



Medisolv

**RAPID & Encor
Proposal For**

Lane Regional Medical Center



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EXECUTIVE SUMMARY

As hospital management faces pressure to reduce costs while improving or maintaining quality, they need timely intelligence information about the performance of their hospital or department to make informed decisions. Today, most reports are manually created and provide retrospective information that is too old to enable managers to take immediate corrective actions. Most reports are labor intensive and don't permit the recipient to easily modify the view or dive to the detailed level to provide true decision support. Medisolv RAPID and IndiGo were developed to provide near-real-time business intelligence and decision support services.

RAPID is an enterprise wide reporting and analysis software product designed to assist healthcare professionals in monitoring various activities within a facility or hospital enterprise. The IndiGo application is used to manage all aspects of Key Performance Indicators (KPIs) through a central dashboard with multiple views including scorecards and graphs. Together RAPID and IndiGo provide a view of your organization's health and performance. These applications share a common business intelligence platform integrated with the MEDITECH Data Repository. They provide a reporting "front end" to the MEDITECH DR and other SQL databases. The entire server based solution leverages existing intranet infrastructure and uses Internet Explorer as a Client. Not only do these applications have significant "standard content" already developed and available for immediate use, they also include end user software tools for new Ad Hoc reports. Together, these products will save you time and money while providing timely information about the performance of your healthcare enterprise enabling you to make better informed decisions.

RAPID provides multiple modules from which users can generate unlimited custom views and numerous Online Analytic Processing (OLAP) cubes. The following represent a partial list in areas throughout the hospital:

- Financial
- Demographics
- General Ledger—Departmental Statistics
- Human Resources
- Utilization Management
- Infection Control
- Pharmacy Analysis

RAPID reports display information in easy-to-read data grids with charts and graphs. Executive, financial and clinical users can view and drill down to individual transactions or rearrange fields in OLAP cubes to meet their individual needs. RAPID fully supports viewing and distribution of Ad hoc reports built within Microsoft Reporting Services.

IndiGo provides enterprise access to executive and departmental dashboards that enable the hospital to distribute scorecards measuring critical organizational metrics. These dashboards

provide users with the ability to view data from many different areas of the enterprise on a single screen. Color-coded indicators are used to gauge each of the respective areas, in order to spot variances. Drill-down functionality enables users to drill into any specific area for more detail with a simple click of the mouse. IndiGo provides the following standard indicators:

- AHRQ Inpatient Quality Indicators
- AHRQ Patient Safety Indicators
- Custom Development of Hospital Specific Key Financial Indicators
- CMS/Joint Commission Core Measure Input

IndiGo has multiple tools to build ad hoc indicators from any SQL database within the enterprise. Both RAPID and IndiGo have user access control through account management integrated with a Windows account system such as Active Directory. Reports can be scheduled to run with results e-mailed to the user. Report outputs can be e-mailed to individual users or “published” to a group of users. Single click export to Excel or PDF and MS Word is available in both products.

ENCOR, our core measure submission solution, is the only 3rd party reporting solution fully integrated with the MEDITECH suite of applications. ENCOR:

- Identifies and assigns cases to core measure sets for abstraction on a daily basis
- Completes part of the abstraction worksheet automatically
- Supports abstractors with patient history information and help from regulatory guidelines
- Packages files for submission to The Joint Commission and CMS
- Submits these patient cases at the end of the reporting period
- And presents this information back to IndiGo Core Measure related key performance indicators where they can be viewed and drilled down on from an IndiGo scorecard

ENCOR+ is MEDISOLV’s newest product to support Hospital Meaningful Use Stage I & II reporting of Clinical Quality Measures. ENCOR+ is a combined product and services offering that includes recurring fees per measure set to provide technical support, regulatory updates, aid in creating and submission of XML

MEDISOLV product license, implementation and maintenance pricing is based upon the following assumptions:

- Client has one **Acute Care Hospital** and has or will have a single MEDITECH MIS and a single MEDITECH Data Repository configured with a Multiple Source ID.
- Standard implementation includes only standard MEDITECH data sources in the Data Repository with tables and fields that have not been altered or customized locally.
- One onsite implementation and training session for RAPID and IndiGo will be provided by up to two Medisolv consultants in one continuous 2 day period and will be conducted in the English language. Client will pay for travel and related living expenses for the consultants.
- One onsite implementation and training session for ENCOR will be provided by two Medisolv consultants in one day. Client will pay for travel and related living expenses for the consultants.
- Client will provide training facilities complete with hardware according to minimum Medisolv workstation specification and connected to the Medisolv system and with sufficient stations to support up to 12 people during one session.

- Client will source and install their own hardware, per the hardware specifications listed in this proposal, and understands that Medisolv's applications must be on a server separate from the Data Repository.
- Client authorized Ad Hoc reports developed by Medisolv consultants will be on a time and material basis as needed.
- Client is registered as a single entity for purposes of reporting Core Measures to CMS and will be reporting on 3 Hospital inpatient measure sets and 2 Hospital outpatient measure sets.
- **Medisolv has developed ENCOR+ for clients to meet Hospital Inpatient ARRA/HITECH Stage I Meaningful Use reporting requirements ENCOR+ may be purchased provided that the following conditions are met:**
 - **The MEDITECH Data Repository (DR) is installed with all initial loads completed and validated by MEDITECH.**
 - **All of the appropriate MEDITECH Applications including minimum Versions in place to meet requirements along with the required versions of the MEDITECH operating system and implementation of the MEDITECH ARRA Priority Pack.**
 - **Implementation of data capture as specified in the MEDITECH Best Practices for Clinical Quality Reporting.**
 - **Implementation of data capture as specified in the MEDITECH Best Practices for Functional Utilization Measures.**
- **In the event client is installing a new DR, please note that the Phase I MEDITECH DR version being installed as part of MEDITECH Data Repository installations to support initial year Stage I Meaningful Use is not sufficient to implement the Medisolv Business Intelligence Platform required for the Medisolv products although a standalone version of ENCOR+ may be installed on an interim basis to address meaningful use reporting for an incremental fee.**

The license fee provides for unlimited rollout within the included facilities as well as support for any Client owned outpatient health centers. The proposed software fees including standard implementation for Client are provided in Appendix A to the attached Agreement. Travel and living expenses as incurred will be billed separately. The standard implementation includes standard Data mart interface development, training and all installation services. Ongoing software support begins at the time of Client acceptance. Client acceptance shall be deemed to have occurred upon the earlier of completion of training or 30 days after installation. Client requested Ad Hoc reports developed by Medisolv consultants will be authorized by Client through work orders and billed to Client on a time and material basis at the current rate of \$180-250/hr USD. Included in this proposal is an optional block of hours of services to develop custom reports and indicators using MS Reporting Services or Advanced Indicator Builder.

COMPANY OVERVIEW

MEDISOLV is a privately held corporation based in Columbia, Maryland. The company develops business intelligence and clinical decision support software solutions for hospitals and health systems in the US and Canada. The company has grown steadily in Client base, revenues and profitability since its founding in 1999. Medisolv's executive management team has an average experience of more than 20 years each in the development, integration and delivery of services and software solutions for healthcare institutions. MEDISOLV is a Microsoft Certified Partner, a 3-M Business Partner and a MEDITECH Business Alliance Partner.

For business information to be classified as business intelligence, it must first be processed and presented in context to enable managers to determine if they need to make changes in the direction of the business. Intelligence information is perishable in its ability to have impact on the directions and actions of the enterprise. It must be communicated to appropriate managers in a timely manner to permit corrective actions to be determined and carried out before minor issue grow into a substantial problems. MEDISOLV's products, RAPID and IndiGo, were designed to enable this type of information processing and communications to support positive changes in business and clinical outcomes for our Clients. Through a series of easy to use reports, dashboards and indicators; managers at all levels of hospital management can mine data from their MEDITECH and peripheral systems to make better informed and more timely decisions about the operations of their hospital.

