

MIPS in MINUTES SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between American Health IT LLC, a Florida corporation with its principal office located at 950 South Tamiami Trail, Suite 204, Sarasota, FL 34236 ("AmHiTech"), and Client.

1. DESCRIPTION OF WORK – MIPS 2018 PROGRAM YEAR:

A. Responsibilities of Client:

- a. If required by law, provide access to charge, provider, and relevant patient visit and clinical data to AmHiTech for reporting period 1/1/2018 through 12/31/2018

B. Responsibilities of AmHiTech:

- a. Submit MIPS data to CMS in the required format prior to the submission deadline, currently set as March 31, 2019
- b. Assist Client in accessing and interpreting CMS MIPS feedback reports when available, currently set as September 30, 2019
- c. Upon request and at the end of the reporting year provide to Client all data used in a format client requests for the analysis and submission of MIPS data at no additional cost

2. BUSINESS ASSOCIATE PROVISIONS:

A. AmHiTech acknowledges that, as a service provider to Client, it is a “business associate” within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy rules issued thereunder, 45 C.F.R. §§ 164.101, et seq. (the “HIPAA Privacy Rule”). Accordingly:

B. To the extent that AmHiTech may obtain protected health information as defined in the Privacy Rule Covered Entity (“PHI”) in the course of its duties for Client, AmHiTech agrees: (i) to maintain the level of security and privacy with respect to the PHI as required under the HIPAA Privacy Rule; and (ii) to comply with any security or privacy requirements for the PHI that may be imposed pursuant to the Health Insurance Portability and Accountability Act or other applicable laws or regulations.

C. AmHiTech may use PHI: (i) as necessary for the proper management and administration of Client’s business; or (ii) to carry out Client’s legal responsibilities; provided, however, that any such use that involves the disclosure of PHI to third parties shall be carried out in accordance with the specific requirements of this Agreement.

D. Uses and disclosures: Except as specifically authorized in writing by Client or as provided in Section 2C, or as required by law, AmHiTech will maintain the confidentiality of all PHI in accordance with the provisions of this Agreement and of the HIPAA Privacy Rule. AmHiTech hereby agrees that it:

- a. will not further disclose the PHI;
- b. will use appropriate safeguards to keep the PHI confidential;

- c. will report to the Client's HIPAA Privacy Officer any inappropriate disclosure of the PHI of which AmHiTech becomes aware;
- d. will ensure that AmHiTech agents or subcontractors (including any person to whom PHI may be disclosed hereunder) also agree to the same restrictions that are contained in this Agreement;
- e. will cooperate with the Client in making the PHI available to the individual upon written request made to Client;
- f. will allow and incorporate amendments to the PHI as directed by Client;
- g. will cooperate with Client in Client's making available to the individual an accounting of any disclosures of the PHI;
- h. will make AmHiTech internal practices and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining AmHiTech compliance with the requirements of this Agreement and of the HIPAA Privacy Rule; and
- i. upon termination of the Agreement, will return or destroy all PHI, or keep the protection of the PHI in place for such period as AmHiTech retains the PHI.

3. WARRANTY; LIMITATIONS OF LIABILITY:

A. Consulting Services. AmHiTech warrants that the Work to be provided herein by AmHiTech or its agents or employees will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, AmHiTech MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK OR OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AmHiTech's liability with respect to Work and services provided hereunder is limited to the total charge for the Work provided herein.

B. Limitation of Liability. IN NO EVENT SHALL AMHITECH BE LIABLE UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS OR COMPUTER HARDWARE MALFUNCTION, EVEN IF AMHITECH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

End of Agreement