3. **SERVICES.** Subject to the terms of this Agreement, CORHIO will use commercially reasonable efforts to provide the following Services:

**Table A: Summary of Service**

Service Requested	Description
<b>PatientCare 360® Web-Based Portal</b>	<p>PatientCare360® is a web-based longitudinal patient view including aggregated clinical and demographic data from disparate health systems' available data sources. The Community Health Record function of the portal provides Authorized Users with query-based access (including break the glass capability to access additional patient records with appropriate permissions) to a longitudinal view of a Patient's health data as available in the HIE System. Data sources include:</p> <ul style="list-style-type: none"> <li>• Demographic and face sheet data</li> <li>• Lab and pathology results in several formats</li> <li>• Encounter documentation including transcribed notes, provider encounter date, and insurance information</li> <li>• Radiology and imaging results and reports</li> <li>• Allergies</li> <li>• Medical Diagnosis and Problems List with dates (if sent)</li> <li>• Medical Treatments and Procedures with dates (if sent)</li> <li>• Past Hospitalizations with dates</li> <li>• Ability to query for Continuity of Care Documents (CCD) from a connected Data Provider</li> </ul>

**Table B: Summary of CORHIO's Implementation Services**

Service Requested	Description
<b>Project &amp; Implementation Management</b>	<p>CORHIO will assign a project manager to oversee Implementation planning, scheduling and execution. The project manager will be the first point of contact for Participant during Implementation. CORHIO Project Manager and Participant will jointly be responsible for managing the project schedule, risks, and issues.</p>
<b>Healthcare Quality Improvement Consulting</b>	<p>(Optional) For an additional hourly fee, CORHIO's Healthcare Quality Improvement team is available to provide consulting support services to Participant's staff to assist in integrating new CORHIO HIE Services into staff workflow.</p>
<b>Authorized User Training</b>	<p>All Authorized Users identified on the Authorized User request form will receive credentials to online training modules from CORHIO that are available for 6 months.</p>
<b>Escalation Contact</b>	<p>CORHIO shall make available a point of contact for escalation of issues or concerns during the Implementation.</p>
<b>Ongoing Maintenance, Support Desk, &amp; Monitoring Support</b>	<p>CORHIO will provide routine maintenance, support desk and system monitoring services for the PatientCare360® product in accordance with the terms of the Agreement and CORHIO's then-current Service Levels.</p>

4. **PARTICIPANT OBLIGATIONS.** In addition to the obligations set forth in the Agreement and subject to the terms and conditions thereto, Participant agrees to do the following in support of the Services described in this SOW:
- a. **Planning and Resource Coordination.**
    - i. Participant shall coordinate internal resources required for the implementation work to proceed. Participant acknowledges that implementation of the Services will require multiple meetings and that CORHIO can only proceed with participation from the Participant.
    - ii. Participant agrees to provide a point of contact (POC) for outage information as well as a HIPAA Compliance or Privacy Officer. Participant agrees to notify CORHIO within fourteen (14) days of any changes to these roles.
  - b. **Notice of Participation.** Participant is responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law. Participant is responsible for providing Patients with notice of their right to Opt-Out of having their information compiled and shared in PatientCare 360 and must appoint an individual, or individuals, within the organization to manage the Patient Opt-Out process.
  - c. **Authorized User Accounts for PatientCare360® Access.**
    - i. **Access.** Access to the HIE System and Services will be provided only to Authorized Users. Participant will provide all information requested by CORHIO, including a unique email address, in connection with the establishment of each Account, which may be used only by the Authorized User of the applicable Account. Participant is responsible for requiring all Authorized Users to meet the requirements of this SOW and applicable Policies and Laws for access to the HIE System and Services. Participant will ensure the security and confidentiality of each Account and the associated login credentials and will notify CORHIO immediately if any Account login credentials are lost, stolen, or otherwise compromised.
    - ii. **User Authentication.** CORHIO provides access to the Services via secured methodology. Consistent with industry standards and best practices, CORHIO is incorporating multi-factor authentication for access to the Services by all Authorized Users that access PatientCare 360 through the web portal (n/a for those using single sign-on through Participant's EHR). Following Implementation and on a schedule that is mutually agreeable to CORHIO and Participant (in no case to exceed three (3) months), all Authorized Users of Participant that access PatientCare 360 through the web portal will be trained on and required to install and utilize a software application that will be used to validate Authorized User identity.
    - iii. **Training.** Each Authorized User will complete all training regarding the use of the HIE System and Data required by CORHIO, and Participant will certify that each Authorized User has completed all such training and signed the Appropriate Uses & Disclosures form, a sample of which has been provided as **Attachment 1**.
    - iv. **Changes in Authorized User Status.** Participant is responsible for initiating, updating, removing or suspending access of its Authorized Users to the HIE System in compliance with applicable Laws and Policies and the Agreement. Participant shall notify the CORHIO Helpdesk immediately of any changes in the status of any Authorized User (or their ability to access the HIE System or Services) as set forth in the applicable Policies, including but not limited to employee departures or terminations.
  - d. Participant is fully responsible for all fees, liabilities, and damages incurred through use of each Account (whether lawful or unlawful) and any activity completed through any Account will be deemed to have been completed by Participant.