PRODUCT OVERVIEW: RAPID

Most hospital management teams struggle to gather, analyze and process information to support hospital management. With data lying in multiple systems, pulling together a report can easily consume multiple staff months of labor and then the report may not be easily manipulated or have sufficient detail if management has a question.

RAPID is an enterprise wide reporting and analysis application that places reports at the fingertips of the managers who need them. Predefined reports are utilized to analyze commonly used metrics for measuring performance, and queries are used to find patients with certain characteristics. These form the core of the RAPID product. Commonly used measures (e.g. LOS, Charges and Cost) are often compared across dimensions (categories) e.g. Physicians, Physician groups and financial classes. RAPID has great flexibility in creating reports with commonly used financial or clinical measures and dimensions. Virtually unlimited combinations of these measures across different dimensions are possible using “report filters” in views and the drag and drop capability of OLAP cubes. Drill down from reports allows easy access to detailed visit information at the transaction level simply by clicking through the selected visit. Summary data can be displayed as charts and graphs for enhanced visual display.

User Defined OLAP Cubes

MEDISOLV offers hospitals with several pre-built financial, clinical and demographic cubes as described above. RAPID also has the ability to view user defined OLAP cubes created within Microsoft Analysis Services. If the hospital has developed MS cube reports, these can be imbedded within RAPID and distributed to end users via the RAPID Application permissions.

User Defined Ad Hoc Reports

In addition to predefined reports, MEDISOLV recognizes the need for ad-hoc reporting. RAPID accommodates seamless integration of reports developed with Microsoft Reporting Services. Ad hoc reports are created with the Reporting Services Designer utilizing the RAPID Data marts, the MEDITECH Data Repository or any 3rd party ODBC Compliant data source. The reports that are then uploaded to be viewed through the framework with all important information management features. For full functionality of Microsoft Reporting Services and to utilize existing Microsoft licensing, the Microsoft .NET framework, Internet Information Server and Reporting Services needs to be installed on the same instance of the SQL database server containing the RAPID Data mart.

Information Management

The ultimate objective of any management decision support system is data driven performance improvement. Timely sharing of critical information with relevant staff is imperative to achieve this goal. MEDISOLV's product suite is designed to share information with other users either one to one or in a one-to-many fashion. Reports can be “published” through the report publication tool for group(s) of users. Access is controlled through the account management system and this publication feature does not require any technical expertise. Users with e-mail addresses can be e-mailed report outputs as HTML attachments.

Personalized information management is an important aspect of our solution. User saved views, snapshots and cubes are available to each user as part of personalization and information management. These features include save report results and report filters. Users may save report outputs within any report. This preserves the report output for later review. Saving filters allows re-running the same report at a later date.

Data at multiple levels within drill down reports can be exported to Microsoft Excel, PDF or word file using a single click. Data from any OLAP cube could be exported as an Excel Pivot table with a single click. The Pivot table can refresh data from the cube database either automatically or through a manual refresh process.

PRODUCT OVERVIEW: INDIGo

In today's healthcare environment, the process of reducing costs while increasing quality is one of the essential jobs of any hospital administrator. In order to accomplish this difficult task, hospital administrators require a business intelligence tool that allows them to make informed financial and clinical decisions based on specific Key Performance Indicators (KPI). Monitoring these KPI's allows management teams to function more efficiently and effectively. Many other performance management systems are not designed for KPI automation and are maintained through manual data entry. This can result in erroneous and untimely information. Indigo is designed specifically for hospitals as a comprehensive yet cost effective Indicator based performance management system. By directly utilizing a hospital's existing HIS data MEDISOLV's IndiGo software application automates the creation, management and distribution of the following industry standard Key Performance Indicators (KPI).

- Inpatient Quality Indicators
- Patient Safety Indicators
- Key Financial Indicators
- Volume/Throughput Indicators

And IndiGo provides easy to use tools to aid you in developing your own custom indicators.

Dashboards and Scorecards

Indigo Dashboards and Scorecards are both "intelligent" and updated automatically. Stunning graphics and color coding allow hospital staff to quickly identify and focus on KPI's in need of immediate attention. With IndiGo healthcare systems can finally concentrate on actual performance improvement actions rather than information gathering. Balanced Scorecards and Dashboards are fully supported.

Enterprise wide sharing of KPI information in a timely and cost efficient manner is another one of Indigo's essential features. Sharing this information within the hospital is necessary to effectively bring about positive change. IndiGo facilitates information sharing through a single click access to the following functions:

- Save report outputs for later retrieval.
- Publish reports to groups of users
- Export reports to Excel, MS Word or PDF

Indigo Goal tracking tools allow hospitals to define their own goals for any KPI of interest within the application. Indigo thus becomes a central repository not only for all the KPI data but also management goals by specific indicators. Measuring the overall health of the hospital has never been easier. Indigo KPI reports allow drill down to the patient and individual transaction level from any Indicator summary result. A chart pull in most cases is therefore not necessary thus saving both time and money.

User Defined Indicators

Indigo has three different ways to create user defined indicators. Users can create indicators where data is entered manually on a monthly basis. The indicator builder tool allows a wizard like tool to select database constraints based on the indicator definition.

With the advanced indicator builder actual SQL code can be inserted in the user defined indicator.

PRODUCT OVERVIEW: ENCOR

The ENCOR application is designed especially for the MEDITECH system in order to improve efficiency of the Core Measures data management. ENCOR automates much of the manual process of Case Selection, Case Abstraction and Data Submission. ENCOR interfaces seamlessly with the MEDITECH Data Repository as a data source and IndiGo, another Medisolv application designed to support internal reporting and Balanced Scorecard automation. IndiGo is required to operate ENCOR.

ENCOR offers many enhancements of the traditional means of doing core measure data extraction abstraction and submission:

- **Near Concurrent Abstraction.** As soon as records are final coded, you can start case abstraction. In RAPID, Client or Medisolv can also generate an on demand or scheduled report to identify candidates for Core Measure reporting through preliminary diagnosis, reason for visit or lab results data.
- **Automated Data Abstraction.** Data is pulled directly from EHR data to populate many elements of the abstraction worksheet.
- **Smart Abstraction Worksheets.** Manual data abstraction for “non automated” data elements is significantly faster with the following features:
 - Skip Logic. Based on the answers given to a question, the worksheet skips to the next appropriate question based on CMS guidelines. If desired, hospitals have an option to turn this feature off.
 - Patient Data. To minimize the time abstractors need to dedicate to looking at paper charts or looking data up in other systems, ENCOR presents relevant patient data directly from IndiGo including Demographics, Microbiology and Drug Administration data from a link within the Worksheet.
 - Dynamic Measure Status. To reduce abstraction errors and provide guidance to abstractors, ENCOR dynamically colors the coded status of each Measure as soon as abstraction questions are answered.
 - Abstraction Documentation. If abstractors have questions about any Measure or Measure Set, ENCOR provides a robust set of context sensitive help in the form of full CMS documentation.
- **Abstraction Management Support.** To aid in monitoring and managing the Core Measure Abstraction Process, ENCOR includes built in management tools for improved workflow and productivity.
 - Abstractor Assignment and tracking Abstraction Status by Abstractor
 - Standard Reports. Analyze Measure Results by Attending Provider and Abstractor productivity with ENCOR Standard Reports
- **Painless Data Submission.** ENCOR generates submission ready XML files for both CMS and The Joint Commission after sign off by hospital staff. Medisolv will provide submission services to both entities.
- **Balanced Scorecard Integration.** To aid the management team in its goals toward continuous improvement against Core Measure Key Performance Indicators, ENCOR feeds data into the Medisolv IndiGo as cases complete abstraction. This enables internal monitoring via color coded Variance Tracking on Strategic Dashboards.

