



Complete HealthCare Solutions, Inc. (CHS)

STANDARD SUPPORT SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) is between Complete HealthCare Solutions, Inc. (CHS) and the CHS clients utilizing CHS software solutions and CHS provided products.

CHS shall provide Support and Maintenance Services in accordance with the terms of this SLA, such terms may be amended from time to time by CHS.

Definitions

“Patch Release” means a progressing of the 3rd digit of the version release number in a three-point version control system (e.g., v2.1 to v.1.2)

“Update” means a Software patch used by CHS (powered by eMDs) to correct defects or deficiencies in the Software or to provide minor modifications that do not substantially change the basic character or structure of Software.

“Upgrade” means an incremental release of Software that provides significant improvements (not merely corrections for Software defects and deficiencies) and changes the basic character or structure of Software, including, by way of example only, the inclusion of additional features and/or functionality.

Software – Lytec, LytecMD, Total Practice Partner (TPP), Medisoft (MS), Medisoft Clinical (MSC), Revenue Management, Terminal Works, ZetaFax, UnifiMD and related ancillaries purchased from CHS.

EDI – Lytec Custom Forms, Revenue Management, RelayHealth.

Hardware – Any hardware purchased from CHS that works limited to the functions necessary for the Software above.

CHS Hosting Services – Client utilizing Software or EDI service hosted in the CHS Data Center

Data – SQL Database tables pertaining to software above.

Back-up – Back-up of SQL Databases, PPART Directory, Forms and Revenue Management Data used with software above.

Forms – Lytec Custom Forms, Superbills/Encounter Forms, Claims, Statements.

Custom Reports – Custom Reports utilizing Reports Pro attaching to databases above.

Ancillary – Supplemental software purchased from CHS to enhance the use of Lytec or LytecMD.

a) Items Covered by Support and Maintenance Services.

Support and Maintenance shall include:

- a) online and phone support for all technical issues relating to the use of the Software (including errors or problems with the Software, issues during setup and assistance understanding specific features); and
- b) all available Updates & Upgrades as they become available for general release (electronically via download from CHS website).

CHS Types of Service / Support / Maintenance

| <u>Type</u> | <u>Term</u> | <u>Description</u> |
|--------------------|----------------------|---|
| Phone & Remote | Annual | Unlimited Telephone Calls (support only) Remote Services (support only) Changes to existing CMS1500 and/or Custom Forms |
| Full Support | Annual | Unlimited Telephone Calls (support only) Yearly Software Current Version Upgrade Remote & *Onsite Installation & Setup of Back-Up Lytec/TPP/Medisoft Data Conversions /Forms Update Changes to existing CMS1500 and/or Custom Forms Training on Upgrade (new features up to 2 versions) Travel included if *onsite *Onsite only if CHS determines work cannot be done remotely |
| Hourly | Current hourly rate* | Telephone Support Remote Support Training Hours - Remote / Onsite (bundle option) Onsite Support (Additional Travel cost, if onsite) *Please note: Hourly support requires a charge of 1 hour minimum and tax when applicable. |

Data Center Maintenance for CHS Hosting Services

In order to stay current with all Windows Updates and Security Patches as well as to be able to maintain the health of all of our servers, CHS will occasionally request maintenance windows in order to ensure that our hosted servers are running correctly and up to date. Our goal is to perform maintenance during off peak hours so not to interfere with your practice's connectivity. We will give advanced notice except for in the case of a rare emergency and will always attempt to schedule maintenance outside of your operating hours.

The following outlines different types of maintenance.

1. Windows Updates

Windows updates will be downloaded and installed nightly beginning at 3:00 a.m. EST. This may occasionally result in a reboot. Please plan accordingly.

2. Emergency Maintenance

Hardware Maintenance - Our server hardware is monitored 24/7. We will occasionally need to replace faulty hardware. Our monitoring tools will alert us to potential problems before they become a serious problem. When we get these alerts, we will notify our clients the same day and schedule a maintenance window that same night, no earlier than 11:00 pm. The length of the maintenance window will vary; however typically will be completed by 5am. During an emergency maintenance window the system will be unavailable.

