

E-PRESCRIBING SERVICES TERMS

Certain software licensed by Allscripts Healthcare, LLC (“Allscripts”) may allow Client to access E-Prescribing Services (as defined below) to route prescriptions, access prescription history, and access benefits information. The E-Prescribing Services incorporate technologies and services provided from both NDCHealth Corporation d/b/a RelayHealth, now known as Change Healthcare Technologies, LLC (“RelayHealth”) and Surescripts, LLC (“Surescripts”). Collectively, RelayHealth and Surescripts are referred to as the “E-Prescribing Service Provider.”

The following terms (the “Flow Down Terms”) are required by the E-Prescribing Service Provider for Client to use the E-Prescribing Services. Therefore, Client agrees as follows:

SECTION 1. DEFINITIONS

“**Client Prescriber(s)**” means an individual, located in the United States or a United States territory, that (i) is employed by, an active member of the medical staff of, workforce of (as defined in 45 C.F.R. § 160.103) or otherwise performing healthcare services as an authorized representative of Client; and (ii) if required by Applicable Laws to be licensed, registered, or otherwise authorized by a Governmental authority, is properly and duly licensed, registered, or otherwise authorized with the appropriate Governmental authority to perform the applicable healthcare services.

“**Data Source(s)**” means all Pharmacy Benefit Manager Data Sources and Pharmacy Data Sources.

“**E-Prescribing Services**” means (1) the Prescription History and Benefits Services and (2) the Prescription Routing Services.

“**End User**” means a licensed prescriber customer/client, pharmacy customer/client, or other health care provider customer/client of Allscripts who is duly licensed or registered with the appropriate governmental authority to issue or receive prescription orders and that has entered into a written agreement with Allscripts to facilitate the Prescription Routing Services through the Prescription Routing Services network.

“**Allscripts E-Prescribing Product(s)**” means Allscripts software certified by Surescripts for use with the Prescription Routing Network.

“**Pharmacy Benefit Manager Data Source(s)**” means a pharmacy benefit manager, health benefit payor or administrator, or other similar entity which has entered into a written agreement with Surescripts or RelayHealth pursuant to which that entity discloses eligibility, benefits or formulary information to Surescripts and provides Surescripts with all rights necessary or required to enable Surescripts to provide the information to a customer/client for the purposes described in these Flow Down Terms.

“**Pharmacy Data Source(s)**” means a pharmacy, pharmacy chain, or aggregator that aggregates medication history information on behalf of pharmacies, which has entered into a written agreement with Surescripts pursuant to which that entity discloses medication history information to Surescripts and provides Surescripts with all rights necessary or required to enable Surescripts to provide the information to a customer/client for the purposes described in these Flow Down Terms

“**Prescription History and Benefits Services**” means eligibility status transactions and prescription history transactions sent through an Allscripts E-Prescribing Product. An eligibility status transaction allows an End User to match a patient to his/her pharmacy benefit through a request/response transaction based on X12 270/271 transaction standards. A prescription history transaction allows an End User to request prescription history for a specific patient utilizing the National Council for Prescription Drug Programs (“NCPDP”) transaction segment syntax then implemented by Surescripts.

“**Prescription Routing Services**” allow transmission of electronic prescription drug orders, refill authorizations, and other exchanges of information from prescribers to pharmacies and from pharmacies to prescribers through Allscripts E-Prescribing Products.

“Surescripts Materials” means the Surescripts Certification and Implementation Guides, the Surescripts Network Certification Requirements document, the Surescripts Network Operations Guide, the Surescripts Style and Usage Guide, the Directory Guide and other materials that Surescripts has provided to enable participation in the Surescripts Network. The materials and requirements included in the Surescripts Materials may be further developed or modified by Surescripts from time to time.

“Surescripts Network” means the proprietary Surescripts technology for Prescription Routing, Prescription Benefit and Prescription History, in part referred to as The Nation’s E-Prescription Network.

“Surescripts Network Operations Guide” means the operations guide provided by Surescripts setting forth the responsibilities, expectations, and operating principles for participation in the Surescripts Network, as such guide may be further developed or modified by Surescripts from time to time and become part of the Surescripts Network Operations Guide.

