

Allscripts EPCS Software Terms

This EPCS Software Specific Terms applies to Client's ordered EPCS software. In the event of a conflict between the Agreement, Client Order or these terms, these terms shall control over the conflicting provisions of the Agreement and/or Client Order.

Client represents and warrants that (a) all of the information and data submitted to Allscripts as part of the Allscripts EPCS software enrollment process is accurate and complete and that Client has the authority to submit all such information and data; (b) Client has all permits and licenses (including without limitation a valid state license) necessary for Client and Client's providers to legally prescribe medication, including without limitation controlled substances if applicable; (c) during the term of this Order and Client's use of the Allscripts EPCS software, Client will maintain all such licenses and permits in full force and effect; (d) each Client provider shall meet any Identity Proofing Requirements, and if applicable, any Biometric Identity Proofing Requirements, for the term of the Client Order and (e) Client will immediately (1) cease any and all use of the Allscripts EPCS software if, at any time during the term of this Order and Client's use of the Allscripts EPCS software, Client no longer has the right to legally prescribe medication and (2) disable access to EPCS for any provider who at any time during the term of this Order no longer has the right to legally prescribe medication. Client acknowledges and agrees that Allscripts has the right to (i) take all reasonable steps necessary to confirm Client's identity and otherwise verify all information and data Client provides to Allscripts, including without limitation, the right to submit such information and data to third parties; (ii) otherwise use such information and data in the course of the Allscripts EPCS software enrollment process or the Allscripts EPCS software for any legal purpose (including without limitation, the right to share such data with third parties); and (iii) use such information and data to contact Client regarding the Allscripts EPCS software, or any other product or service that we believe might be of interest to Client. Client specifically consents to the foregoing uses of such information and data. Client agrees to defend, indemnify, and hold Allscripts, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, the provision, receipt or use of any information or data submitted to Allscripts hereunder and for any breach of the warranties in these EPCS terms. ALLSCRIPTS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE PROVIDER ELIGIBILITY FOR AND/OR DISABLE PROVIDER ACCESS TO THE ALLSCRIPTS EPCS SOFTWARE IN THE EVENT A PROVIDER CAUSES CLIENT TO VIOLATE ANY OF THE ABOVE REPRESENTATIONS OR VIOLATES THE EPCS IMPLEMENTATION GUIDE.

Because of the rapidly changing legal and regulatory environment (particularly with regard to state requirements applicable to electronic prescribing and dispensing of medication), the information in Allscripts EPCS software may not be current, and accordingly, Client should not rely solely upon the Allscripts EPCS software for such information. IN PARTICULAR, CLIENT IS SOLELY RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS WITH RESPECT TO FAXING OR ELECTRONICALLY TRANSMITTING OR PRINTING A PRESCRIPTION.

The laws of each state may vary with regard to treatment of the Drug Enforcement Agency's ("DEA") classes of drugs. Client is responsible for verifying that the DEA class is correct for each prescription that Client transmits via electronic transmission, if such feature is available in the version of the Allscripts EPCS software for which Client has subscribed. With respect to generic drugs, Client is responsible for verifying that generic drugs, offered in their respective classes, are properly classified according to FDA regulations and guidelines. In prescribing generic drugs using the Allscripts EPCS software, Client accepts sole responsibility for the prescription of the generic drug for the

patient, the complete review of the drug, and an understanding of its proper uses. In selecting a generic drug, Client accepts sole responsibility for any payor issues arising due to classification of the generic drugs.

With respect to Drug Utilization Review (including, but not limited to, Drug to Drug interactions), if such feature is available in the version of the Allscripts EPCS software for which Client has subscribed, the presence or absence of any warning through the Allscripts EPCS software does not imply that any drug being prescribed, or having been prescribed, is suitable or safe for the patient for whom it is being, or has been, prescribed, or for any other patient. The clinical information presented by the Allscripts EPCS software is generalized and may not be appropriate for any given patient. Client is responsible for independently considering possible drug-to-drug interactions given a patient's history.

Client shall cause (and be responsible for) end users of EPCS to comply with the EPCS Implementation Guide. Client acknowledges and agrees that in order for Client's Providers to use the EPCS functionality, each of Client's Providers shall meet the Identity Proofing Requirements on an on-going basis and shall be licensed under federal and state law to prescribe controlled substances.

When using Allscripts EPCS software, information will be transmitted over a medium that may be beyond the control and jurisdiction of Allscripts and its suppliers and licensors. Accordingly, Allscripts assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Allscripts EPCS software.

In the event Client meets the DEA regulations as an institutional entity and can conduct the identity proofing, Client will not need to use a third party service provider to provide such services, however, in the event Client does not meet the DEA regulations as an institutional entity Client must use a third party service provider to provide credentialing services in connection with the use of the EPCS software. Client acknowledges and agrees to the ID.me user terms located under the "End User License Agreement" section at <https://www.allscripts.com/allscripts-com/documents> , are applicable to Client's prescribers and each end user's use of the credentialing services. These terms are not intended create a binding agreement between the third party provider and Client. These terms apply only to the relationship between the end users and the third party provider; they do not apply to the relationship between Client and Allscripts.

PDMP Terms. The following terms shall only apply if Prescription Drug Monitoring Program (“PDMP”) has been purchased under the Order and/or Amendment.

“PMP” or “PMPs” means one or more state prescription monitoring programs that collect prescription drug dispensing and other information from entities such as pharmacies and permit users who meet applicable state-designated requirements to access such information.

“PMP Data” means information maintained by PMPs, including without limitation, information about controlled substances for individual patients. PMP Data includes all of the information provided by the applicable State, which may include non-traditional PMP data and or information.

“Service Information” means data that is input, transmitted, or output via the PDMP Service, including but not limited to patient data, PMP Data, Analytics Results, Analytics, reports, tools and any other related data and resources provided in HTML format.

Some States require separate registration by the You or Your Authorized Workforce. It is Your sole responsible to register or cause its’ Your Authorized Workforce to register. If You or its Your Authorized Workforce do not register with the applicable State, Allscripts is not required and may not be allowed to deliver Service Information.

Access and Use Policies. You will maintain and enforce policies and procedures to limit access and use of the Service Information as follows:

- (i) Only You or Your Authorized Workforce who are licensed to prescribe medications (“Authorized Users”) may access or use the Service Information;
- (ii) You may only access or use the Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Your Authorized Workforce may only access or use Service Information in accordance with the terms and conditions of this Agreement;
- (iv) You shall provide proper training to Your Authorized Workforce on accessing and using the Service Information;
- (v) You shall ensure that Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
- (vi) Copies of said policies and procedures shall be provided upon request of a State or Allscripts.

You may make Service Information available to Your Authorized Workforce that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements;
2. Are validly licensed; Are validly authorized by You to access PMP Data in accordance with applicable law;
4. Are authorized by their current patient, as applicable, to access or use PMP Data;
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law;
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

Credentialing and Validation. You shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the PDMP Information, and employees and contractors who do not provide patient care but who seek to access or use the PDMP Service. If state law prohibits health care practitioners’ delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of You must prevent delegates from accessing the PDMP Information.

Responsibility for Use. You shall be responsible if use of or access to the PDMP Information is improper or illegal or otherwise does not conform to the terms of this Agreement. Allscripts and its suppliers are not responsible for any access or use of the PDMP Information by You, Your Authorized Workforce, or any of Your pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

You shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the PDMP Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the PDMP Information.