RESOLUTION - ACTION REQUESTED 2019-692

MEETING: December 10, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with InSync Healthcare Solutions, LLC to Provide Electronic Health Record Information System software, technical support and all pay sources claiming services to Behavioral Health in an Amount Not to Exceed $190,835 for purchase of Software and Setup plus $2,746 per month “3rd Party Fees”, plus $1,323 per month “Support, Maintenance, Hosting;” Approve the InSync Terms and Conditions Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement with InSync. InSync will replace our previous EHR vendor, Kings View. These services are necessary to efficiently manage our client records and claiming processes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Behavioral Health would be without vital support for its claiming and clinical documentation software. An alternate contractor could be sought, or Behavioral Health could attempt to provide qualified IT and other staff to duplicate InSync’s services. Behavioral Health would be at a loss to provide such technical services for the near term, and costs would likely exceed the InSync agreement costs.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, Whole Person Care, Health, and Mental Health Services
Resolution - Action Requested 2019-692

Act) based on number of staff assigned to each unit and is incorporated in the FY19-20 budget. There is no impact to the General Fund.

ATTACHMENTS:
InSync Proposal - Purchase - Mariposa County 11.22 - Upfront - Comments Added (PDF)
InSync Terms and Conditions Signed (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
# PM/EMR Software & Services Term Sheet

<table>
<thead>
<tr>
<th>Number of Providers:</th>
<th>29</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Case Managers:</td>
<td>20</td>
</tr>
<tr>
<td>Customer Name (Legal Entity Name):</td>
<td>Mariposa County Behavioral Health</td>
</tr>
<tr>
<td>Practice Name:</td>
<td>Mariposa County Behavioral Health</td>
</tr>
<tr>
<td>Date of Term Sheet:</td>
<td>11/22/2019</td>
</tr>
<tr>
<td>Price Validity:</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>TOTAL NUMBER OF PROVIDERS:</td>
<td>49</td>
</tr>
<tr>
<td>1st 3rd Party Invoice date:</td>
<td>2/1/2019</td>
</tr>
</tbody>
</table>

## Package, Licensing & Term Options

<table>
<thead>
<tr>
<th>Package</th>
<th>License Term</th>
<th>Total Upfront Costs</th>
<th>3rd Party Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>InSync® PM</td>
<td>License Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>InSync® EMR</td>
<td>License Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>InSync® PM+EMR</td>
<td>License Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>InSync® PM+EMR plus RCM</td>
<td>Subscription</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EMR
- Practice management (Billing)
- Scheduler
- Patient registration
- Document management
- Secure messaging
- Meaningful Use tools
- Reporting
- Patient portal

### Total Upfront Costs
- $190,835
- $2,746

## Professional Services Included

<table>
<thead>
<tr>
<th>Service</th>
<th>Provider Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation &amp; Project Management</td>
<td>10 Hours</td>
</tr>
<tr>
<td>RCM (Medical Billing) Service</td>
<td>10 Hours</td>
</tr>
<tr>
<td>Software Maintenance &amp; Standard Updates</td>
<td>20 Hours</td>
</tr>
<tr>
<td>Customer Support (Toll-free phone, email, web)</td>
<td>20 Hours</td>
</tr>
<tr>
<td>Hosting</td>
<td></td>
</tr>
</tbody>
</table>

## Support, Maintenance & Hosting Fees

(For license purchase customers only — All included in first year of term and billed annually in advance each year thereafter)

<table>
<thead>
<tr>
<th>Support, Maintenance &amp; Hosting Fees</th>
<th>Per provider/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Price</td>
<td>$27</td>
</tr>
<tr>
<td>QTY</td>
<td>49</td>
</tr>
</tbody>
</table>

Client Initials:

VER. 5/05-1.1666

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### Additional Terms

- Customer’s access to and continued use of the Software and Services (including REM Services, if applicable) is subject to acceptance of InSync HCS’s Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS REM Terms and Conditions Agreement. The General Terms and Conditions and the REM Terms and Conditions are incorporated into this term sheet. Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance of all terms and conditions.
- Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.
- Total Upfront Costs are due upon execution of this Term Sheet. All recurring fees (and third party fees) are subject to increase from time to time and are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. Customer agrees and acknowledges there are no refunds for any upfront costs (including license purchase fees), recurring fees, or third party fees.
- Service Exclusivity (if using InSync REM services): Practice acknowledges that InSync REM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform in-house or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.
- Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to initiating any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party’s travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees.
- Financing options for license purchases are available through InSyncHCS’s capital funding partner(s) and are subject to credit approval.