3. Scheduled Maintenance

- a. Software Upgrades – LytecMD and Medisoft release updates throughout the year. When these are released, CHS will notify all clients via a message during your server log in of when these upgrades and any follow up training will occur. We will give a minimum of 1 week (7 days) notice prior to these upgrades.
- b. Hardware Upgrades – As our server's age and new technology becomes available, we will occasionally upgrade our server infrastructure. When hardware upgrades are necessary, CHS will notify all clients via a message during your server log in of when these upgrades will occur. We will give a minimum of 1 week (7 days) notice prior to these upgrades.

Items Not Covered by Support and Maintenance Services

CHS is not obligated to provide Support and Maintenance for errors or problems caused by the following (each, an “Excluded Cause”):

- a) Third-party components not provided by CHS
- b) Any modifications to the Software
- c) Use of the Software other than in recommended environment described in and/or related to CHS services and training
- d) Continued use of Software version for which Support and Maintenance Services are no longer provided in accordance to eMDs standard version practice.
- e) Antivirus software and Network issues
- f) Products/Training on products that are not related to CHS product line
- g) Hardware that is NOT purchased from CHS
- h) Subscription renewals beyond the initial expiration date. Client is responsible for renewals, including Virus Protection subscriptions
- i) A license that is lost due to loss of computer. If license is deemed not transferrable, a new license may need to be purchased by Client.
- j) Environmental changes performed by outside IT vendors affecting administrative access for CHS
- k) Any delay associated with Client contracted IT staff
- l) Training that is needed in addition to original implementation package or result of consult recommendation.
- m) Hardware failure
- n) Data Migration
- o) Data Corruption
- p) Virus/Malware/other infection

Contract Levels

| | |
|------------------|---|
| PM | Support related to Lytec/TPP/MS billing, Scheduling, Patient Registration & Reporting and settings |
| EMR | Support related to UnifiMD, LytecMD/TPP/MS Charting, notes, images |
| Interface | Support related to each interface. An interface is defined as a one-way transfer of data to/or from any of our core products |
| Hardware | Hardware purchased from CHS is covered under the following parameters: 12 months unlimited 800 # phone support on hardware/network issues M-F 8:30 – 5:00 EST 12 months of onsite hardware support including all labor, materials Travel to and from CHS is not included and will be billed for on-site appointments. Any hardware problems caused by a virus are NOT covered and will be billed Printers/Tablets/Scanners/Monitors/Keyboard/Mouse are covered by manufacturer's warranty only |
| EDI | Support related to any connection between EMR/PM System to a Clearinghouse which includes claims, Eligibility, electronic remittance advice (ERA). |

Services

Hourly Fee / Non-Covered. CHS does offer services and training without an active contract or if your support level does not cover your issue. Hourly Support is charged at a minimum of 1 hour and tax will be applied when applicable.

Service is offered for non-covered items or for non-contracted clients:

Note: FEES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION. PAYMENTS MUST BE RECEIVED IN FULL PRIOR TO WORK

- Level 1 \$190/hour Hourly Training, Software Service, Claims Support, Core Software Installation
- Level 2 \$250/hour IT Service, Hardware Installation, Virus Repair, OS Re-installation, Networking
- Level 3 \$300/hour DBA/Database repair, External Application interfacing, SQL querying and installation.

Options: Bundle or individual itemized quote is available upon request.

Level 1

- Training Services. Phone and onsite Training. Training and re-training of “core” product features.
- Travel to and from CHS is not included and will be billed for on-site appointments.
- Installation Services. Installation of all CHS products.
- Upgrade Services. Upgrade of CHS Core products. Non-core (products other than CHS installed) is the responsibility of the client to upgrade. CHS may be available to assist upon request.
- Custom Forms
- Meaningful Use Assessment/Gap Analysis in addition to Meaningful Use Bundle

Level 2

- Hardware Failure
- Virus Repair
- Windows Updates
- Hardware upgrades, installation, and maintenance.

Level 3

- Database Interfaces
- Data Corruption
- Customized Solutions (i.e. SFTP, Remote Connections, etc...) Project plan approval required
- Custom Reports
- Custom Data Exports

Response Times

CHS will comply with the response times set forth below based on the severity level, as determined by CHS, of the issue reported.

Severity Level

Definition

Priority 1

Response in 6 business hours.

System is down. No work can be accomplished.

Response time only guaranteed when reported via phone call to CHS Support

Priority 2

Response in 24 business hours.

System is working; however, it is limited (i.e. 1 or more workstations down, but not entire system)

Payments are being delayed due to a claim(s) issue.

Other problems that will get worse or cause continued interruption to workflow.

