

## Hospital Vendor Contract – Summary Sheet

1.     ☒ Existing Vendor                                     ☐ New Vendor

2.     **Name of Contract:** Addendum for Health Information Service Provider (HISP) Services

3.     **Contract Parties:** eClinicalWorks (ECW) and Mangum Family Clinic

4.     **Contract Type Services:** Direct messaging services via ECW

      a. **Impacted hospital departments:**

- Rural Health Clinic
- Compliance
- IT

5.     **Contract Summary:**

From a compliance standpoint, the clinic is required to connect their certified electronic health record (EHR) technology (CEHRT) ---ECW--- to a HISP (Health Information Services Provider) to maximize care coordination, secure communications and secure data.

By connecting direct messaging to a HISP, the clinic is meeting Meaningful Use (MU)/Promoting Interoperability (PI) requirements.

Under the agreement with ECW, the HISP service is provided by a third party, eClinicalDirect, LLC.

eClinicalDirect will allow ECW to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP.

eClinicalDirect will allow the clinic to meet this compliance requirement.

6.     **Cost:** ☒ \$120.00 per year

7.     **Prior Cost:** None.

8.     **Termination Clause:** Written notification within 60 days prior to ending term.

- a. **Term:** 1 year and shall be automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior.

9.     **Other:**

# Addendum for HISP Services



**Prepared For:** Mangum Family Clinic  
**Contact Name:** Craig Peter  
**Customer Tel/Fax:** 918-510-4588  
**Customer Email:** cpeter@chmcok.com  
**Customer Address:** 118 S. louis Tittle, MANGUM, OK - 73554

**Send Invoice To:** Mangum Family Clinic  
**Contact Name:** Craig Peter  
**Contact Tel/Fax:** 918-510-4588/ cpeter@chmcok.com  
**Contact Address:** 118 S. louis Tittle, MANGUM, OK - 73554

**Agreement Prepared By:** Mahesh Rajput

**eClinicalWorks**  
Westborough Executive Park  
2 Technology Drive  
Westborough, MA 01581  
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## This is an addendum to the Master Agreement between eClinicalWorks and Mangum Family Clinic

Effective Date: 15th February 2023

This Addendum is valid for ninety (90) days from February 15, 2023. If Addendum has not been signed within ninety (90) days of issuance, please contact eClinicalWorks for a new Addendum.

### HISP Service: Direct Messaging Addendum

On-Going Subscription Cost for Organization Level Certificate	\$120 per Database per Year
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**Payment Terms:** The On-Going Subscription cost is as outlined above. The fees per database will start from the date that the organization's direct address is approved and will be paid by the Customer. These fees will be billed upfront on a yearly basis commencing on the date of the organization's direct address approval. Cancellations must be initiated by opening a case with the eClinicalWorks help desk. Because certificates are purchased on an annual subscription basis, there will be no prorated refund if termination occurs mid-year. Per database fees are subject to change once annually upon thirty (30) days' notice to Customer.

**Terms and Conditions:** The Direct Project is a public-private partnership initiative of the Office of the National Coordinator for Health Information Technology of the United States Department of Health and Human Services. The Health Information Service Provider ("HISP") service is provided by a third party, eClinicalDirect, LLC ("eClinicalDirect"), under agreement with eClinicalWorks. eClinicalDirect is a participant in the Direct Project, through which Direct Messaging is coordinated. Capitalized terms not defined herein have the meaning generally ascribed to those terms within the Direct Project context.

eClinicalWorks offers HISP services through eClinicalDirect HISP. Organization level certificate (LOA3) will be created for each eCW database through a third party vendor (DigiCert) after a Trusted Agent ("TA") vetting process. The organization level certificate will be linked to all provider direct addresses within the database. **Therefore, by selecting this option Customer is explicitly consenting to share its "Directory Information" (as such term is defined by DirectTrust).** The Trusted Agent will be responsible for gathering, verifying, reporting and maintaining the documents for every provider linked to that certificate. Trusted Agents are representatives of customer organizations to assist in collecting, verifying, reporting and maintaining the documentation necessary to issue Direct Certificates. Before a representative can act as a Trusted Agent, the representative must first verify their identity with DigiCert in accordance with DT LOA3 and FBCA Medium or Basic, depending on the HISP. The representative then executes an agreement that appoints them as an agent of DigiCert for the purposes of collecting documentation, verifying identities, and maintaining identity information.

eClinicalDirect will enable physicians using eClinicalWorks EMR software to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP in the DirectTrust (Accredited/Transitional) Bundle. eClinicalDirect will provide the HISP Service according to NHIN Direct specifications, including use of the "Direct Standard" to send encrypted health information directly to known, trusted recipients. eClinicalDirect will provide (a) approved Direct e-mail addresses and (b) services to process Direct-compliant messages to and from Direct e-mail addresses, each of which is bound to a Direct-compliant X.509 digital certificate. The Direct Organization level certificates bound to a Direct e-mail

address by the CA will be issued pursuant to the identity proofing requirements of DirectTrust Certificate Policy.