### Value-Added and Third-Party Products & Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Client Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clearinghouse Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited HCFA Electronic Claims, ERA’s and Secondary Claims from Participating Payers.</td>
<td>Per provider NPI/month</td>
<td>$25</td>
<td>49</td>
</tr>
<tr>
<td>Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.</td>
<td>Per provider NPI/transaction</td>
<td>$0.39</td>
<td>0</td>
</tr>
<tr>
<td><strong>NOTE:</strong> 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper HCFA Claim Submission</td>
<td>Per practice/transaction</td>
<td>$0.89</td>
<td>0</td>
</tr>
<tr>
<td>Worker’s Comp HCFA claim submission with attached encounter notes</td>
<td>Per practice/transaction</td>
<td>$0.89</td>
<td>0</td>
</tr>
<tr>
<td>UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.</td>
<td>Per facility NPI/month</td>
<td>$29</td>
<td>0</td>
</tr>
<tr>
<td><strong>Real-Time Insurance Eligibility Check</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited monthly transactions per Provider NPI</td>
<td>Per provider NPI/transaction</td>
<td>$0.39</td>
<td>0</td>
</tr>
<tr>
<td>Transaction based eligibility plan. Transaction defined as each patient eligibility check.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NOTE:</strong> 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29.</td>
<td>Per Group NPI/month</td>
<td>$29</td>
<td>0</td>
</tr>
<tr>
<td>ClaimStaker (Powered by Alpha II) for Claim Scrubber</td>
<td>Per provider/month</td>
<td>$65</td>
<td>0</td>
</tr>
<tr>
<td><strong>Medication Management Package (InSyncRx)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patient hand-outs in 18 languages and comprehensive doctor’s drug reference from GNDD.</td>
<td>Per provider/month</td>
<td>$25</td>
<td>4</td>
</tr>
<tr>
<td>Allergy, Drug and Pregnancy interaction review from GNDD. Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid Kohls: managed care interface for all-doctor drug history and electronic mail order.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Integrated ePrescribing for Controlled Substances - EPS (InSyncRx)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Setup and Training on e-prescribing and prescription management for controlled substances. Requires identity proofing and two-factor authentication.</td>
<td>Per provider/1 time setup</td>
<td>$150</td>
<td>4</td>
</tr>
<tr>
<td><strong>NOTE:</strong> The service also requires a $200 identity proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outsourced Patient Statement Submission</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly minimum of $20 applies.</td>
<td>Per statement fee (1st pg)</td>
<td>$0.94</td>
<td>0</td>
</tr>
<tr>
<td>E-Statements</td>
<td>Per each additional page</td>
<td>$0.28</td>
<td>0</td>
</tr>
<tr>
<td><strong>Appointment Reminder Service</strong> (Powered by AlertSolutions)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services</td>
<td>Per statement</td>
<td>$0.30</td>
<td>0</td>
</tr>
<tr>
<td>Per minute (phone)</td>
<td>Per text</td>
<td>$0.14</td>
<td>0</td>
</tr>
<tr>
<td>Per email</td>
<td>Per email</td>
<td>$0.14</td>
<td>1</td>
</tr>
<tr>
<td>Initial setup fee of $95</td>
<td>Per email</td>
<td>$0.07</td>
<td>0</td>
</tr>
<tr>
<td>Telemedicine Integration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scanner with Insurance Card &amp; Driver’s License OCR Integration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Snaptail)(IDR w/net OCR Powered by Card Scanning Solutions Inc.)</td>
<td>Per scanner</td>
<td>$1,095</td>
<td>1</td>
</tr>
<tr>
<td>Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, ID’s and Insurance Cards and populating them directly into fields available on Demographics and Insurance page.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NOTE:</strong> All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase.</td>
<td>Additional charge: Initial setup fee of $95</td>
<td>$95</td>
<td>0</td>
</tr>
<tr>
<td>NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.</td>
<td>Additional charge: $45 shipping/handling</td>
<td>$45</td>
<td>1</td>
</tr>
</tbody>
</table>

Client Initials:
Electronic Signature Pad with Integration
(SignatureGem Backlit LCD 2x5 Powered by Topaz Systems Inc.)
Electronic LCD signature pad to capture patients' signature on custom forms;
eliminates the need to print and scan the forms back into the system.
NOTE: All signature pad devices are warranted by manufacturer for a maximum of 12
months from date of purchase.
NOTE: Devices returned other than for defect will be refunded, subject to a 30%
restocking fee.
InSyncHCS Direct - Organization Account (Powered by Secure Exchange
Solutions)
Practice email account using the DIRECT protocol for securely sharing healthcare
information between referring providers; Required for Meaningful Use Stage 2 (one per
practice)
InSyncHCS Direct - Individual Account
(Powered by Secure Exchange Solutions)
Individual provider personal email account (or per practice organizational account for non-
EMR customers) using the DIRECT protocol for securely sharing healthcare information
between referring providers.
Electronic Fax – Inbound (Powered by Interfax)
Up to 500 inbound pages included per fax line
Electronic Fax – Outbound (Powered by Interfax)
Per page
$0.12
0

Training Plan

<table>
<thead>
<tr>
<th>Onsite Discovery</th>
<th>QTY</th>
<th>Client Initials</th>
</tr>
</thead>
</table>
| InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain
a full understanding of workflows, content, and all practice specific needs. | 2-Day Minimum | Included 4 Days |
| Onsite Training | | |
| InSync certified trainer will spend a minimum of 3 days onsite at the practice training
superusers and staff. | 3-Day Minimum | Included 20 Days |
| Onsite Trips | | |
| Total number of trainer travel trips included in overall training plan | Airfare Included | Included 6 Trips |
| Remote Training | | |
| Remote training hours conducted by InSync certified trainer | 20-Hour Minimum | Included 20 Hours |

Value-Added and Third-Party Products & Services (CONT)

<table>
<thead>
<tr>
<th>Data Import</th>
<th>QTY</th>
<th>Client Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Import of basic patient demographic, insurance master files, providers, and referring
providers from .xlsx or pipe delimited .csv. | Included |
| * Client will provide data in specified format. | |
| * Only fields provided will be converted | |
| Option B | Included 1 |
| Includes Option A plus the conversion of clinical data which includes patient charts,
medical history, treatment history, lab results, insurance records and other documents. | |
| * All Clinical Data must be provided to InSync in PDF format. Any other formats will not
be converted. Data index file may be required to name documents appropriately. | |
| * Clinical Data is converted as PDF attachments in the document manager. | |
| * This option includes up to 50 GB of data. Anything over 50 GB will incur an additional
cost. | 

*This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.
**All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with
regards to the accuracy, integrity or validity of migrated or extracted data.
HL7 Link to 3rd Party Software
* Upon development scope and confirmation

Lab/ Imaging/ Radiology Integration
*Upon Lab/ Imaging/ Radiology Company Approval
Electronically send lab orders and receive results with the ability to interface with over 50
labs across the country, including LabCorp and Quest Diagnostics; Auto-delivery reduces
need for faxing, scanning and uploading attachments

MIPS Submission Service
InSync will setup and track practice on MIPS submission though the InSync software.
*Client will incur an additional fee based on submission method and number of measures

Medical Transcription
Ask for quote

General Consulting Services (Remote)
Includes any IT related services required/requested by clients for maintenance and
administration of onsite application servers.
Customer Legal Name: County of Mariposa

Address:

City, State, Zip:

Phone:

Fax:

Email:

Contact Name:

Authorized Signature:

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "auto", that the signer had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: Myles Menetrey

Title: Chair of Board

Date: Dec 13 2019

InSync Healthcare Solutions, LLC

Address: InSync Healthcare Solutions, LLC
        4055 Benjamin Road
        Tampa, FL 33614

Phone: 813-563-8130

Fax: 722-200-3308

Sales Person: Matt Lewis

By:

Name:

Title:

Effective Date:

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer’s financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/annually.