SECTION 2. SERVICES TERMS

2.1 All of Client’s and Client Prescribers’ electronic prescription transactions shall be routed solely through RelayHealth via the Surescripts Network.

2.2 Client must use prescribing software (e.g., pharmacy office management software or clinical software) that has been certified by Surescripts prior to use (or upgrades or new releases thereof that do not materially alter compatibility with the Surescripts network), which certification shall not be unreasonably withheld; provided, however, that Client may use prescribing software without obtaining Surescripts prior certification if the software product and version has theretofore been certified by Surescripts, and has not subsequent thereto been decertified. Notwithstanding anything herein to the contrary, Surescripts retains the right to decertify upon Surescripts’ provision of written notice upon a good faith showing that such software is not compatible with: (i) the Surescripts Network; (ii) patient safety; (iii) the certification requirements set forth in the Surescripts Materials; or (iv) the Flow Down Terms. Allscripts shall use its reasonable efforts to alter or modify the software as promptly as possible to bring it into compliance with Surescripts Certification Guides, in which case Surescripts shall recertify the software. Surescripts may prohibit the use of the Surescripts Network on behalf of any Client whose software is not then currently certified by Surescripts.

2.3 Client and End Users shall not use any means, program, or device, or permit any other person to use any means, program, or device, including, but not limited to, advertising, instant messaging, and pop up ads, to influence or attempt to influence, through economic incentives or otherwise, the prescribing decision, as defined below, of a prescriber at the point of care, as defined below, if (a) such means, program, or device (as described above) is triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient and (b) that prescription will be delivered via the Prescription Routing Services network. Prescribing decision means a prescriber’s decision to prescribe a certain pharmaceutical or direct the patient to a certain pharmacy. Point of care shall mean the time that a prescriber or his/her agent is in the act of prescribing a pharmaceutical for a patient. Notwithstanding the above, Client may (A) show information regarding a payer’s formulary and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status and co-pay information, and/or (B) deliver or have delivered to End Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information to the prescriber, even if, in the event of either (A) or (B), such information influences the patient or prescriber’s choice of pharmacy or other prescribing decisions. In addition, in the event of either (A) or (B) above, Client must (1) allow the End User to access all pharmaceuticals known through generally available sources used in the industry, and all pharmacies, including all retail and mail service pharmacy options available, and (2) not be designed to preclude a physician or patient from selecting any particular pharmacy or pharmaceutical. Any custom lists created and maintained by End Users within an Allscripts software product, including but not limited to [i] an individual End User’s most often prescribed medication lists, [ii] an individual End User’s most often used pharmacy list, [iii] an individual End User’s most often used SIGs (i.e., instructions for the use of medications), would not be considered a violation of this paragraph.

2.4 Client shall ensure that each person that is an End User is properly identified and authenticated as a duly licensed provider authorized under applicable law to issue or receive the relevant messages with respect to the Prescription Routing Services.

2.5 Client shall not (i) use the Surescripts Network except as expressly authorized in the Flow Down Terms. Client Prescribers and End Users shall not: (i) use the Surescripts Network in any manner which would allow the general public access thereto; or (ii) allow any use of the Surescripts Network to entities other than Allscripts, Pharmacy Client, Client Prescribers or End Users. Client shall not, and shall require Client Prescribers to not, access the Surescripts Network outside of the jurisdiction of the United States.

2.6 The Prescription Routing Network may only be used for supported electronic prescribing messages (as referenced in the most current version of the Surescripts Implementation Guide).

2.7 Client acknowledges that Surescripts shall own all directory and related information on End Users that shall come to reside within the Surescripts Network database, whether provided by RelayHealth, Allscripts, Client or otherwise, including all root, identity, and location-related information.

2.8 E-Prescribing Service Provider shall be entitled to disclose information received from Client or End Users for the purpose of (and only to the extent necessary for) operating Surescripts business with respect to the delivery of E-Prescribing Services and providing its services, and only in accordance with all applicable laws and regulations, or pursuant to a valid order issued by a duly authorized court or Government authority.