**5. FEES AND INVOICING.**

a. The following Fees are payable to CORHIO by Participant and will be added to other Fees due under the Agreement.

i. **PatientCare 360 Implementation Fee: One-Time Fee of \$500.00 per Participant Provider listed in Attachment 2** (waived if the following check box is checked)

Colorado State Program Funding applicable.

ii. **Subscription Fees:**

Number of Users	PatientCare360 Quarterly	PatientCare360 Annual	Billing Cycle
1	\$48	\$190	Annual
2-5	\$238	\$950	Annual
6-10	\$355	\$1,420	Annual
11-15	\$615	\$2,460	Quarterly
16-20	\$805	\$3,220	Quarterly
21-25	\$1,088	\$4,350	Quarterly
26-30	\$1,325	\$5,300	Quarterly
31-35	\$1,560	\$6,240	Quarterly
36-40	\$1,798	\$7,190	Quarterly
41-45	\$2,033	\$8,130	Quarterly
46-50	\$2,270	\$9,080	Quarterly
51-60	\$2,600	\$10,400	Quarterly
61-70	\$3,073	\$12,290	Quarterly
71-80	\$3,545	\$14,180	Quarterly
81-90	\$4,018	\$16,070	Quarterly
91-100	\$4,490	\$17,960	Quarterly
101-125	\$5,340	\$21,360	Quarterly
126-150	\$6,003	\$24,010	Quarterly
151-175	\$7,135	\$28,540	Quarterly
176-200	\$8,318	\$33,270	Quarterly
201-225	\$9,498	\$37,990	Quarterly
226-250	\$10,680	\$42,720	Quarterly
251-275	\$11,860	\$47,440	Quarterly
276-300	\$13,043	\$52,170	Quarterly

301-325	\$14,223	\$56,890	Quarterly
326-350	\$15,405	\$61,620	Quarterly
351-375	\$16,585	\$66,340	Quarterly
376-400	\$17,768	\$71,070	Quarterly
401-425	\$18,948	\$75,790	Quarterly
426-450	\$20,130	\$80,520	Quarterly
451-475	\$21,310	\$85,240	Quarterly
476-500	\$22,493	\$89,970	Quarterly
501-550	\$23,673	\$94,690	Quarterly
551-600	\$26,035	\$104,140	Quarterly
601-650	\$28,398	\$113,590	Quarterly
651-700	\$30,760	\$123,040	Quarterly
701-750	\$33,123	\$132,490	Quarterly
751-800	\$35,485	\$141,940	Quarterly
801-850	\$37,848	\$151,390	Quarterly
851-900	\$40,210	\$160,840	Quarterly
901-950	\$42,573	\$170,290	Quarterly
951-1000	\$44,935	\$179,740	Quarterly

**This contract covers 1 Authorized User at a rate of \$190.00 per year.** Contracts will be reviewed annually, and fees will be modified based on the number of authorized users for the renewal term. CORHIO reserves the right to increase fees during the Term in the event that Participant materially increases its number of Authorized Users utilizing the Services.

