

### Features

At present, the functionality of FlexMedical's patient portal includes the basic minimum amount of information required by CMS in order to attest for the available CMS EHR Incentives. This portal will allow the practice to generate user names and password for its patients so that the patients may use an internet connection to securely access the following active information and functionality:

- Medications
- Problems
- Allergies
- Lab Results
- Downloadable CCR of the information listed above
- Patient Messaging

\*All providers at each client site are subject to the portal activation & monthly fees

# Pricing

- One time set-up fee of \$100 per provider
- \$75 per month per provider

# Sign-On Process

- No long term contract is required
- Portal will be activated for each client site within 30 days of the receipt of the completed sign-on document along with the upfront set-up fee and the first month's portal fees
- Portal fees will be billed along with monthly software support going forward

Name of Practice:
Address:
City, State, Zip:
Phone: Number of providers:
Yes, please enroll our practice in FlexMedical's Online Patient Portal Service
Printed Name of person authorizing addition of the service:
Signature of person authorizing addition of the service:

#### Date: \_\_\_

#### WARRANTIES: PATIENT PORTAL

- a. OCERIS, Inc. will maintain the confidentiality of information regarding any physician or patient record.
- b. OCERIS, Inc. warrants that it either owns or has the right to license the Services hereunder. OCERIS, Inc. warrants that the Services provided hereunder will be performed in a competent and workmanlike manner which meets or exceeds industry standards. OCERIS, Inc. guaranties the integrity of data at Client's location as long as any 3<sup>rd</sup> party has not modified the installed application.
- c. OCERIS, Inc. represents and warrants that OCERIS, Inc. will update Products as necessary to ensure that such product complies with the most current federal or state requirements.
- d. Other than as expressly set forth above, OCERIS, Inc. does not make any express or implied warranties, condition, or representations to client of its affiliates or any other party with respect to the applications, services, or any products, documentation, or any other services or works of authorship provided hereunder, or otherwise regarding this agreement, any implied warranty or condition of merchantability, or fitness for a particular purpose, are expressly excluded or disclaimed.
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- f. If Client considers litigation as recourse for dispute resolution, Client will be responsible for its own legal fees and expenses.
- g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Client and authorized users acknowledge that the Software is not intended as substitute for professional medical judgment and OCERIS, Inc. shall have no indemnification obligations related to any failure to exercise such professional judgment. In the event the software or any report or information generated by the software is used in connection with any diagnosis or treatment by you and/or any of the Client's employees, agents, or representatives, and the like, Client agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage, and/or loss.
- h. During the term of the agreement and one year after the termination of this agreement, the client agrees not to offer employment to or to hire any OCERIS, Inc. employee without the express written permission of OCERIS, Inc.