2.9 E-Prescribing Service Provider may utilize, transfer, or disclose aggregated information, including, but not limited to, summary statistics, which has been de-identified in accordance with 45 C.F. R. 164.514 such that it does not identify an individual and cannot be used to identify an individual for any purpose.

2.10 Client shall not make any use or disclosure of any data or information provided pursuant to the Prescription History or Prescription Benefit services except for the specific purposes expressly authorized in these Flow Down Terms. Additionally, Client shall not attempt to capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided by the Prescription History and Prescription Benefit Services other than as specifically permitted under these Flow Down Terms. Client shall not use the Surescripts Network to compete with the Data Sources to provide pharmacy benefit management services. Nothing in this section is intended to restrict use of data or information provided by Data Sources and obtained or sent through the Surescripts Network once such data or information has become a part of a permanent record of the Client or a patient. Such data or information may be used as data in those records obtained other than through the Surescripts Network, subject in all cases to Applicable Law, including, without limitation, any and all consents and authorizations required by Applicable Law. Client may authorize Allscripts to use and disclose data on its behalf.

2.11 E-Prescribing Service Provider retains the right to decertify Client at any time by giving written notice to RelayHealth, Allscripts, or Client, at any time, upon a good faith showing that Client is not in compliance with the terms and conditions set forth herein or in any of the Surescripts Materials.

2.12 At RelayHealth's reasonable prior written request, Client agrees to submit to periodic audits by E-Prescribing Service Provider of Client's applicable books and records and to submit reasonable documentation to RelayHealth to confirm Client's compliance with this Agreement; such audits shall be conducted during normal business hours. The cost of such audits shall be borne by RelayHealth; provided, however, if an audit uncovers a violation by Client: 1) Client shall pay RelayHealth the cost of such audit; and 2) RelayHealth may suspend Client's access to the E-Prescribing Services.

2.13 Client agrees (i) to utilize the Services in accordance with the terms and conditions of this Agreement, E-Prescribing Service Provider instructions and specifications, and any vendor and/or payer-imposed instructions and specifications and (ii) to obligate their Client Prescribers to do the same.

2.14 E-Prescribing Service Provider shall have the right to terminate or restrict a Client Prescriber's access to a pharmacy upon notice by RelayHealth to Client that RelayHealth's or such Client Prescriber's access to such pharmacy has been restricted or terminated.

2.15 Client (a) agrees to comply with all applicable laws and regulations relating to the Services now or hereafter imposed and (b) to obligate Client's Client Prescribers to do the same.

2.16 Client agrees (a) to access and use the E-Prescribing Services in accordance with the Surescripts Materials, as well as any other documentation RelayHealth determines is necessary for access and use of the E-Prescribing Services and (b) to obligate Client's Client Prescribers to do the same.

2.17 Client must provide Allscripts or the E-Prescribing Service Providers with a list of its respective Client Prescribers. If Client does not have the ability to use such Internet website, Client may initially provide RelayHealth with a list of such Client Prescribers which must be in either a comma-delimited text file or a Microsoft Excel file with the fields set up in the format specified by RelayHealth.

2.18 Client shall require Client Prescribers to comply with Applicable Laws (as defined below) with respect to any obligations to be licensed, registered, or otherwise authorized by a Governmental (as defined below) authority to perform the applicable healthcare services. "Applicable Laws" means, with respect to a Party, any and all federal, state and local laws and regulations that apply to that Party, which may include, but are not limited to: HIPAA; the Anti-Kickback provisions of the Social Security Act and related regulations; the federal Physician Self-Referral Prohibition provisions of the Social Security Act and related regulations; state and federal competition laws; state and federal pharmacy laws and regulations; and state and federal laws and regulations regarding data breach notifications, each as amended from time to time. "Governmental" means any United States local, state or federal governmental authority.

2.19 Client will comply with the Surescripts Materials which contain the service levels, responsibilities, expectations, and operating principles for participation in the Surescripts Network. The Surescripts Materials may be further developed or modified by Surescripts from time to time in its sole discretion.

2.20 Client shall not engage in any act or omission which would interfere with, modify, or delay the transmission of any data or information provided by the Data Sources which is communicated through the Surescripts Network.