PRODUCT OVERVIEW: **ENCOR+**

ENCOR+ is specially designed for comprehensive Quality and Meaningful Use Reporting for hospitals and health systems and has been Certified as a Modular EHR product by the Drummond Group for reporting Stage I & II Clinical Quality Measures. **ENCOR+** is integrated with the MEDITECH Data Repository and generates both human readable reports and required XML files for Attestation with CMS for Stage I & II Clinical Quality e-Measures compliance. **ENCOR+** clients have the option for an additional fee to subscribe to “Abstracted Core Measures” by adding the ENCOR Core Measures for submission to The Joint Commission and/or CMS. **ENCOR+** incorporates proprietary data capture optimization guidelines which should reduce data capture burden on Clinicians and scale up for Meaningful Use Stages II and beyond. For Clients that have also licensed MEDISOLV IndiGo, **ENCOR+** data output flows automatically to the IndiGo Dashboard application for monitoring and tracking performance in a more graphical interface.

ENCOR+ annual subscription pricing is based upon the number of Measures subscribed to for the facilities specifically referenced in Appendix A to this Agreement.

INTEGRATION WITH MEDITECH

This section outlines integration developed to get data from the MEDITECH Data Repository to the MEDISOLV applications.

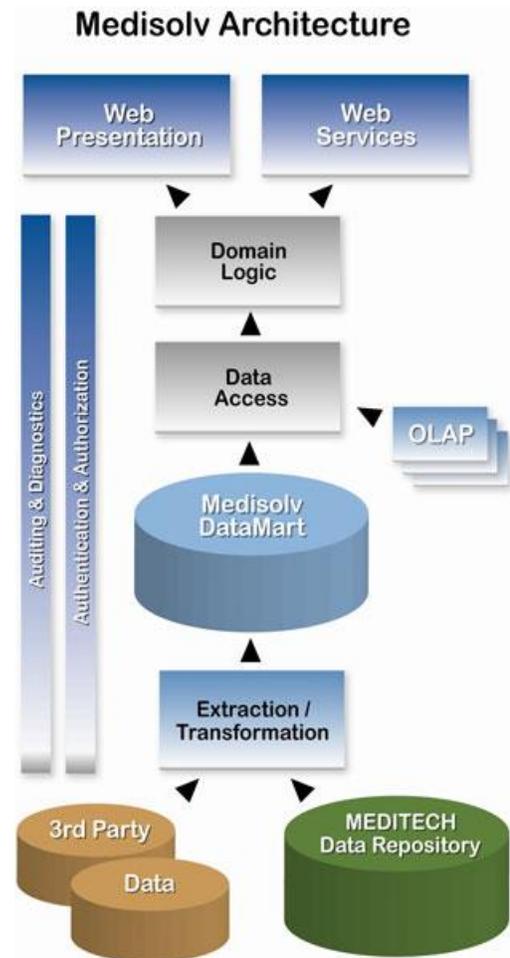
MEDISOLV utilizes SQL data transformation services load scripts on a scheduled basis to extract data from the MEDITECH data repository into the RAPID/Indigo Datamarts. This incremental transfer is typically done on a nightly basis as a batch job when other system activity is at a minimum.

The process consists of the following steps.

- MEDITECH Applications Transfer Information to MEDITECH Data Repository: This is performed on a nightly basis or in a “near continuous” mode. These jobs and statuses are viewable in the MEDITECH Data Repository module.
- Relevant MEDITECH Data Repository data and any non MEDITECH data (if applicable) is sent to the RAPID/Indigo Data marts via DTS's on a scheduled basis.
- MEDISOLV Applications retrieve data from RAPID/Indigo Data marts. The data is viewed through the standard views that have been included within the application.

The following key data integration components are used with the Medisolv applications:

- MEDITECH Data Repository
- Medisolv RAPID/Indigo Data marts
- Non MEDITECH Data imports
- Data Transformation Services (DTS's)
- Scheduled Tasks



INTEGRATION WITH OTHER SYSTEMS

MEDISOLV also provides the ability to integrate data from ancillary systems such as a patient satisfaction survey data with MEDITECH HIS data for a more complete operational picture.

MEDISOLV's open data model allows the hospital to bring data from any ODBC compliant external system to create customized and user defined reports based on that data. Additional data Integration services are provided to Clients on a time and materials basis.

SECURITY

The security features for the suite of MEDISOLV products have been developed using a layered approach. By using the Account Administrator, the System Administrator may grant user permissions at multiple levels:

- Application Login level: Users or User Groups can be given login permissions to the MEDISOLV applications. This is integrated with the Microsoft Windows account system such as Active Directory. The hospital may choose to have a user enter their windows account credentials each time they try to access the application or allow access if a user is already logged into a work station.
- Module level: The MEDISOLV application is comprised of several building blocks called modules, i.e., Census, Financial Clinical, etc. User and group access may be limited on a per module basis.
- Report level: The MEDISOLV applications contain a set of predefined Standard Reports and OLAP cubes. Access to these individual reports and cubes is also controlled at the user and group level.
- Data level: Depending on user permission levels, they may be blocked from seeing patient identifying information such as name or Social Security Number.

Standard reports are available in both RAPID and IndiGo to monitor user activity at the patient and individual report level.

SYSTEM MAINTENANCE AND ADMINISTRATION

The RAPID and Indigo Administration module provides the System Administrator a platform to perform configuration and security tasks. The Administration Module was built with ease-of-use in mind. Results of tasks performed in this module are saved into a central repository for all user and configuration information. The System Administrator can create and maintain individual user accounts or user groups with simple point and click operations. The users and user groups may then be granted any combination of the security levels available within MEDISOLV applications. Once these definitions have been created, they need not be changed until the needs of the user or user group changes.

HARDWARE AND 3RD PARTY SOFTWARE REQUIREMENTS

Medisolv server configuration for the deployment of Encor (Electronic, Claims and/or Abstracted Measures) and the Dashboards (Indigo)

Three Server Setup		
 <u>Webserver</u> The web applications would be installed here	 <u>SQL DB Server</u> The SQL Server databases would be installed here	 <u>Mongo DB Server</u> The Mongo databases would be installed here

The Webserver

- Windows Server 2008 SP2 and above (64 bit recommended)
- IIS 7.0 or later
- .NET Framework 4.5
- 8GB of RAM
- Local Admin rights to the local server.
- Windows Resource Monitor



The SQL Database Server

- 20%-30% of MEDITECH Live DB disk storage in a RAID configuration
- Windows Server 2008 SP2 and above (64 bit recommended)
- Windows Resource Monitor
- SQL 2008 or SQL 2012 with the latest service packs (2012 recommended)
- .NET Framework 4.5
- SQL Sysadmin rights
- 16 GB of RAM
- Local Admin rights to the machine



The Mongo Database Server

- 1 Xeon Class Quad Core Processor
- 250GB of fixed disk storage in a RAID configuration
- Windows Server 2008 SP2 and above (64 bit recommended)
- Windows Resource Monitor

- Mongoddb 2.4.5
- .NET Framework 4.5
- 16 GB of RAM
- Local Admin rights to the machine

NOTE :

1. The web application can reside on a shared web server as long as we are given the required permissions
2. The client can choose to give us a single server virtualized to create a web / SQL and MongoDB server.

ADDITIONAL SERVER CONSIDERATIONS

The web application requires access to an SMTP server to email reports and diagnostic messages. This often requires an administrator to enable relay access on a corporate email server to accept messages from the web server machine.

The web application and OLAP cubes authenticate users against an Active Directory group and require access to the Active Directory. Placing the web server into the same domain as the users will greatly decrease administrative setup task time.

In the event Client utilizes a hosting option (i.e. Dell M Site), the Medisolv server must be co-located with the Data Repository server.

Client Specification

A client machine is operated by an end user of the Medisolv product. An end user will use Internet Explorer to access RAPID. A client machine has the following software requirements.

