

Assumptions

Assumptions are categorized as follows:

- Project Requirements – required conditions that enable proper implementation.
- CarePort Responsibilities – clarifications to the scope of work that CarePort shall perform.
- Client Obligations – clarification of Client expectations

Project Requirements

1. The parties shall work together for effective project execution and fulfillment of contractual obligations and the key deliverables.
2. The project timeline and resources are documented in project plan(s). The project plan(s) assumes that all required Client resources are available throughout the project, that they are properly skilled, and that they are allotted appropriate time to complete assigned tasks. The project's timeline and resources are based on Allscripts prescriptive methodology and content. Changes to methodology or cost may result in increased fees.
3. All changes to the baseline project plan(s), project timeline, or scope documents shall be reviewed and mutually agreed upon by Client and Allscripts project leadership as part of approved project change control. Requested changes shall be documented and assessed in terms of schedule and cost impact, and risks. Actual scope changes must be agreed and signed by both parties.
4. Requested changes shall be documented and assessed in terms of schedule and cost impact, and risks. Actual scope changes must be mutually agreed and signed by both parties.
5. Risk and issue identification and management is the responsibility of both CarePort and the Client if net new. The Client is responsible for managing risk and issue logs, including progress and follow-up logs.
6. Changes to Client's workflows may be necessary for Client to utilize certain functions and features of the implemented solution.
7. Subject matter experts are required from Client's user community to participate in workflow and data validation sessions. As part of the pre-implementation process, Allscripts shall provide specific resource requirements for these areas if this is a net-new install.
8. CarePort shall provide a description of roles and responsibilities as part of the pre-implementation. The project plan(s) assumes that all required Client resources are available throughout the project, that they are properly skilled, and that they are allotted appropriate time to complete assigned tasks if net new.
9. Project team training classes offer a detailed understanding of core application configurations and database schemas to sustain the Client database for system usability, ongoing improvement, and end user satisfaction if net new. Education Services, if required for a project and purchased by Client, are listed in the "scope document
10. If Client makes changes to any tasks, deliverables, resource requirements and/or assumptions that could result in project delays, or postpones or halts any material project or

implementation date for any reason, CarePort may invoice Client for reasonable fees and costs resulting from such changes and Client shall pay any such invoices in accordance with the payment terms set forth in the Agreement if net new.

11. The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a change request which may result in a change to the project timeline, effort, and budget if net new.
12. If interfaces are part of scope CarePort assumes that the client will be able to accommodate HL7 standards and additional technical specs have been mutually agreed upon during the sales process. (All net news and for add-ons where there is Interface work).
13. Allscripts shall not implement or install products on top of unsupported software or on software that must be upgraded to perform the implementation or installation services. Accordingly, if the services in a scope document require other software to be upgraded, Client is responsible for such upgrades and if Client desires for Allscripts to perform such upgrade services, such services must be set forth in a separate contract for additional fees.
14. Out of Scope Projects. Out of Scope Projects are services that are beyond the implementation or services defined in a scope document, and may include additional services required as a result of Software release changes, modifications, improvements, User Product Training, On-Site Live Date Support, Extended Productive Use Support, Consulting Packages, interfaces and conversion, additional training, and/or timeline extensions. In the event Client requests any additional services, Allscripts and Client will determine the scope of additional services to be provided and the terms and conditions (including any additional fees to be paid if any) pursuant to which should additional services be provided by Allscripts. Client and Allscripts will mutually agree to any modifications to the Implementation Services in writing.

CarePort Responsibilities

1. For tasks in the project plan(s) to which both CarePort and the Client are assigned, CarePort' responsibility is to provide guidance toward completion of that task if net new.
2. The CarePort Project Manager shall deliver baseline project plan(s) to the Client. The project plan(s) describe all project deliverables, resource assignments, prerequisites, and milestone dates if net new.
3. CarePort shall assign resources to implement the CarePort solutions and as such shall coordinate the following activities:
4. Facilitate the kick-off interface mapping overview with the Client and its third-party vendor,
5. Provide an overview of the data collection assets and data to be collected and delivered to CarePort for configuration,
6. Work with the Client to begin data collection activities,
7. Transfer knowledge and provide guidance throughout all tasks in the project,
8. Provide consultative services on test strategy, test script guidelines, and test issue resolution,
9. Provide consultative services on training strategy and training program recommendations,
10. Assist with issue identification and escalation within CarePort and Client organizations as necessary to achieve resolution.

11. CarePort shall request Client data dictionary files as part of the initial assessment. For example, patient types and discharge disposition names and codes.
12. To assist the Client's training team, CarePort shall:
 - Recommend a training program and training governance structures.
 - Provide templates and examples of training material including training outlines, a training communication plan, and training schedules.
 - Provide recommendations for creating and maintaining the Client's training environment.
 - Recommend structure and training requirements for establishing a Coaching Network (Super Users).
 - Provide recommendations for reporting training results and measuring training effectiveness.

Client Obligations

In addition to any other responsibilities or duties described in the Statement of Work, set forth below is a list of the obligations for which Client is responsible, conditions on CarePort's performance, and assumptions upon which CarePort has relied in agreeing to perform the Services (collectively "Client's Obligations"). If any of Client's Obligations are not performed or prove to be incorrect, it may cause changes to the Project schedule, fees and expenses, Deliverables, level of effort required, or otherwise impact CarePort's performance of the Services described in this Statement of Work.

1. Client will commit the necessary resources and management involvement to support the Project.
2. Decisions to be made by the Client will be made promptly and without delay.
3. Client shall be responsible for its operation and use of the Deliverables and for ensuring that the Deliverables meet Client's requirements.
4. If Client makes changes to any tasks, deliverables, resource requirements and/or assumptions that could result in project delays, or postpones or halts any material project or implementation date for any reason, CarePort may invoice Client for reasonable fees and costs resulting from such changes and Client shall pay any such invoices in accordance with the payment terms set forth in the Agreement.
5. It is the Client's responsibility to make any necessary configuration changes to non-CarePort products that affect the CarePort implementation.
6. The Client shall acquire knowledge of the CarePort software and documentation and shall actively input Client data into the system throughout the course of the project, ultimately managing the configured product in its own environment.

{Rest of page left intentionally blank}