Client Initials __________________________ Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check

Client Initials __________________________

Desired Delivery of invoice: Paper (mailed USPS)

ACH Authorization:

Customer’s Financial Institution: __________________________

Routing / ABA No: __________________________

Credit Card:

Card Type: □ Visa □ Master Card

Billing Address: __________________________

City/State: __________________________

Account Type: □ Checking □ Savings

Account No: __________________________

Name on Card: __________________________

Card No: __________________________

Expiration Date: __________________________

Security Code: __________________________
IMPORTANT- READ CAREFULLY: USE OF THE EMR/PM SERVICES AND ONLINE SYSTEM OF INSYNC HEALTHCARE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INSYNC HCS") IS CONDITIONED UPON THE COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE PRACTICE AND ITS USERS, AS DEFINED HEREIN. THESE TERMS APPLY TO ALL EXISTING CUSTOMERS OF INSYNC HCS AND SHALL SUPERSEDE ANY TERMS AND CONDITIONS PREVIOUSLY ACCEPTED BY THE EXISTING CUSTOMERS OF INSYNC HCS.

DEFINITIONS

"Agreement" refers to these Terms and Conditions, which are incorporated into the INSYNC HCS Software and Services Term Sheet.

"EMR/PM Services" means the electronic medical record/practice management services offered by INSYNC HCS.

"EMR/PM Value Added Services" means certain third party applications, or third party services, offered by INSYNC HCS to Provider to enhance the EMR/PM Services.

"INSYNC HCS Support" means the support helpline for the Practice and Users. Requests for support will be given a case number to track the request for assistance. The phone number is 1-877-246-8684 and email is emrsupport@insynchcs.

"INSYNC HCS System" means the web based INSYNC HCS software and online system.

"Practice" means the healthcare practice that executed the INSYNC HCS Software and Services Term Sheet which incorporates these Terms and Conditions by reference, and the Users. The Practice is specifically referred to as Customer within the INSYNC HCS Software and Services Term Sheet.

"Protected Health Information" ("PHI") shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that
INSYNC HCS creates, receives, maintains or transmits from or on behalf of Practice.

"Provider" means any healthcare professional or individual who is recognized under HIPAA as administering or delivering direct patient care and who CMS identifies as requiring a National Provider Identification (NPI) number for payment or reimbursement. This typically includes (but is not limited to): physicians, physician assistants, midwives, nurse practitioners, nurse anesthetists, dentists, denturists, chiropractors, clinical social workers, psychologists, psychiatrists, physical therapists, athletic trainers.

"Required by Law" shall have the meaning given to such term at 45 C.F.R. §164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

"User(s)" means the Providers, Employees, Contractors and other Agents of a Practice who have been authorized by the Practice to use the EMR/PM Services and INSYNC HCS System.

TERMS AND CONDITIONS

These Terms and Conditions are part of and fully incorporated by reference into the INSYNC HCS Software and Services Term Sheet (the "INSYNC HCS Term Sheet") that has separately been agreed to by the Practice and INSYNC HCS ("INSYNC").

INSYNC HCS and the Practice will each be known as a "Party" and will collectively be known as the "Parties". In the event of a conflict between the terms of the INSYNC HCS Term Sheet and this Agreement, the terms of this Agreement shall control.

INSYNC HCS provides electronic medical record services ("EMR/PM Services") through its web based INSYNC HCS online system ("INSYNC HCS System").

BY REQUESTING PERMISSION (OR CONTINUED PERMISSION) TO ACCESS AND/OR USE THE INSYNC HCS SYSTEM AND/OR
THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY THESE TERMS AND CONDITIONS.

INSYNC HCS RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT THE PRACTICE HAS ACTUALLY REVIEWED THEM. IF THE PRACTICE DOES NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, THE PRACTICE SHOULD NOT AND IS EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS THE INSYNC HCS SYSTEMS AND/OR USE THE INSYNC HCS SERVICES.

1. **INSYNC HCS Services.**

1.1 EMR/PM Services are provided directly by INSYNC HCS.

1.2 INSYNC HCS may offer the Practice the ability to purchase EMR/PM Value Added Services. In addition, INSYNC HCS or select third party providers (through the EMR/PM Services) may offer links to other websites, resources, third party applications or services which the Practice may purchase. INSYNC HCS does not provide any warranties with respect to any such EMR/PM Value Added Services whether or not such EMR/PM Value Added Services are offered or designated by INSYNC HCS as "certified," "approved," "recommended" or otherwise. Any purchase by a Practice of any EMR/PM Value Added Services is solely between the Practice and the applicable third party.

1.3 INSYNC HCS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any EMR/PM Value Added Services that the Practice may purchase or connect to through the EMR/PM Services, or any descriptions, promises or other information related to the foregoing. If the Practice orders or enables an EMR/PM Value Added Service for use with the EMR/PM Services, the Practice agrees that INSYNC HCS may allow such third party providers to access the Practice’s
data or information as required for the interoperation of such EMR/PM Value Added Services with the EMR/PM Services, and any exchange of data or other interaction between Practice and a third party provider is solely between the Practice and such third party provider. INSYNC HCS shall not be responsible for any disclosure, modification or deletion of data or information resulting from any such access provided to EMR/PM Value Added Services. No purchase of EMR/PM Value Added Services is required to use the EMR/PM Services.

1.4 The EMR/PM Services being provided by INSYNC HCS primarily consist of the sale of a software product license to the Practice. As such, INSYNC HCS shall not be responsible in any manner for providing training services to the Practice or any of its employees, contractors, or Providers as related to the billing, collection, or adjustments for any medical services provided by the Practice to its patients. This includes but is not limited to INSYNC HCS not having any responsibility for the Practice’s workload, including charting. It is the sole responsibility of the Practice to ensure that its billing staff has the adequate training for billing the Practice’s medical services and INSYNC HCS shall have no responsibility in this regard unless the Practice has specifically hired INSYNC HCS to provide RCM Services pursuant to the executed Term Sheet between the Practice and INSYNC HCS.