- Internet Explorer 9.0 or above. Medisolv strongly recommends that all clients run the latest version of IE for reliability and security.
- Microsoft Office 2003 Web Components *
- Microsoft Core XML Services (MSXML) 6.0*
- Microsoft Excel recommended but not required.
- SQL 2008 installation
 1. SQL Server 2008 Analysis Services 10.0 OLE DB Provider

Account and Access Requirements for Maintenance

- Provide Remote Access to Medisolv for Datamart Implementation, Datamart Verification, and Application Implementation.
- Setup VPN access to network.
- Set up Remote Desktop access to Web and Database server(s).

Accounts and Permissions

- Domain Account for Medisolv administrator
- Domain account for Medisolv client support
- Local Administrator rights to application server
- Create AD security Group for RAPID Users

DR Server

- Create SQL login for RAPID Application on DR server
- Assign db_ddladmin and db_reader permissions to login on the DR database (livedb)
- Create linked server to Medisolv database server
- Create index maintenance objects for clients running SQL 2008
- SQL Server and Windows authentication mode enabled

Medisolv Server

- Create SQL login for RAPID Application on Medisolv server
- Assign db_creator server role to login
- Assign db_ssisadmin role to msdb database
- Create linked server to DR database server

Third Party Software Requirements

- For Risk and Severity Adjusted Views and Cubes to operate properly, customer must have or purchase the 3-M APR-DRG application from 3-M Healthcare (Note: This only applies to countries that use ICD 9 codes and for countries where 3-M products are authorized to be sold)
- For all pre-defined views, cubes and indicators to work without customization Client must have the following MEDITECH modules or have an interface to submerged versions of these modules so that data is entered into the related tables in the MEDITECH Data Repository: GL, BAR, ABS, ADM, LAB, Pharmacy, HR and Data Repository

DOCUMENTATION

All Medisolv customers are provided with a standard set of soft copy manuals in PDF format and in the English Language. Documentation is updated when new function is provided or corrections are required in the appropriate applications. Included in each documentation packet:

- RAPID and IndiGo Admin Manual. This PDF formatted document provides useful information for system administrators.
- RAPID and IndiGo User's Manual. This PDF formatted document contains descriptions of functionality associated with the Medisolv applications.

MEDISOLV SERVICES

This section outlines the standard Medisolv implementation processes and services. The final section provides a list of additional services that are offered by Medisolv to complement the substantial standard content.

Installation Deliverables/Services

The following items and services are provided to sites during the installation of RAPID and IndiGo:

- Setup of Server Software
- Data population of the Medisolv databases
- Administrator Training — RAPID and IndiGo
- Applications Training — RAPID and IndiGo
- Provide the following Documentation/Tools
- Medisolv Project Plan
- Medisolv Installation & Support Manual
- RAPID and IndiGo Questionnaire & System Settings
- RAPID and IndiGo User Manual
- RAPID and IndiGo Administrator Manual
- Training Agendas and Overviews
- Project Manager Checklist

Implementation Team

Medisolv provides an implementation team to guide and support a successful implementation. This team consists of Project Management, Technical Engineers and an Implementation Manager experienced in system configuration and training. For each unique implementation Medisolv will require minimal assistance from Client to ensure the success of the installation project. In addition to a single corporate point of contact that will serve as the Client project manager, the following is a brief list of Client team roles that will need to be filled for deployment:

Type of Resource	Type of Activity	Approximate Time Commitment During Installation
Single point of contact for project planning	Administrative contact, site questionnaire coordination	Less than 5 hours per month
IS/IT services	Establish and maintain Connectivity (VPN, PC Anywhere, MEDITECH, e-mail alert)	8-10 hours at the start of installation plus ongoing assistance as required
Help Desk contact	For hardware and MEDITECH issues	Ongoing assistance as required
Departmental Specialists	Review existing Medisolv standard content and develop specifications for modifications of existing standard content or ad hoc content	Variable

High Level Schedule and Agenda

Our implementation project consists of the following five high-level phases each of which must be completed before the next phase can start.

- Discovery and Analysis
- Application Install
- Content Review and Data Validation
- User Verification and Training
- Transfer to Ongoing Customer Services

Tasks for each Project Phase are as follows:

Phase 1: Discovery and Analysis

- Develop a project plan for the installation with associated dates.
- Ensure that implementation plans rollout dates are confirmed and agreed upon by the appropriate facility and enterprise (regional and/or corporate), the Medisolv Account Manager and the Medisolv implementation Manager. Date changes requested by Client will be reviewed against the resource matrix.
- Establish roles and determine primary contact for the duration of the project
- Select individuals for the project and the initial kick-off meeting. Suggested titles include:
 - Director IS
 - Manager IS
 - Supervisor IS
 - Project Manager
 - Clinical Analyst
 - Financial Analyst
 - Network Administrator
- Obtain information about appropriate chain of command for decision support information distributed to corporate and the various facilities.
- Schedule the Kick-Off Meeting.
- Send initial information packet including Project Manager Checklist and all guide documents.
- Send notification to MEDITECH DR Group
- Schedule installation (Customer IT on-site and Medisolv Installation Engineer remote).

Phase 2: Application Install—Remote

- Set up communications links (VPN or dial in) for the Medisolv team.
- Define need for initial set of Ad hoc reports and non MEDITECH data sources. Establish data import routines for non MEDITECH data if any.
- Install updated application and Data Transfer Services.
- Set up automatic E-mail notifications.
- Individuals involved with the install should include:
 - Network Administrator (LAN and WAN)
 - MEDITECH Administrator

Phase 3: Content Review and Data Validation

- Validate Modules (Medisolv Consultant/Project Manager).
 - Census
 - Physician
 - Utilization Management and Case Mix
 - Clinical
 - Human Resources
 - Financial.
 - Demographics
 - GL and Departmental Statistics
 - Key Performance Indicators and Dashboards for IndiGo
- Individuals with the following titles are usually involved with the data validation process:
 - Clinical Analyst(s)
 - Financial Analyst(s)

Phase 4: Verification and Training

- Introduce overview of application and implementation.
- Explain the administrator's role during and after implementation.
- Provide the administrator guide.
- Conduct administrator training.
- Ensure that the administrator has contact information for the Implementation Team.
- Ensure the users are scheduled for training.
- Ensure that training materials were received.
- Ensure that the appropriate supplies are available, if applicable.
- Conduct end user training.
- Conduct the administration staff training.
- Review documentation manuals with trainees.
- The following individuals are recommended:
 - IS Clinical Analyst(s)
 - IS Financial Analyst(s)
 - Finance
 - Controller
 - Decision Support Analyst
 - Infection Control Practitioner
 - Lab Quality Manager

Phase 5: Transfer to Ongoing Customer Services

- Schedule weekly meeting with facility/enterprise to communicate progress and issues.
- Schedule the transition meeting to transfer Support to the appropriate Medisolv Customer Services Support area.
- Refer transition meeting documentation for procedural information.
- Refer to Medisolv Technical Support document for additional information about service levels and escalation procedures.
- Statement of Work completion week—final installation, training and certification of RAPID and IndiGo.
- The following individuals are usually involved in this phase:
 - System Administrator—set up RAPID and IndiGo user access.
 - Network Administrator—load/set up client software, observe nightly DTS run.
 - Trainer/Support Analyst—can be spread out between multiple IS staff members based upon specialty or area, i.e., financials, clinicals, HR, etc.

Training

Training takes place in conjunction with Go-Live. The following pre-requisites must be in place in order for training to commence:

- Hospital connectivity setup
- Medisolv server software loaded
- Data interfaces in place and Datamarts populated
- Data updates tested and functional
- Medisolv data validation

Application Training is accomplished in 3 distinct phases.

- Administrator Training
- Core Group Training
- Trainer the Trainer training

Note: Medisolv will deliver standard training sessions in English Language only. Training will be conducted from a single site designated by customer. While room size and equipment in these training centers may further limit the size of a class, Medisolv will offer training to up to 12 students in any one standard training session. Client will be responsible for providing these training facilities along with computers that are connected to their newly acquired Medisolv applications.