2.21 Client is responsible for the provision, cost and ongoing expense of any communication equipment, lines and technology necessary for Client to utilize the Services.

2.22 At all times, RelayHealth's provision of the E-Prescribing Services shall be subject to: (i) then-current applicable laws and regulations; (ii) RelayHealth's contractual obligations to third parties; and (iii) any action or threatened action by third parties arising from or related to the Services. If, in RelayHealth's sole and exclusive judgment, any of the foregoing has or will have an adverse effect upon RelayHealth or the E-Prescribing Services, RelayHealth shall have the right to terminate the provision of a particular E-Prescribing Service, in each case, in whole or in part, without liability, upon written notice to Allscripts or Client.

2.23 Client represents and warrants that (i) it has obtained all consents or authorizations necessary to receive the E-Prescribing Services and to provide RelayHealth with any necessary data to enable RelayHealth to properly furnish the E-Prescribing Services, and (ii) data submitted by Client and Client Prescribers to RelayHealth in connection with the Services originates from legally authorized locations and duly authorized Client Prescribers who are registered with Client to submit such data.

2.24 CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE IN CONNECTION WITH E-PRESCRIBING SERVICE PROVIDERS PROVISION OF THE E-PRESCRIBING SERVICES.

2.25 Surescripts will be a third party beneficiary with respect to the use of the Surescripts Network or its use of the Surescripts Services, including without limitation these Flow Down Terms.

SECTION 3. PRESCRIPTION ROUTING SERVICES

3.1 Client acknowledges that neither Allscripts nor the E-Prescribing Service Provider will perform data validation for prescription routing transactions and that Client shall be solely responsible for validating the message delivery methods and reporting transaction data.

SECTION 4. PRESCRIPTION HISTORY AND PRESCRIPTION BENEFIT SERVICES

4.1 Client and Client's Prescribers may use the E-Prescription History and Prescription Benefits Services functionality to access medication history (ambulatory) and benefit information in the ER/ED and hospital discharge contexts if and only if the following conditions are met:

4.1.1 In the context of discharge from an inpatient setting, a patient's medication history may only be accessed if such access occurs under all three of the following conditions: (a) the access occurs on the same day that the patient is scheduled (pursuant to a valid hospital discharge order) to be discharged from the hospital; (b) the access occurs pursuant to the issuance of a prescription to a retail pharmacy (available to the general public), and (c) the access occurs following a prescription benefit transaction.

4.1.2 In the context of the ER/ED, a patient's medication history may only be accessed if such access occurs under all three of the following conditions: (a) the patient is scheduled to be discharged from the ER/ED rather than to be admitted to the hospital as an inpatient, (b) the access occurs pursuant to the issuance of a prescription to a retail pharmacy (available to the general public), and (c) the access occurs following a prescription benefit transaction.

4.2 Patient Visit/Treatment Event Services. The Prescription History and Prescription Benefits Services are available only, and Client and its End Users shall not attempt to access these services except, in connection with and in conjunction with the treatment of a specific patient in a scheduled or walk-in outpatient visit or another specific treatment event. Client and its End Users shall not access or attempt to access these services for an inpatient or other acute service or for any institutional service.

4.3 Patient Consent or Authorization. Client shall transmit information pursuant to the Prescription History and Prescription Benefit Services, as set forth in this Agreement, only to an End User that has requested such information for a patient of the End User, and only if the End User has certified that he/she/it is requesting such information for the purpose of providing direct health care services to a patient of such End User and has obtained patient consents or authorizations as required by applicable law and in accordance with Surescripts policies related to patient consent.

4.4 Client hereby acknowledges that, the prescription benefit and medication history information provided hereunder is not complete or accurate, and that neither Surescripts nor any Data Source provides any representations or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information, and Client hereby releases and holds harmless Surescripts and any person or entity providing prescription benefit or medication history information from any liability, cause of action, or claim related to the completeness or lack thereof of the prescription benefit or medication history information. In addition, each Client shall confirm the accuracy of the prescription benefit and medication history information with his/her/its patient prior to providing any medical services based thereon, and shall use his/her/it professional judgment in the provision of care.