1.5 Under no circumstances, shall InSync HCS be held responsible or liable for any amounts of prescription medication prescribed by either the Practice or any Provider whether such prescribed amount is over or under the limits set by either the DEA or the Practice. The Practice and any Provider shall be solely responsible and liable for any amounts they prescribe and InSync HCS expressly disclaims all liability in this regard as InSync HCS has no control over the amounts which are prescribed by the Practice or any Provider. It should be noted by the Practice that the Suboxone Patient Count Tracker is used as a tool to help prevent over prescription of medication but does not explicitly prevent the Practice or any Provider from prescribing amounts of prescription medicines which are over DEA limits or limits set by the Practice.
2. The Practice’s Responsibilities.

2.1 The Practice is responsible for notifying INSYNC HCS of the number of Providers within the Practice. The Practice must notify INSYNC HCS within five (5) days of a Provider leaving the Practice or a new Provider joining the Practice by calling INSYNC HCS Support. The Practice will not be able to add or delete a Provider without contacting INSYNC HCS Support and providing the name of the Provider to be deleted or added.

2.2 The Practice is bound by the terms and conditions of this Agreement, the Business Associate Agreement, and the INSYNC HCS Term Sheet. It is the Practice’s responsibility to ensure that each User has reviewed this Agreement and understands the applicable terms and conditions.

2.3 Periodically, INSYNC HCS may incorporate product updates and new releases with respect to the software of the INSYNC HCS Systems. All product updates and new releases shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the INSYNC HCS Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the INSYNC HCS Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS System and/or the INSYNC HCS Services or to run new releases, versions or updates of the Software. The Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE.

2.4 If INSYNC HCS offers additional, optional services to the Practice during the term of this Agreement, the Practice may be required to provide certain information either to INSYNC HCS or
certain third parties in connection with some services that may be offered.

3. **Compensation.**

3.1 The Practice will pay all applicable fees, costs and charges (the “EMR/PM Fees”) associated with the EMR/PM Services and such EMR/PM Fees will be in accordance with the INSYNC HCS Term Sheet. EMR/PM Fees will consist of upfront fees for implementation as well as monthly fees for the EMR/PM Services and EMR/PM Value Added Services.

3.2 The Practice agrees that all EMR/PM Fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account, charged to a credit card or paid by check. **FOR BANK DEBIT OR CREDIT CARD PAYMENT, THE PRACTICE HEREBY AUTHORIZES INSYNC HCS TO DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY THE PRACTICE IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN.** INSYNC HCS shall charge the Practice’s bank debit or credit card the upfront EMR/PM Fees for implementation at the time the Practice executes the INSYNC HCS Term Sheet. INSYNC HCS shall charge the Practice’s bank debit or credit card the monthly EMR/PM Fees on or around the first business day of each month during the term of this Agreement. The Practice may be assessed additional fees and costs if the Practice’s bank debit or credit card are declined for any reason.

3.3 For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice’s in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice’s executed INSYNC HCS Term Sheet. Such invoice shall be due and payable by the Practice within twenty (20) days of the date thereof. Invoices not paid when due shall accrue late payment charges from the day on which payment was due until the day on which it is paid. Late payment
charges shall be computed as the lesser of the rate of one and half percent (1.5%) per month calculated on a daily basis or the highest rate allowed by law. The Practice may be assessed additional fees and costs if Practices check is returned due to insufficient funds.

3.4 INSYNC HCS shall have the right to suspend the Practice’s access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice are overdue beyond thirty (30) days and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice’s access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees.

THE PRACTICE HAS NO RIGHT TO THE REFUND OF ANY EMR/PM FEES PAID TO INSYNC HCS AS RELATED TO EMR/PM SERVICES OR EMR/PM VALUE ADDED SERVICES PROVIDED UNDER THIS AGREEMENT.

3.5 If the Practice has financed the purchase of the INSYNC HCS EMR/PM License through an INSYNC HCS approved lending partner, INSYNC HCS shall have the right to suspend the Practice’s access to any or all INSYNC HCS Services in the event any amounts due to the lending partner are overdue beyond sixty (60) days and until such as the Practice is current on its account with lending partner.

3.6 INSYNC HCS reserves the right to increase the EMR/PM Fees as listed on the INSYNC HCS Term Sheet after the Practice’s first year term. After the Practice’s first year term, if INSYNC HCS increases the EMR/PM Fees by a sum greater than five percent (5%) per year, the Practice shall have the ability to terminate this Agreement and the EMR/PM Services. If the Practice wishes to terminate this Agreement and the EMR/PM Services due to an applicable fee increase it must provide written notice of termination within thirty (30) days of receiving the EMR/PM Fee increase notice. If the Practice fails to provide timely notice, it waives the right to terminate due to a fee increase.
3.7 Since a portion of the Practice’s EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice’s activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If INSYNC HCS wishes to audit a Practice, INSYNC HCS is responsible for all costs associated with the audit, unless the audit indicates a shortage of 5 percent (5%) or more between the total EMR/PM Fees the Practice paid to INSYNC HCS during the twelve (12) months prior to the audit compared to the total EMR/PM Fees the Practice should have paid to INSYNC HCS during the twelve (12) months prior to the audit. If there such a shortage, the Practice can be required to pay for all fees and costs associated with the audit. If an audit indicates a shortage, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

4. Term and Termination.

4.1 The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be one (1) year from the Effective Date, terminable without cause at the end of the first year by either Party to this Agreement upon ninety (90) days prior written notice, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than ninety (90) days prior to the end of the then-current term.

4.2 Either Party may terminate this Agreement immediately for cause without liability or penalty of any kind in the event of the material breach or default of any of the terms or provisions of this Agreement by the other Party, provided that such breach or default is not cured within thirty (30) days after written notice thereof. However, the cure period shall be ten (10) days in the event of the Practice’s failure to pay EMR/PM Fees owed as provided in Section 3.

4.3 In the event of any legislative or regulatory change or determination, whether federal or state, which has or would prior to
the end of the Term have a material adverse impact on INSYNC HCS’ ability to provide the Practice with EMR/PM Services, as determined by INSYNC HCS, this Agreement may be terminated by INSYNC HCS without liability or penalty with sixty (60) days notice to the Practice.

4.4 Upon the occurrence of any of the following events, INSYNC HCS shall have the right, at its option, to terminate this Agreement for cause immediately without liability or penalty of any kind:

4.4.1 The Practice repeatedly fails to compensate INSYNC HCS in a timely manner and in accordance with the terms of this Agreement or repeatedly fails to cooperate with INSYNC HCS and/or perform the responsibilities set forth in this Agreement.