Training Outlines/Resources

The following summary is an overview of the standard training provided. It also denotes the attendees and resource requirements for each training session. Detailed region specific tailored agendas will be provided prior to on-site training.

RAPID & IndiGo: System Administration (1 Hours Online)

To facilitate preparation for onsite training, Medisolv conducts initial online training to system administrators.

AUDIENCE	IS Staff who will maintain Rapid/IndiGo user access. .
DESCRIPTION	This course prepares hospital IS staff to maintain the RAPID and IndiGo server and update user information. It includes information on using the features of Administration Module. Attendees should also attend the RAPID and IndiGo: Train the Trainer session.
LOCATION	Online Prior to On-Site Training
RESOURCES	MEDITECH Administrator DR/RAPID and IndiGo Administrator

RAPID & IndiGo: Initial Online Training (2 Hours Online)

AUDIENCE	A core group made up from representatives from IS, Financial and Clinical areas within the organization.
DESCRIPTION	This course introduces and prepares regional and hospital staff to enable them to explore RAPID and IndiGo prior to Onsite Training. It allows users to start to vet out any data issues so that Onsite Training can be more in depth. Attendees should also attend the RAPID and IndiGo: Train the Trainer session.
LOCATION	Online Prior to On-Site Training
RESOURCES	Information Services: Clinical & Financial Analyst Finance: Decision Support / Controller Clinical: Lab, Infection Control MEDITECH Administrator DR/RAPID and IndiGo Administrator

RAPID & IndiGo: Train the RAPID and IndiGo Trainers (2 Days)

AUDIENCE	Individuals responsible for training users of RAPID / IndiGo and system administrators. End-users may also attend. Up to a maximum of 12 attendees per training session.
DESCRIPTION	The Train the RAPID and IndiGo Trainer course teaches trainers and system administrator's optimal use of the system and to teach others the use of these applications as a decision support tool. The class presents an architectural and functional overview of RAPID and IndiGo. Students will become familiar with the practical application of each module used in running the business of a hospital. Detailed region specific tailored agendas will be developed with each client prior to on-site training.
LOCATION	On-site
RESOURCES	Clinical & Financial Analyst RAPID and IndiGo Administrator MEDITECH Administrator

Support

Transfer to support will not take place until install issues outlined in the hospital follow-up have been fixed or resolved. Upon successful completion of installation and set up, customers will begin reporting any discovered issues to the Medisolv help desk where they will be entered into the Medisolv Issue Tracking system. Thirty days from date of training the site will be transferred to support if all issues have been resolved. The following may be used to contact Medisolv for RAPID or IndiGo support.

- Help desk for reporting issues
- You may also email the help desk at support@medisolv.com
- Internet-based Self Service Issue Tracking System on the Medisolv Web Site. Requires Login and password for access to Customer restricted section of the site.
- Site Operational/Automated Utilities including E-mail notification of system errors to Medisolv engineers.

Support Team

Members of the Medisolv support team resolve, support, update and enhance the Medisolv system after installation is completed. This team includes Project Managers, Senior Engineers and QA/Support management.

System Updates

As part of the maintenance agreement Medisolv will provide system fixes and the latest enhancements. The update process will incorporate the following tasks:

- Update notification form— Medisolv will alert a client whenever new updates are released and provide documentation on fixes and enhancements. The site will provide written or electronic approval and proposed dates for the update to be completed.
- Approval— Updates will be performed remotely by Medisolv personnel once approval has been confirmed.
- Completion— Customer site will be notified via phone and/or email once update is completed.
- Medisolv Data Server will be updated by Medisolv engineers.

Services not included in this Proposal

The following services are not included in the pricing quoted in this proposal. Add-on services are available at an additional cost on a time and materials basis:

- Datamart Server Moves
- RAPID and IndiGo Additional Training
- RAPID and IndiGo — Other Vendor (non-MEDITECH)
- RAPID and IndiGo — Other Vendor (non-MEDITECH) DR Conversions

APPENDIX A: MEDISOLV SOFTWARE LICENSE AGREEMENT

Software License Agreement

- outsourcing
- implementation
- integration
- consulting
- app development & maintenance



Software License Agreement

CLIENT NAME	Name	Lane Regional Medical Center			
CLIENT ADDRESS (PRINCIPAL PLACE OF BUSINESS)	Street	6300 Main Street			
	City	Zachary	State	LA	Zip 70791
	Phone	225-658-4000	Fax		Email
CLIENT BILLING INFORMATION	Name		Title		
	Street	6300 Main Street			
	City	Zachary	State	LA	Zip 70791
	Phone	Zachary	Fax		Email
PRINCIPAL MEDISOLV CONTACT:	Name	Zahid Butt	Title	CEO	
	Street	10420 Little Patuxent Pkwy, Suite 400			
	City	Columbia	State	MD	Zip 21044
	Phone	443 539-0505	Fax	443 539-0509	Email zbutt@medisolv.com



This Software License Agreement (the "Agreement") is entered into by and between **Lane Regional Medical Center** ("Client") and MEDISOLV, Inc. ("MEDISOLV") as of the effective date indicated below ("Effective Date"). By signing this Agreement, Client and MEDISOLV acknowledge that they have each read and agree to all the terms and conditions attached hereto. This Agreement includes the Medisolv Software License Agreement (Appendix A), Support Terms (Appendix B) and any other exhibits and attachments hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Each person signing below represents and warrants that they are duly authorized to bind their respective entities by their signature below.

Lane Regional Medical Center

MEDISOLV, Inc.

Acceptance:

Acceptance:

Signature

Signature

Printed Name

Zahid Butt, MD

Title

President & CEO

DATE

DATE



1. SOFTWARE LICENSE.

1.1 *Definitions.* Capitalized terms used in this Section 1 but not otherwise defined shall have the following meanings:

(a) *Documentation* means the system documentation and end-user documentation provided to Client along with the Licensed Software.

Executable Code means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

(b) *Third Party Product* means application software products provided by third party vendors, including operating system and application software to which the Licensed Software interfaces and which provides certain functionality essential to the operation of the Licensed Software.

(c) *Intellectual Property Rights* means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

(3) *Licensed Software* means the software listed in Appendix 1 hereto. Licensed Software may include Third Party Products that are licensed to MEDISOLV and sublicensed to Client hereunder. Licensed Software shall also include any fixes, patches, modifications, enhancements or upgrades to such software provided by MEDISOLV to Client.

1.2 *License Grant.* Subject to the terms and conditions of this Agreement (including Client's obligation to pay the License Fee set forth in Section 2 below), MEDISOLV grants to Client a non-exclusive, non-transferable, worldwide, license under all of MEDISOLV's worldwide Intellectual Property Rights to (i) use the Licensed Software (in Executable Code form only) solely for Client's internal business purposes and in accordance with the Documentation and (ii) use, reproduce, modify and adapt the Documentation solely in connection with the permitted uses of the Licensed Software. Client may use the number of copies of the Licensed Software set forth on Appendix A. Client may make additional copies of the Licensed Software solely for archival and backup purposes and in connection with Client's disaster recovery plan.

1.3 *Restrictions on Use.* The Licensed Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of MEDISOLV or third parties from whom MEDISOLV licenses Third Party Products that are included as part of the Licensed Software. Client acknowledges that the Licensed Software constitutes valuable trade secrets of MEDISOLV or third parties from whom MEDISOLV licenses Third Party Products that are included as part of the Licensed Software. Accordingly, Client agrees not to (i) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (ii) merge the Licensed Software with other software; (iii) sublicense, lease, rent, loan, or otherwise transfer the Licensed Software to any third party, (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software; (v) use the Licensed Software to provide services for third parties or

to otherwise operate a service bureau; or (vi) otherwise use or copy the Licensed Software except as expressly allowed hereunder. All rights in and to the Licensed Software not expressly granted to Client in this Agreement are reserved by MEDISOLV or third parties from whom MEDISOLV licenses Third Party Products that are included as part of the Licensed Software. Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of MEDISOLV or third party vendors on the Licensed Software or the Documentation.