Priority 3

Response in 24-48 business hours.

The problem is a nuisance but is not interrupting workflow and there is a workaround.

Email support@mailchs.com for non-urgent requests.

Service & Support Hours

CHS service and support hours are defined as 8:30 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, exclusive of the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

After Hours Support

Note: *Free after-hours support pertains to clients with CHS Hosted Solutions if the issue pertains to the CHS Hosted infrastructure:*

- *Cannot Login to Hosted Server*
- *Cannot Open Lytec, LytecMD or UnifiMD*
- *Cannot Print*
- *Cannot Scan*
- *Password Reset*

For all other client and non-hosted issues support is available based on the following fee schedule, with a 1 hour minimum charge:

- Full Support Clients \$100/hour
- Phone Support Clients \$200/hour
- No Support \$300/hour

If the on-call technician is unable to assist with the after-hours issue, you will not be billed for the call and the call will be handled during normal business hours. Clients must provide a credit card at time of service or have a credit card on file to be charged specifically for after-hours support.

Contact Methods

As stated in Response Times above, Clients may contact CHS and request Support and Maintenance Services by any of the following methods:

- a) email: support@mailchs.com (non-urgent requests only)
- b) postings available at www.chsalerts.com
- c) phone 800-250-8687
- d) after hours emergency phone 800-250-8687 – follow the prompts*

*After hours hourly rate will apply

Client Obligations

Client agrees to provide CHS with all information and materials requested by CHS for use in replicating, diagnosing and correcting an error or other problem with the Software reported by Client. Client acknowledges that CHS's ability to provide satisfactory Support and Maintenance Services is dependent on CHS having the information necessary to replicate the reported problem with the Software. In reporting an error to CHS, Client will send a complete and accurate error report (an "Error Report") that includes

- a) Client name and on-site technical contact information
- b) Version and maintenance release level of the Software
- c) Platform and version on which the Software is running
- d) A reasonably detailed description of the error, together with any supporting information that the Client believes will assist CHS in its diagnostic process
- e) Any error message(s) or other message(s) generated by the system in association with the error
- f) Any applicable trace files and/or error logs
- g) A test case or instructions necessary to demonstrate the error
- h) Identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available, and
- i) the date and time that the error report is submitted to CHS. Client acknowledges that an Update or Upgrade provided by CHS may be necessary to the proper operation of Software and therefore Client agrees to promptly allow installation of all Updates or Upgrades made available (may be at a cost) by CHS to ensure that Client's version of the Software remains supported.
- j) Back-up. It is the responsibility of the Client to maintain/assure back-up is monitored, after CHS' initial install/set-up. Assistance with Client monitoring support is covered under/with support; however, Client must initiate.

Note: CHS reserves the right to change this SLA as necessary. The most current version is available by going to www.CHSAlerts.com

A. LIMITATION OF LIABILITY FOR DAMAGES (consequential):

In no event shall CHS or its agents, employees or subcontractors of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

B. DISCLAIMER OF WARRANTIES. With regard to our Service:

1. We expressly disclaim all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, informational content and non-infringement.

2. We do not warrant that:

- 1. The functions contained will meet your requirements; or
- 2. That their operation will be uninterrupted, timely, or error free; or
- 3. Defects will be corrected.

3. We do not warrant nor make any representations regarding the use or the results in terms of their correctness, accuracy, reliability or otherwise.

4. You further agree that:

- 1. Your use is at your sole risk;
- 2. We provide our Service to you on an "as-is" and "as-available" basis; and
- 3. Your use of our Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from any downloads from them.

5. Neither we nor any of our directors, officers, employees or agents shall have any liability to you for any failure or delay to maintain or provide any service to you.

6. No advice or information, whether oral or written, obtained by you from us or any third party shall create any warranty not expressly stated in this Agreement.

7. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions provided in this Agreement may not apply to you.

FOR ANY BREACH OF THE WARRANTIES CONTAINED IN SECTION B ABOVE [the warranty section], CUSTOMER'S EXCLUSIVE REMEDY, AND CHS' ENTIRE LIABILITY, SHALL BE FOR CHS TO USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE SOFTWARE OPERATE AS WARRANTED or REPLACEMENT OF MEDIA.

Acknowledged by:

CLIENT Signature Title

CHS Signature Title

CLIENT Name (print)

CHS Name (print)

DATE _____

DATE _____