4.4.2 The Practice, or any User violates Section 5 of this Agreement.

4.4.3 If voluntary or involuntary bankruptcy, receivership, insolvency, dissolution, or assignment of assets for the benefit of creditors proceedings are commenced against the Practice and is not dismissed within sixty (60) days.

4.4.4 If any right of the Practice under this Agreement is subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency

4.4.5 If information given by the Practice with respect to its size, type, specialty, or configuration is substantially inaccurate or incomplete.

4.5 In the event that the Practice terminates this Agreement prior to the end of the current term and termination is not made pursuant to Sections 3.5, 4.2, 4.3, or 4.6 (collectively the “Exempt Sections”), the Parties agree that the actual damages likely to result from termination are difficult to estimate and difficult for INSYNC HCS to prove. The Parties agree that in the event of early termination by the Practice except pursuant to an Exempt Section, the Practice agrees to pay INSYNC HCS an Early Termination Fee equal to the higher of 1.5 times the total of the monthly EMR/PM Fees to be paid by the Practice for the remaining months left in the current term; or the average monthly EMR/PM Fees paid during the preceding six months times
the remaining months left in the current term. The Parties intend that the Early Termination Fee serve as Liquidated Damages to compensate INSYNC HCS for the Practice’s early termination, and the Parties do not intend for it to serve as punishment for any such breach by the Practice.

4.6 The Practice may terminate this Agreement and use of the INSYNC HCS Services if any revision by INSYNC HCS to these Terms and Conditions materially and adversely affect the services that the Practice receives, provided that the Practice give such notice within ten (10) days after the Practice is first informed of such revision, determined by the date on which the first User for the Practice accesses the INSYNC HCS System.

4.7 Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration.

5. INSYNC HCS Systems Access: License Grant

5.1 Access to the INSYNC HCS Systems is provided solely to facilitate access to the EMR/PM Services in connection with the Practice’s business operations. The Practice’s license to access the INSYNC HCS Systems is on a limited, revocable, non-exclusive, non-transferable basis only during the term of this Agreement. Practice agrees that it will access the INSYNC HCS Systems only to use the INSYNC HCS EMR/PM Services for its own internal use in accordance with the terms and conditions of this Agreement.

5.2 The Practice will not: (i) access or use the INSYNC HCS Systems except through its own authorized Users acting within the scope of their service to the Practice; (ii) use the INSYNC HCS Systems or any part thereof for any purpose other than for accessing and using the INSYNC HCS EMR/PM Services in accordance with this Agreement; (iii) sell, resell, transfer, sublicense, rent, lease, convey, encumber, copy, modify, distribute, publish, exhibit, transmit,
provide access to, or provide use of the INSYNC HCS System to any third party (other than its own authorized Users acting within the scope of their service to the Practice) nor use it or allow it to be used in any public system, public electronic bulletin board, or multiple computer or user arrangement or network that includes access by any third party (other than its own authorized Users acting within the scope of their service to the Practice); (iv) translate, convert to another programming language, decompile, derive specifications from, reverse engineer, reverse compile, record, disassemble or create derivative works based on the INSYNC HCS Systems for any purpose; (v) export the EMR/PM Software outside of the United States of America or make use of the EMR/PM Software at any location other than the geographic area(s) identified by the Practice as the Practice’s office location(s) when purchasing the INSYNC HCS Services or as such other location(s) as INSYNC HCS consents to such use; (vi) use the INSYNC HCS Systems in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vii) use the INSYNC HCS Systems or the EMR/PM Services for any unlawful purpose or to mislead or to harass anyone; (viii) violate or attempt to violate the security of the INSYNC HCS Systems or any INSYNC HCS server, database or network infrastructure, including but not limited to, by: (a) accessing data not intended for Practice; (b) logging into an account Practice is not authorized to access, (c) testing, "hacking", scanning or probing the INSYNC HCS Systems to identify or detect any vulnerabilities, or (d) attempting to interfere with other users’ use of the INSYNC HCS Systems.

5.3 Use of or access to the INSYNC HCS Systems and the EMR/PM Services not in accordance with this Agreement is strictly prohibited. Permission to access or use the INSYNC HCS System and/or the INSYNC HCS Services may be limited or suspended immediately in INSYNC HCS’s discretion if this Section 5 is violated.

6. **INSYNC HCS Copyright.**

6.1 Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the
terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media.

6.2 All the content, design and supporting documentation of the INSYNC HCS Systems is protected by United States copyright laws and international treaty provisions. Provider may not copy the written materials, images, trademarks, and/or logos set forth within or accompanying the INSYNC HCS Systems without INSYNC HCS’s prior written authorization. The Provider will not remove, change or deface any copyright notice or proprietary markings in or on any part of the INSYNC HCS Systems. The Provider acknowledges that the content and design of the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services contain trade secrets proprietary to INSYNC HCS, the American Medical Association, and such other third party licensors incorporated into the INSYNC HCS EMR/PM Services and that the loss of such trade secret status would cause irreparable damage to INSYNC HCS for which monetary damages may not adequately compensate either INSYNC HCS, the American Medical Association, or such other third party licensors incorporated into the INSYNC HCS EMR/PM Services. The Provider agrees to take at least the same precautions to maintain the confidentiality of this information as it does with respect to its own proprietary information, but in no case shall such precautions be less than those considered objectively reasonable in light of the nature of such information.

7. **Data Disclaimer.** The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM
InSync Terms and Conditions

Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice’s reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice’s own risk.

8. Registration and Practice Contact

8.1 The Practice agrees in order to access and/or use the INSYNC HCS Systems and/or the EMR/PM Services, the Practice has in the past provided, or upon activation will provide, email and facsimile contact information to enable INSYNC HCS to communicate with the Practice concerning the INSYNC HCS EMR/PM Services currently being provided to the Practice, together with marketing communications concerning other products and services offered by INSYNC HCS from time to time.