1.4 *Third Party Products.* Client's use of the Third Party Products shall be governed by separate license agreements with the third party suppliers. Except to the extent Third Party Products are also Licensed Software under this Agreement, MEDISOLV does not support the Third Party Products and MEDISOLV makes no representations or warranties of any kind with respect to the Third Party Products. Any end user terms for Third Party Products that are also Licensed Software that are different from the terms of this Agreement are set forth in Appendix 1.

2. FEES AND PAYMENT. In consideration of the license granted in Section 1 above, and the Services provided to Client under this Agreement, Client will pay to MEDISOLV the license fees for the Licensed Software (the "License Fee") set forth in Appendix A. Client will also pay to MEDISOLV the support fees set forth in Appendix A (the "Support Fees"). The License Fee and Support Fees exclude all applicable sales, use and other taxes (other than taxes based on MEDISOLV's income), and Client will be responsible for payment of all such taxes arising from the payment of the fees or the delivery or license of the Licensed Software to Client. Medisolv will waive all applicable taxes for Clients with Not for Profit status. Unless otherwise provided in Appendix A, all payments shall be made within thirty (30) days of the invoice date on MEDISOLV's monthly invoice. Any portion of the License Fee that is not paid when due will accrue interest at twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In addition, Client agrees to pay and indemnify MEDISOLV for any costs, including legal and other collection fees, incurred by MEDISOLV in the course of collecting past due amounts through any third party collection services retained by MEDISOLV to collect unpaid, past due amounts under this Agreement.

3. IMPLEMENTATION OF LICENSED SOFTWARE; SUPPORT SERVICES. Implementation, including terms of acceptance, of the Licensed Software shall be subject to the fees and terms set forth in a separate services agreement or letter of engagement between MEDISOLV and Client. Support services for the Licensed Software are available from MEDISOLV and, if procured by Client, shall be subject to the fees set forth in Appendix A to the Medisolv Software License Agreement and service terms set forth in Appendix B to the Agreement. Support services shall commence upon initial installation of the Licensed Software by Client.



4. WARRANTIES.

4.1 Warranty of Title. MEDISOLV warrants that it owns and/or has the right to license the Licensed Software. MEDISOLV will not grant any rights or licenses to any intellectual property or technology that would conflict with MEDISOLV's obligations under this Agreement.

4.2 Disclaimer of Warranties. The express warranties in this Section 4 are in lieu of all other warranties, express, implied or statutory, regarding the Delivered Intellectual Property, including any warranties of merchantability and fitness for a particular purpose. Client acknowledges that it has relied on no warranties other than the express warranties in this Agreement.

5. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

5.1 Express Warranty Against Intellectual Property Infringement. MEDISOLV warrants that Licensed Software will not infringe on any existing patent, copyright or trade secret of any third party. If any Delivered Intellectual Property contains matter proprietary to a third party, MEDISOLV shall obtain a license from the owner permitting the use by Client of such matter in accordance with the rights granted to Client hereunder.

5.2 Indemnification Against Liability for Infringement. MEDISOLV shall indemnify Client and any of Client's employees or agents against all liabilities, claims and legal costs (including reasonable attorney fees) arising from any claim or suit alleging that the Licensed Software infringes: (i) any copyright; (ii) the trade secret or trademark rights of any third party; or (iii) any patent existing on the date the Licensed Software in question is delivered to Client. Client shall promptly notify MEDISOLV in writing of any third party claim. No failure to so notify MEDISOLV shall relieve MEDISOLV of its obligations under this Agreement except to the extent that MEDISOLV can demonstrate damages attributable to such failure. MEDISOLV shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) Client shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) MEDISOLV shall obtain the prior written approval of Client before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against Client.

5.3 Limitations on Indemnification. MEDISOLV shall have no liability for, and shall not indemnify Client against, any infringement claim resulting from: (i) Client's modification of any Licensed Software; (ii) Client's combination of any Licensed Software with hardware, software or other intellectual property provided by anyone other than MEDISOLV; (iii) use of a superseded or altered release of some or all of the Licensed Software or any modification thereof furnished under this Agreement including, but not limited to, Client's failure to use corrections, fixes, or enhancements made available by MEDISOLV; or (iv) Client's use of any Licensed Software in any manner not expressly contemplated hereunder.

5.4 Repair or Replacement of Infringing Software. If a third-party infringement claim includes an

injunction prohibiting or otherwise prevents Client from continued use of the Licensed Software or portion thereof, MEDISOLV shall, at its sole election and expense: (i) procure for Client the right to continue to use the Licensed Software pursuant to this Agreement; (ii) replace or modify the Licensed Software to make it non-infringing while still complying with the terms of this Agreement; or (iii) if none of the above options is reasonably available, refund the License Fee associated with the infringing portion of the Licensed Software, minus depreciation based on a three-year useful life.

5.5 Applicability to Third Party Products. Notwithstanding the foregoing provisions, intellectual property warranties, indemnification and replacement provisions for Third Party Products that are also Licensed Software shall be limited solely to intellectual property warranties, indemnification and replacement provisions that MEDISOLV receives from the vendors or suppliers of such Third Party Products, which terms are set forth in Appendix A to this Agreement. If no such terms are set forth in Appendix A, the foregoing provisions shall apply.

5.6 Except to the extent Third Party Products are also Licensed Software under this Agreement, MEDISOLV makes no representations or warranties and provides no indemnification or replacement covenants of any kind with respect to Third Party Products.

5.7 Sections 5.1 through 5.6 state MEDISOLV's AND ITS SUPPLIERS' entire liability and CLIENT's exclusive remedy for claims of infringement of intellectual property rights.

6. Limitation on Liability. In no event shall either party be liable to the other party for LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, even if such party has been advised of the possibility of such damages. MEDISOLV shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand: (1) relates to copyright, patent, trade secret or other proprietary rights, and then only as provided in Section 5 above; or (2) is a claim or demand for personal injury, to the extent such claim or demand arises from the negligence or intentional wrongful misconduct of MEDISOLV or MEDISOLV's employees. EXCEPT FOR A CLAIM FOR INDEMNIFICATION UNDER SECTION 5, MEDISOLV'S TOTAL LIABILITY TO CLIENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL DOLLAR AMOUNTS PAID OR PAYABLE TO MEDISOLV UNDER THIS AGREEMENT.

7. TERM AND TERMINATION. Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice of such breach is sent to the other party. The rights and obligations under Sections 5 and 9 along with Client's obligation to pay any earned but unpaid License Fee or Support Fees hereunder, shall



continue to bind the parties after termination of the Agreement.

8. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, not to be unreasonably withheld. Either party may assign this Agreement to any entity controlling, controlled by or under common control with that party, or to any successor to such party by reason of acquisition, merger or reorganization; however, such assignment shall not relieve the assigning party of any obligation or liability hereunder.

9. GENERAL PROVISIONS.

9.1 Complete Agreement. This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence. Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if

they are in writing and are signed by authorized representatives of both parties.

9.2 Waiver and Severability. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

9.3 Applicable Law. The laws of the State of Maryland, without respect to its rules on conflicts of laws, shall govern any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification thereof.

9.4 Notices. Notices hereunder shall be deemed effective at the following times when sent in writing to the address set forth above each party's respective signature: (i) one business day after being sent by Federal Express or other nationally recognized overnight delivery services, with fees prepaid, for next day delivery, or (ii) upon receipt if sent by any other means.