**\* The pricing set forth in this Section is valid for 90 days from Participant’s receipt of this SOW. If the SOW is not executed within 90 days of receipt, then CORHIO reserves the right to adjust the pricing for the Services.**

**b. Invoicing.**

i. CORHIO will issue electronic invoices to Participant for the Services. Participant shall provide an email address to CORHIO for electronic invoicing and shall update CORHIO within 14 days of any change in email address. If Participant requests paper billing, Participant shall provide CORHIO with proper mailing address and contact information.

ii. **Implementation Fees.**

1. Unless waived, CORHIO will invoice Participant 50% of the Implementation Fees within 30 days of the SOW Effective Date and the remaining 50% of the Implementation Fees within two weeks of Implementation of the Services or six months after SOW Effective Date (whichever is earlier). Payment is due within 30 days of receipt of invoices and is non-refundable.

2. Use of Colorado State Program Funding to cover Implementation Fees is subject to availability. If the programs are discontinued or the funds are no longer available at the time that Participant seeks to set-up and implement the Services identified herein, then Participant shall be responsible for covering the one-time implementation Fees.
- iii. **Subscription Fees.** User Fees for Authorized User access to the HIE System will be billed starting the first day following access by an Authorized User to the HIE System. Fees are calculated based on the number of Authorized Users at the time of contract execution. The number of Authorized Users will be reviewed at least annually with the practice and pricing will be adjusted upon that review.
6. **DISCLAIMER.** CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE TO COMPLETE OR TIMELY PERFORM THE SERVICES THAT IS SUBSTANTIALLY CAUSED BY THE PARTICIPANT’S FAILURE TO MEET THE EXPECTATIONS SET FORTH HEREIN, INCLUDING FAILURE TO ALLOT APPROPRIATE TIME AND RESOURCES FOR IMPLEMENTATION AND TESTING. CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE BY PARTICIPANT TO FULFILL THE OBLIGATIONS SET FORTH HEREIN, INCLUDING RELATED TO ACCESS TO THE HIE SYSTEM AND SERVICES VIA ACCOUNTS ISSUED BY CORHIO OR BY AUTHORIZED USERS.
7. **TERM.** This SOW shall remain in effect consistent with terms of the Participant Agreement and may be extended or renewed in writing for subsequent one-year terms subject to the negotiation of applicable fees. The Services described in this SOW may be terminated as described in the Participant Agreement or upon 90 days’ prior written notice to the other party.
8. This SOW may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By signatures of their duly authorized representatives, the Parties hereby agree to be bound by the terms of this SOW.

<b>FOR PARTICIPANT:</b>	<b>FOR CORHIO:</b>
Huerfano County Coroner	Colorado Regional Health Information Organization, a Contexture Organization
<b>Signed:</b>	<b>Signed:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

## Attachment 1

### Appropriate Uses & Disclosures

As a condition of being an Authorized User of CORHIO's PatientCare360® Health Information Exchange Portal, I agree to abide by the following terms and conditions:

1. I will not disclose my account credentials (username and password) to anyone.
2. I will not allow anyone to access the HIE System using my username and password.
3. I will not attempt to learn or use another's username and password.
4. I will not access the HIE System using a username and password other than my own.
5. I am responsible and accountable for all data retrieved and all entries made using my username and password.
6. If I believe the confidentiality of my username and password has been compromised, I will immediately notify the CORHIO help desk ([helpdesk@corhio.org](mailto:helpdesk@corhio.org) or 720-285-3277) so that my password can be changed.
7. I will not leave my computer unsecured while logged into the HIE System.
8. I will treat data available to me through the HIE System confidentially, as required by the Health Insurance Portability and Accountability Act and its implementing regulations (HIPAA). I will not disclose any confidential information unless required to do so within the official capacity of my job responsibilities, and then only limited to parties with a legitimate need to know.
9. I will not access, view, or request information regarding anyone with whom I do not have a clinical relationship, or a need to know in order to perform my job, including my own data.
10. I acknowledge that my use of the HIE System will be routinely monitored to ensure compliance with this agreement.
11. I further acknowledge that if I violate any of the terms as stated above, I am subject to loss of HIE System privileges, legal action, and/or any other action available to CORHIO.

**By:** \_\_\_\_\_

**Authorized User Signature**

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Date:**



## Attachment 2

### Participant Providers List

Name of Participant Provider	Participant Provider Address	TIN	NPI ID
Huerfano County Coroner	401 Main Street, Ste 201 Walsenburg, CO 81089	98-04909	n/a