The Practice's acceptance of this Agreement and any continued access of the INSYNC HCS Systems and/or use of the INSYNC HCS EMR/PM Services constitutes the Practice’s retroactive and prospective express consent to any such email and/or facsimile communications from INSYNC HCS; provided, however, the Practice may at any time "opt-out" of receiving future email and/or facsimile marketing communications from INSYNC HCS on any or all facsimile numbers or email addresses by contacting INSYNC HCS at 888-499-5465 or faxing an opt-out request to INSYNC HCS at 10 Lanidex Plaza West, 2nd Floor, Parsippany, NJ 07054 or emailing an opt-out request to info@insychcs.com. Failure by INSYNC HCS to comply with an opt-out request within thirty (30) days is unlawful and subject to penalty.

In the event that the Practice is already accessing and/or using the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services, the Practice, on behalf of itself and its Users, principals, shareholders, members, owners, directors, , hereby unconditionally and absolutely waives, releases and discharges
any and all suits, causes of action and claims of any type that the Practice may have, known or unknown, arising from or related to any and all past marketing communications to the Practice and any and all alleged violations of (i) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof; (ii) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or (iii) any other state or federal ordinance, regulation or statute relating to communicating, distributing, publishing, sending or transmitting of content, information or material. The Practice acknowledges and agrees that such waiver and release is a material consideration for its continued access to and use of the INSYNC HCS Systems and/or the INSYNC HCS EMR/PM Services and this provision is to be read to afford INSYNC HCS the broadest protection permitted by law.

9. **Independent Contractor.** Neither INSYNC HCS nor any person performing services hereunder shall be deemed by this Agreement an agent or employee of Practice. The services hereunder of INSYNC HCS and its employees and/or others shall be those of an independent contractor. It is further understood that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other obligation or like relationship between the Parties.

10. **Access to Records; Disclosure of Records.** The Parties to this Agreement, until the expiration of seven (7) years subsequent to the furnishing of Services under this Agreement, shall make available upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary’s or Comptroller’s delegate, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. In the event that either Party, or its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the Party subject to the request shall notify in writing, to the extent permitted by law, the other Party of the nature and scope of such request and shall make available, to the
extent permitted by law, to the other Party, upon request, all such books, documents or records. The provisions of this paragraph shall survive the termination of this Agreement.

11. **Compliance with Law and Corporate Compliance Programs.** If the performance by either Party of any provision of this Agreement is or becomes in the future a violation of any statute or regulation or otherwise is deemed illegal, the provision(s) of this Agreement affected thereby shall be amended to remove the terms that are in violation of laws or regulations so that both Parties are in compliance with applicable laws and regulations.

12. **Indemnification.**

12.1 THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY’S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS’S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.2 THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS’ FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM
ARISES FROM INSYNC HCS’S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.3 THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13. **Warranties.**

13.1 INSYNC HCS warrants that: (i) no contractual obligations exist that would prevent INSYNC HCS from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to EMR/PM Services and INSYNC HCS’s System.

13.2 INSYNC HCS further warrants that in the event of an error or omission caused directly by INSYNC HCS, INSYNC HCS will use reasonable efforts to attempt to timely correct the error or omission. The Practice shall use its reasonable efforts to timely report errors or omissions to INSYNC HCS Support.

13.3 The Practice represents and warrants that: (i) no contractual obligations exist that would prevent the Practice from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements and these Terms and Conditions applicable to its use of EMR/PM Services and the INSYNC HCS System, and its operations as a healthcare provider.

13.4 THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE’S OR A PROVIDER’S REQUIREMENTS OR THAT THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-
FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER’S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS’S EXPRESS PRIOR WRITTEN CONSENT.

14. **Limitation of Liability.**

14.1 IN NO EVENT SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS’ AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY’S FEES, INTEREST,
COSTS, ETC.) RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE PRACTICE TO INSYNC HCS IN THE NINE (9) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. HOWEVER, IN NO EVENT SHALL INSYNC HCS’S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS ($1,000.00).

14.2 APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH WITHIN THIS AGREEMENT; THUS, THE LIMITATION OF LIABILITY AND WARRANTIES MAY NOT APPLY TO PRACTICE'S LOCATED WITHIN THOSE JURISDICTIONS. NONETHELESS IF ANY PART OF THIS LIMITATION ON LIABILITY OR WARRANTIES ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF INSYNC HCS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TWO THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00).

14.3 INSYNC HCS shall have no liability for any claim that the INSYNC HCS Systems or the EMR/PM Services violate or infringe upon the rights of any third party under a trademark, copyright or patent or allege trademark copyright or patent, if such claim is based upon (i) the combination, operation or use of the INSYNC HCS Systems or EMR/PM Services with software not supplied by INSYNC HCS, (ii) any alteration or modification of the INSYNC HCS Systems or (iii) INSYNC HCS’s compliance with any of the Practice’s request to modify or redesign the EMR/PM Software.

14.4 The Practice acknowledges that INSYNC HCS has not authorized any person to issue or make representations or warranties on behalf of INSYNC HCS in connection with INSYNC HCS’s access to or use of the INSYNC HCS Systems and/or INSYNC HCS Services other than those expressly set forth in (i) this Agreement and (ii) the written materials provided by INSYNC HCS describing the capabilities
and functions of the INSYNC HCS System and/or the INSYNC HCS EMR/PM Services.

15. **Assignment, Benefit.** This Agreement may not be assigned by the Practice without the prior written consent of INSYNC HCS, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer of this Agreement by the Practice to a third party hereto in violation hereof shall be null and void. INSYNC HCS shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of INSYNC HCS without the Practice’s written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.

16. **Updates.** During the term of this Agreement, INSYNC HCS may incorporate product updates and new releases with respect to the INSYNC HCS System on a periodic basis. All product updates and new releases that are available to the Practice shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the EMR/PM Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the EMR/PM Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS Systems and/or the EMR/PM Services or to run new releases, versions or updates of the Software. Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE. If INSYNC HCS offers additional, optional services to Practice during the term of this Agreement, Practice may
be required to provide certain information either to INSYNC HCS or certain third parties in connection with some of the services that may be offered.

17. **Reliance.** The Practice is not relying on any statements or representations concerning the INSYNC HCS Systems or the EMR/PM Services made to Practice, other than those contained herein and in the written materials furnished to it by INSYNC HCS.

18. **Attorney-In-Fact.** The Practice hereby appoints INSYNC HCS as its attorney-in-fact for the limited purpose of using the information given by the Practice to deliver the INSYNC HCS EMR/PM Services.