Appendix A: Licensed Software and Payment Terms

The following software is licensed under this Agreement with standard implementation fees:

Description	Hospitals	Beds	List Price License Fees	Discounted License Fees	Discounted Annual Maintenance
Perpetual License for RAPID and IndiGo 7.7 or Newer (Multi-Product Discount 30%)	Lane Regional Medical Center	130	\$ 60,000	\$ 42,000	\$ 9,000*
Subscriber License & Services	Hospitals	No. Measure Sets	Number of Reporting Entities	One Time Fees	Recurring Annual Service Fees
ENCOR 5.0 or newer Abstracted Measure Implementation & Training. Plus ORYX/Q-Net Submission Services for the Below:	Lane Regional Medical Center		1	\$ 10,000	
ENCOR Inpatient Measures @ \$3,000/yr each AMI, HF, PNE, SCIP, ED Throughput, Immunizations, Stroke, VTE	Lane Regional Medical Center	8	1		\$ 24,000**
ENCOR Hospital Outpatient Measures @ \$1,250/yr each AMI, CP, Surgery, ED, Stroke, Pain Management	Lane Regional Medical Center	6	1		\$ 7,500**
ENCOR Inpatient Measures @ \$1,500/yr each (Aggregate Data) PC-01	Lane Regional Medical Center	1	1		\$ 1,500**
ENCOR+ Add On Configuration Implementation for Stage I Meaningful Use Clinical Quality Measures Only on a Complete DR	Lane Regional Medical Center		1	\$ 18,500	
ENCOR+ Clinical Quality Measure Support and Submission Services Fees for Subscribed Measures @ \$500/Measure /Hospital/Year	Lane Regional Medical Center	16	1		\$ 8,000
ENCOR+ Meaningful Use HIT Utilization/ Functional Measures (Core & Menu Set)*	Lane Regional Medical Center				\$ 4,000



Services	Description	QTY	Per Unit Fee	One-time Fees	Annual Recurring
Adhoc Report and Indicator Development Fees (Limited time Special)	Free Customization Services to be used to develop MS Reporting Services reports or Advanced Indicator Builder Indicators. These hours must be used within 12 months of installation.	100	\$ 180-250	\$0	
Standard Installation Fees	Fees cover standard installation, implementation and training.	1		\$ 10,000	
Total Proposed Products & Services:				\$ 80,500	\$ 54,000

(All Prices quoted are in US Dollars. Client will also be charged for travel plus living expenses and any applicable duties or taxes. Prices quoted are valid for 90 days.)

***Medisolv agrees to waive the first year of RAPID Maintenance.**

****Medisolv agrees to reduce the first year of Encor (Core Measure) Support and Submission by 50%**

Extraction of Functional Measure data is dependent on proper implementation of the MEDITECH Best Practices.

Payment Terms

MEDISOLV will invoice Client for 50% of the total License, One Time and Standard Installation fees upon effective date; 40% upon installation of the Licensed Software and 10% upon Client acceptance. Client acceptance shall be deemed to have occurred upon the earlier of completion of training or 30 days after software is installed and functional unless otherwise agreed to in writing. Free blocks of hours must be used within 12 months of installation or they will be forfeited. Any client purchased advanced purchase blocks of hours of services must be used within 18 months of purchase, beyond which MEDISOLV may, at its sole discretion, prorate and reduce the balance of hours annually to reflect the then-current rate for a similar block of hours. MEDISOLV will invoice for all custom programming, related travel and living expenses upon performance. All fees are payable in accordance with Paragraph 2 of the Medisolv Software License Agreement.



Support Fees and Terms

The total Support Fees for support services to be provided under the terms of Appendix B of this Agreement are quoted in Appendix A to this Agreement above and are due after Client acceptance. Client acceptance shall be deemed to have occurred upon the earlier of completion of training or 30 days after software is installed and functional unless otherwise agreed to in writing. Support fees cover support of standard MEDISOLV products and content only and exclude maintenance of any Client or Medisolv developed custom indicators or reports

Annual recurring service fees for ENCOR include subscriber license fees, customer technical support and fees for MEDISOLV to submit Quality and Core Measure Data to the Centers for Medicare and Medicaid Services and/or The Joint Commission on Client's behalf only for hospitals and licensed Measure Sets specifically referenced in Appendix A of this Agreement. Client agrees to notify CMS and/or The Joint Commission that it has terminated services with any existing core measure services provider and designate MEDISOLV as its new vendor. Client will require its existing service provider to complete all corrections prior to a date to be coordinated with MEDISOLV within 30 days of the effective date of this Agreement. Client will commence its use of ENCOR at the start of the identified quarter for all subscribed measures and will not be permitted to split the period between two vendors. Annual support services for ENCOR will commence upon the start of the first quarter to be abstracted and submitted via MEDISOLV and this date shall be the renewal date. MEDISOLV will provide Core Measure Submission services for an initial period of two (2) years from the start of the first quarter of submission and this Agreement will renew annually for an additional 12 month term thereafter unless otherwise notified in writing at least 30 days prior to the renewal date. In the event Client requests that MEDISOLV resubmit measure sets for any period for reasons other than an error by MEDISOLV, Client agrees to reimburse MEDISOLV for pass through fees from CMS and or Joint Commission (currently \$50 for each measure set being resubmitted on each occurrence of a resubmission for any specific period) and to pay MEDISOLV a \$500 administrative fee for each resubmission without regard to how many measure sets are to be resubmitted.

Prior to the commencement of each annual renewal period, MEDISOLV shall be entitled to increase Support Fees not to exceed the US Consumer Price Index for All Urban Areas and All Products (CPI-U) and shall provide Client with written notice of such fee increase (which written notice may be in the form of an invoice from MEDISOLV for support services for the renewal period).

Any work performed by the MEDISOLV support organization as part of Work orders referenced in Section 4.2 of Appendix B to this Agreement will be billed on a time and materials basis, at MEDISOLV's standard rates for such services. The current rates range between \$ 180-250/ hr. based upon the experience of the resource involved. Medisolv shall get Client approval through work orders prior to commencement of such work. MEDISOLV will invoice Client monthly for all services performed on a time and materials basis on the same invoicing and payment terms set forth in Section 2 of the Agreement.



On-site time will be charged a minimum of eight (8) hours per service call plus travel expenses, to be reasonable and within Medisolv's current travel policy guidelines.

Services

Prior to performance of additional technical or consulting services by MEDISOLV, Client will be required to execute separate work orders authorizing such services. Each work order will estimate the hours needed and technical expertise/rates of consultants involved.

APPENDIX B: SUPPORT AGREEMENT

- outsourcing
- implementation
- interaction
- consulting
- app development & maintenance



1. GENERAL SUPPORT SERVICES DESCRIPTION

Support Services shall be provided for Clients solely as set forth in this Agreement. Support Services include a three tier support process as follows:

1.1 Tier 1 Support. The Client shall be responsible for providing its own "Tier 1 Support." Three Authorized Users shall be designated by the Client as the internal support for the MEDISOLV Products ("Help Desk Contacts"). Help Desk Contacts may contact the Tier 2 Support Team (as defined below) to escalate issues. Help Desk Contacts will receive training on the MEDISOLV Products as part of the Support Services (see description in Section 2 below). Changes in Help Desk Contact personnel will be promptly communicated in writing to MEDISOLV.

1.2 Tier 2 Support. "Tier 2 Support" will be provided by MEDISOLV's designated technical support team ("Tier 2 Support Team") and shall apply after Tier 1 Support has had the opportunity to resolve the pending issue.

(a) Communication Methods. Tier 2 Support issues shall be reported to the Tier 2 Support Team by the designated Help Desk Contacts and shall be communicated by email, telephone or via the designated MEDISOLV website.

(b) Availability. The Tier 2 Support Team will be available during Normal Business Hours. For purposes of this Agreement, "Normal Business Hours" shall mean Monday through Friday (excluding holidays), 8:00 am to 8:00 p.m. Eastern Time.

1.3 Tier 3 Support. "Tier 3 Support" will be provided by MEDISOLV's designated technical support team ("Tier 3 Support Team") and shall apply after Tier 1 Support and Tier 2 Support have had the opportunity to resolve the pending issue.

(a) Communication Methods. All Tier 3 Support issues shall be initiated by a Tier 2 Support Team member.