Customer understands and agrees that in order to use this service, and in order for eClinicalDirect to provide this service, both are subject to the provisions set forth below from DirectTrust's Provider Directory Data Sharing Policy ("DT Policy"). All terms undefined below are defined in the DT Policy. The DT Policy is subject to change and the Customer understands that by using the HISP Service they must adhere to the terms, which may be updated and published from time to time on DirectTrust's website. Customer agrees to periodically review the DT Policy on DirectTrust's website. If Customer does not agree to comply with it, Customer will contact eClinicalWorks to terminate the HISP Service. Customer's continued use of the HISP Services will be considered Customer's acceptance of the current terms of the DT Policy.

**Permitted Uses of Directory Information.** eClinicalDirect may use the Directory Information received from a DirectTrust Aggregator only for the purposes of:

- (a) Supporting the Direct Messaging and related HISP services provided by eClinicalDirect to Customer and to Qualified Users.
- (b) Permitting and enabling its Qualified Users to search the Directory Information by selected individual data elements.
- (c) Sending messages to Direct Addresses contained in the DirectTrust Provider Directory

**Prohibited Uses of Directory Information.** This section discusses inappropriate uses of Directory Information obtained from the DirectTrust Aggregator. The intent is not to impede standing medical practices, interactions with insurance companies, suggestions by Accountable Care Organization for follow-on procedures, etc. The intent is to provide reasonable assurances to Direct message recipients that their systems will not be flooded with messages inappropriate for their electronic systems' workflow as a result of their participation in the DirectTrust Directory. Qualified Users may not use the Directory Information for any purpose not covered in the "Permitted Uses" section of this Policy without express written permission of the Disclosing Party including but not limited to:

- a. Selling, disclosing, making available, or otherwise permitting to obtain, DirectTrust Directory Information to any third party that is not a Qualified User, and/or which is not a legal client of eClinicalDirect (through eClinicalWorks) and which is receiving HISP services from the eClinicalDirect (through eClinicalWorks).
- b. Providing and/or using the Directory Information for direct marketing, database marketing, telemarketing, marketing analysis, or research purposes.
- c. Under no circumstances shall eClinicalDirect use, or permit their Subscribers to use, the Directory Information for any of the following activities:
  - a. Advertising
  - b. Pop-up ads
  - c. Soliciting business
  - d. Surveys
  - e. Any unsolicited communications using Director Information by or on behalf of parties not already part of the healthcare team or not already part of the normal healthcare workflows.

Maintaining Currency of Directory Information. Customer must notify eClinicalDirect (through eClinicalWorks) to update Directory Information as needed (such as when providers join or leave the practice, or addresses change, etc.).

Remediation. In the event a Disclosing Party notifies DirectTrust of any use of Directory Information in violation of this Policy:

- a. DirectTrust shall notify in writing eClinicalDirect responsible for the use in violation of this Policy.
- b. eClinicalDirect (through eClinicalWorks) shall immediately notify in writing (email sufficient) Customer of the use in violation of this Policy and shall immediately inform Customer to stop using the Direct Addresses of concern in the offending context.
- c. eClinicalDirect, in its capacity as a HISP, will take action, if necessary, within 2 business days after notice of the violation, to block the sending of messages using Directory Information in violation of this Policy.
- d. In the event eClinicalDirect or Customer discloses any portion of the DirectTrust Directory Information in an unauthorized or unapproved manner, the offending party will immediately notify the unauthorized recipient that the information was delivered in error and must be removed.

Neither eClinicalWorks nor eClinicalDirect is responsible for the misuse of the Direct account(s) used by Customer or its providers. Customer is responsible for notifying eClinicalWorks in case of any breach of the Direct mail account(s) and for verifying the identities of all providers and retaining all documentation of such verification as required by law.

The Customer may choose to send messages outside the DirectTrust bundle, and if so, the Customer, subject to any agreement that it may reach with any vendors to facilitate such communications, bears sole responsibility for any and all such communications. Therefore, eClinicalWorks shall not be liable for any of such communications.

Customer further agrees that all services rendered under this Addendum are exclusively provided under and subject to the terms and conditions of the Master Agreement between eClinicalWorks and Customer, including but not limited to all matters related to payment, scope of work, and limitation of liability. Customer acknowledges and agrees that it is not an incidental or an intended third-party beneficiary under any agreement between eClinicalWorks and eClinicalDirect.

Customer agrees that it alone is obligated to maintain any and all documentation required by applicable laws and regulations concerning Direct-compliant messages and any other information transferred under the On-Going Subscription. Further, eClinicalWorks is not obligated to maintain information about Direct-compliant messages and any other information transferred under the On-Going Subscription except as specifically required by applicable laws and regulations.

eClinicalWorks

## Addendum Execution

IN WITNESS WHEREOF, an authorized representative has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above.

### CUSTOMER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name - Print or Type

\_\_\_\_\_  
Customer Company - Print or Type

\_\_\_\_\_  
Date



eClinicalWorks