19. **Business Associate Agreement.** In recognition of the sensitive nature of the information exchanged in the providing of EMR/PM Services and associated with the INSYNC HCS System, the Practice agrees to the following Business Associate Agreement terms:

19.1 In connection with providing services or products to Practice, INSYNC HCS may, on the Practice’s behalf, access, use, create and/or disclose Protected Health Information.

19.2 The Parties intend to protect the privacy and provide for the security of PHI disclosed to INSYNC HCS pursuant to the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and which security regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), as amended by the Health information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as each are amended by the related final regulations dated January 25, 2013 promulgated by the Secretary (the "HIPAA Final Rule").

19.3 **OBLIGATIONS AND ACTIVITIES OF INSYNC HCS.**

19.3.1 **Uses and Disclosures of PHI Pursuant to the EMR/PM Services.** INSYNC HCS will not access, use and/or disclose PHI other than as permitted or required by this Agreement or as required by Law.
19.3.2 Permitted Uses and Disclosures. INSYNC HCS may only use and disclose PHI created or received pursuant to these Terms and Conditions as follows:

(a) To carry out the purposes of this Agreement and Provide EMR/PM Services. INSYNC HCS may access, use and/or disclose PHI as necessary to perform its obligations under this Agreement and providing EMR/PM Services, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Practice and provided further that all other uses and disclosures not authorized by these Terms and Conditions or other agreements with or written instructions from the Practice, are prohibited.

(b) Use for Management and Administration. INSYNC HCS may use PHI for the proper management and administration of INSYNC HCS, or to carry out the legal responsibilities of INSYNC HCS.

(c) Disclosure for Management and Administration. INSYNC HCS may disclose PHI for the proper management and administration of INSYNC HCS or to carry out the legal responsibilities of INSYNC HCS if (i) the disclosure is Required by Law or (ii) INSYNC HCS (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person agrees to notify INSYNC HCS in writing of any instances of which it becomes aware in which the confidentiality and security of the PHI is breached.

(d) Required by Law. INSYNC HCS may use or disclose PHI that is in its possession as required by Law.

(e) De-Identification of PHI. INSYNC HCS may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. §164.514(b). De-identified information does not constitute PHI and is not subject to the terms of this Agreement. In such situations where INSYNC HCS is de-identifying data, INSYNC HCS will also comply with any further limitations on uses and disclosures agreed to by the Practice provided that such agreed upon limitations have been communicated to INSYNC HCS in writing.
(f) Data Aggregation and Analysis Activities. INSYNC HCS may provide Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

19.3.3 Appropriate Safeguards. INSYNC HCS will implement appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by this Agreement.

19.3.4 HIPAA Transaction Standards. INSYNC HCS will comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of PHI in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA. INSYNC HCS shall comply with modifications to applicable HIPAA standards and requirements which become effective from time to time.

19.3.5 Reporting of Improper Use or Disclosure, Security Incident or Breach. INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in no event later than twenty (20) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that
Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

19.3.6 **Access to PHI.** To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to the Practice pursuant to 45 C.F.R. §164.524 within fifteen (15) business days of INSYNC HCS’s receipt of a written request from the Practice; provided, however, that INSYNC HCS is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by the Practice. If an Individual makes a request for access pursuant to 45 C.F.R. §164.524 directly to INSYNC HCS, or inquires about his or her right to access, INSYNC HCS shall direct the Individual to the Practice.

19.3.7 **Amendment of PHI.** To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to Practice for amendment pursuant to 45 C.F.R. §164.526 within twenty (20) business days of INSYNC HCS’s receipt of a written request from the Practice. If an individual submits a written request for amendment pursuant to 45 C.F.R. §164.526 directly to INSYNC HCS, or inquires about his or her right to amendment, INSYNC HCS shall direct the Individual to the Practice.

19.3.8 **Documentation of Disclosures.** INSYNC HCS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. INSYNC HCS shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

19.3.9 **Accounting of Disclosures.** INSYNC HCS agrees to provide to the Practice, within twenty (20) business days of INSYNC HCS's
receipt of a written request from the Practice, information collected in accordance with the “Documentation of Disclosures” Section of this Agreement to permit the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. §164.528 directly to INSYNC HCS, or inquires about his or her right to an accounting of disclosures of PHI, INSYNC HCS shall direct the Individual to the Practice.

19.3.10 Performance of the Practice Obligations. To the extent INSYNC HCS is carrying out any of the Practice’s obligations under the Privacy Rule pursuant to the terms of this Agreement or other agreements with or written instructions from the Practice, INSYNC HCS shall comply with the requirements of the Privacy Rule that apply to the Practice in the performance of such obligation(s).

19.3.11 Governmental Access to Records. INSYNC HCS will make its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Practice or the Secretary, for purposes of determining the Practice's compliance with the Privacy Rule.

19.3.12 INSYNC HCS’s Agents. In accordance with 45 C.F.R. §164.502(e)(1)(i) and 45 C.F.R. §164.308(b)(2), as applicable, INSYNC HCS shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of INSYNC HCS for services provided to the Practice, providing that the agent agrees to restrictions and conditions that are no less protective of privacy and security than those that apply through this Agreement to INSYNC HCS with respect to such PHI.

19.3.13 Minimum Necessary. INSYNC HCS shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. §164.514(d), and any amendments thereto.

19.4 OBLIGATIONS OF COVERED ENTITY
19.4.1 Consents and Authorizations. The Practice represents that it has obtained or will obtain all consents or authorizations that may be required by the Privacy Rule and applicable state law prior to furnishing INSYNC HCS the PHI.

19.4.2 Notice of Privacy the Practices. The Practice shall notify INSYNC HCS of any limitation(s) in the notice of privacy practices of the Practice under 45 C.F.R. §164.520, to the extent that such limitation may affect INSYNC HCS’s use or disclosure of PHI. If requested by INSYNC HCS, the Practice shall provide INSYNC HCS with the Notice of Privacy the Practices that the Practice produces in accordance with 45 C.F.R. §164.520.

19.4.3 Notification of Changes Regarding Individual Permission. The Practice shall notify INSYNC HCS in writing promptly, but in no event later than two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect INSYNC HCS’s use or disclosure of PHI.