Escalation to Tier 3 Support and Applicable Response Times. The following escalation procedures shall apply to all Tier 3 Support issues:

(i) For change/new feature requests, the Tier 3 Support Team will log in such request for consideration in the next major release of the MEDISOLV Products.

(ii) For Tier 3 Support issues that do not stop the Client from using the MEDISOLV Products, the Tier 3 Support Team will record the issue and the Tier 3 Support Team will act as a resource for the Tier 2 Support Team until resolution is accomplished.

(iii) For issues that do stop the Client from using the MEDISOLV Products, the Tier 3 Support Team will record the issue, and such issue will obtain "priority" status.

2 TRAINING DESCRIPTION.

MEDISOLV shall provide the following training as part of the Support Services.

Training will be held by MEDISOLV in accordance with MEDISOLV's current training policies and guidelines in order to educate the Administrators and Trainers on the MEDISOLV Products and typical support issues. Client shall pay for all travel, lodging and other related expenses for the onsite training.

3. TIMELY PAYMENT.

Clients acknowledge that MEDISOLV may, in its sole discretion, suspend or terminate the Support Services due to Client's failure to pay any fees due and owing to MEDISOLV for Support Services (unless Client reasonably disputes the fees then owing), or due to Client's breach of any material term of its license agreement with MEDISOLV. MEDISOLV shall have no obligation to refund any Support Fees already paid by a Client if such Client breaches any material term of the Agreement.

4. TERMS OF SUPPORT

4.1 MEDISOLV shall provide support for the MEDISOLV Products on the Client's hardware; provided that, the MEDISOLV Products have been properly installed in accordance with the Product Documentation provided by MEDISOLV. MEDISOLV shall also provide Maintenance Releases and Upgrade Releases for the MEDISOLV Products along with updated Product Documentation, as appropriate. The following is relevant to the Support Services:

(a) Maintenance Releases consists of multiple patches and includes minor enhancements and/or Error corrections to the Software (i.e. 1.1).

(b) Upgrade Releases may consist of Maintenance Releases, or minor enhancements and are based on subsequent versions of the MEDISOLV Products when and if generally available to MEDISOLV Clients, but excludes major new functionality released in subsequent versions, and excludes new modules, utilities, or other add-on software products.

(c) Error means any failure of the MEDISOLV Products to conform in any material respect to the then current functional specifications for the MEDISOLV Products. However, any nonconformity resulting from an Client's misuse, improper use, alteration, or damage of the MEDISOLV Products, or the Client's combining or merging of the MEDISOLV Products with any hardware or other software not supplied or identified as compatible by MEDISOLV, will not be considered an Error.

(d) Current versions are the most recently released versions of the MEDISOLV Products.

(e) Supported Versions are subject to all the services described in this Agreement for a period of 24 months after they are released. Supported Versions are at least one release away from the current version of the Software.

(f) Sunset Versions are not subject to all the services described in these Support Services terms and are considered as no longer supported. Technical support for Sunset Versions can be extended on either a 1 or 2 year



basis. For a one year extension, support can be obtained for a fee of 8% above standard support fee. For a two year extension, support can be obtained for a fee of 10% above standard support fee.

4.2 Through a separate Work Order, Client can request services or software provided by MEDISOLV, which services or software are outside the scope of the Agreement or not included in the Support Fees. These services or software will be provided at MEDISOLV's sole discretion and include:

(a) End-user training either on-site or at MEDISOLV's training facility not included in the Support Services.

(b) Custom programming for Ad hoc reports used in the product.

(c) Support services requested beyond the support hours as described in these Support Services terms.

4.3 MEDISOLV reserves the right to immediately terminate Support Services if any of the following occur:

(a) The MEDISOLV Products are not used in accordance with the Product Documentation.

(b) The MEDISOLV Products have been subject to any alteration or modification made by Client or a third party that is not authorized by MEDISOLV or not in accordance with any written configuration instructions provided by MEDISOLV.

(c) Changes made by the Client or a third party to the hardware and/or MEDISOLV Products in its operating environment that are not supported by the MEDISOLV Products as outlined in the functional specifications for the MEDISOLV Products.

(d) Client's misuse or damage of MEDISOLV Products, or Client's combination or merging of the Software with any hardware or software not supplied or identified as compatible by MEDISOLV.

(e) Help Desk Contacts have not been trained on the functionality and the system administration services necessary to operate the MEDISOLV Products.

(f) The MEDISOLV Products version operated by the Client and requiring support is no longer a Current Version or Supported Version.

4.4 Support Services to be provided by MEDISOLV do not include:

(a) repair, replacement, correction or adjustment of any malfunction caused by: (i) failure to perform normal preventative maintenance in accordance with the recommendations of MEDISOLV as provided with the MEDISOLV Products or in the Product Documentation; (ii) modification or repair of the MEDISOLV Products by anyone other than MEDISOLV or a party authorized by MEDISOLV; (iii) accident, catastrophe, abuse, misuse or user error; or (iv) failure to maintain a computing environment in accordance with MEDISOLV's specifications provided with the MEDISOLV Products or in the Product Documentation;

(b) new products, versions, options or applications for which MEDISOLV establishes a separate license fee;

(c) any expendable items, such as tape cartridges, magnetic media, and similar items or supplies;

(d) System administration services including: (i) network and hardware maintenance; (ii) database administration; or (iii) Windows NT, Windows 2000 and Unix System Administration;

(e) any professional services, including, without limitation, software design, development, installation, implementation, or consulting services, with the exception of any on-site services required to meet MEDISOLV's maintenance obligations. Work performed by MEDISOLV at the Client's request reporting a repair, replacement, correction or adjustment of any malfunction that is found to be caused by software, hardware or services that were not provided by MEDISOLV may be charged to the Client at MEDISOLV's then current billable rates for professional services;

(f) Any Errors associated with software components of third party products supported as part of the Support Services will be subject to that third party's maintenance and release schedules and terms. If the third party no longer provides technical support for the third party products, MEDISOLV shall have no obligations to provide technical support for such de-supported third party products (other than any call support that MEDISOLV may be able to provide in connection with its support of the MEDISOLV Products).

5. REINSTATEMENT OF SUPPORT.

In the event that a Client's support and maintenance services lapse for any reason, the Client shall pay a fee ("Reinstatement Fee") for reinstatement of the services provided under this Agreement. Additionally, in order to reinstate Support Services, Licensee must first migrate its MEDISOLV Products licenses to the then currently available MEDISOLV Products version. The Reinstatement Fee shall be defined as the total Support Fee, calculated at a rate of twenty percent (20%) of the license fees for MEDISOLV Products, per annum, for the period commencing on the date that support and maintenance services lapsed and ending on the date of reinstatement of Support Services. In addition to the Reinstatement Fee, Client shall pay MEDISOLV the Support Fees for a twelve (12) month support and maintenance period, commencing on the date of reinstatement of Support Services, at MEDISOLV's then-current Support Fees.

6. LIMITED WARRANTY

During the term of this Agreement, MEDISOLV warrants that it will perform the services in a professional manner conforming to generally accepted industry and practices and standards. IN THE EVENT SERVICES ARE NOT PERFORMED AS WARRANTED IN THIS SECTION 5, MEDISOLV WILL HAVE A REASONABLE OPPORTUNITY TO CURE THE NON-CONFORMITY UPON WRITTEN NOTICE FROM THE CLIENT. IN THE EVENT MEDISOLV IS UNABLE TO CURE THE NON-CONFORMITY, THE CLIENT MAY TERMINATE THIS AGREEMENT AND THE CLIENT'S EXCLUSIVE REMEDY AND MEDISOLV'S SOLE



LIABILITY SHALL BE THE RETURN OF FEES FOR THE SERVICES THAT MEDISOLV FAILED TO PERFORM AS WARRANTED. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY MEDISOLV FOR THE SUPPORT SERVICES. MEDISOLV DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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