19.4.4 Notification of Restrictions on the Use of Disclosure of PHI. The Practice shall notify INSYNC HCS in writing of any restriction on the use or disclosure of PHI that the Practice has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may impact in any manner the use or disclosure of PHI by INSYNC HCS under this Agreement or other agreements with or written instructions from the Practice.

19.4.5 Permissible Requests by the Practice. The Practice shall not request INSYNC HCS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Practice.

19.5 TERM AND TERMINATION

19.5.1 Effect of Termination.

(a) Upon termination of this Agreement for any reason, INSYNC HCS shall return or destroy all PHI received from the Practice, or created or received by INSYNC HCS on behalf of the Practice, and shall retain no copies of the PHI.
(b) If it is infeasible for INSYNC HCS to return or destroy the PHI upon termination of this Agreement, INSYNC HCS shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as INSYNC HCS maintains such PHI.

19.6 MISCELLANEOUS

Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on the Security Rule and the Privacy Rule and its related regulations issued by the Secretary of Health and Human Services from time to time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Security Rule and the Privacy Rule. In the event of inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over INSYNC HCS or the Practice, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of INSYNC HCS or the Practice that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

20. Notices. Any notices or other communications provided for in this Agreement shall be in writing and shall be deemed given for all purposes when either served personally or mailed by certified or registered mail, return receipt requested, postage prepaid or by overnight courier and addressed to the respective Party at its last known address. All notices to INSYNC HCS shall also be emailed to its legal counsel at notices@hunterbusinesslaw.com.

21. Further Assurances. Upon the request of either Party to the other, each Party will take such other action and execute and deliver to the other Party such instruments or documents as may be
reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.

22. **Nonwaiver.** The failure of either Party to insist on strict performance of any of the covenants or conditions of the Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by INSYNC HCS or the Practice of any act or thing which INSYNC HCS or the Practice is not obligated to do hereunder shall not be deemed to impose any obligation upon INSYNC HCS or the Practice to do any similar act or thing in the future or in any way change or alter any of the provisions of this Agreement.

23. **Confidentiality.** In as much as INSYNC HCS qualifies as a “Business Associate” and the Practice qualifies as a “Covered Entity” as defined in 45 C.F.R. 160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, by requesting permission to access and use the INSYNC HCS System and the INSYNC HCS EMR/PM Services, the Practice agrees to the Business Associate Agreement terms provided in Section 19 as mandated under HIPAA for such agreements, and as may be amended pursuant to Section 19 hereof.

24. **Modifications.** IN THE EVENT INSYNC HCS MODIFIES ANY TERM OR CONDITION OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET, SUCH MODIFICATION SHALL ONLY BE EFFECTIVE IF SIGNED BY THE CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL FOR INSYNC HCS. NO OTHER EMPLOYEE OR OFFICER OF INSYNC HCS SHALL HAVE THE AUTHORITY TO MODIFY A TERM OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET. IF THESE TERMS AND CONDITIONS ARE MODIFIED AND THE MODIFIED TERMS AND CONDITIONS ARE POSTED BY ONLINE BY INSYNC HCS, THEN THE PRACTICE MAY ASSUME THE MODIFIED TERMS AND CONDITIONS ARE
EFFECTIVE AND NO SIGNATURE OF AN INSYNC OFFICE IS REQUIRED.

25. **Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement as long as the primary intent and purpose of this Agreement is not materially affected.

26. **Entire Agreement.** This Agreement, the executed INSINC HCS Term Sheet, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereeto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.

27. **Headings.** The headings or captions of the paragraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

28. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation in Tampa, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required in the event INSINC HCS brings an action against the Practice for unpaid Services Fees or other unpaid fees.

29. **Governing Law & Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida without reference to its principles of conflict of laws. The Practice expressly agrees that any legal action or proceeding between INSYNC HCS and the Practice for any purpose concerning or related to this Agreement, the EMR/PM Services, the EMR/PM Value Added Services, or the
INSYNC HCS EMR/PM System, or the parties’ obligations hereunder shall be brought exclusively in a court of record for Hillsborough County, Florida or the United States District Court for the Middle District of Florida – Tampa division. Practice hereby agrees to consent to personal jurisdiction of the state and federal courts situated within State of Florida for purposes of enforcing this Agreement, and waive any objection that Practice might have to personal jurisdiction or venue in those courts. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.

30. **Compliance with Dispute Resolution and Venue.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 28 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place; or in the event either Party files any cause of action or legal proceeding in a court of law against the other Party in a court of law other than a court of law identified in Section 29 of this Agreement, the filing Party agrees to pay the non-filing Party’s reasonable attorneys’ fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

31. **Injunctive Relief.** Notwithstanding the provisions of Section 28, the Practice agrees that violations of Sections 5, 6, and 23 will cause INSYNC HCS irreparable and immediate harm and that INSYNC HCS is entitled to seek immediate injunctive relief from a court of competent jurisdiction to prevent such violation.

32. **US. Government Rights.** INSYNC HCS Systems and INSYNC HCS EMR/PM Services include commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation (collectively, "Commercial Software/Data"), as applicable which were developed exclusively at private expense by INSYNC HCS. Additionally, the INSYNC HCS System and the INSYNC HCS Services, specifically EMR and PM, may include Commercial Software/Data, including CPT® code which is commercial technical data, which was developed exclusively at private expense by the American Medical Association,
330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.

IN ORDER TO HAVE ACCESS TO (OR CONTINUED ACCESS TO) AND USE OF (OR CONTINUED USE OF) THE INSYNC HCS SYSTEMS AND INSYNC HCS EMR/PM SERVICES, YOU MUST CHECK THE ACCEPT BOX BELOW. BY DOING SO, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PRACTICE REGISTERED UNDER THIS LOG-IN ID. FAILURE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVENT YOU FROM ACCESSING OR USING THE INSYNC HCS SYSTEM OR INSYNC HCS EMR/PM SERVICES. ANY ATTEMPT TO DO SO WITHOUT AGREEING TO THESE TERMS AND CONDITIONS IS EXPRESSLY PROHIBITED AND IS VIOLATIVE OF APPLICABLE LAW.
IN WITNESS WHEREOF, the parties have executed this Agreement as of _____________, 2019.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel