



ELECTRONIC HEALTH RECORDS (EHR 24/7™) USER AGREEMENT

This Agreement is made by and between _____
_____ (“User”),
and Office Ally, LLC (“Office Ally”).

RECITALS

WHEREAS, User and Office Ally have entered into an Agreement with a separate *Enrollment Form/Authorization Sheet* for services including the storage and maintenance of Protected Health Information generated by User (collectively, the “Service Agreements”); and

WHEREAS, User desires Office Ally to incorporate third-party medical reports ordered by and/or provided to User into patient medical records maintained by Office Ally for User under the Service Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. INCORPORATION OF SERVICE AGREEMENTS

The terms and conditions of the Service Agreements are hereby incorporated into this Agreement. All terms and definitions therein shall have the same meaning in this Agreement, unless otherwise provided herein.

2. AUTHORIZATION TO INCORPORATE MEDICAL REPORTS

User hereby authorizes Office Ally to incorporate Medical Reports related to a patient of User into such patient’s medical records maintained by Office Ally on behalf of User under the Service Agreements. For purposes of this Agreement, “Medical Reports” shall mean any reports generated by outside consultants of User engaged to perform medical or medical related testing or examination on or of such patient, and provided by User to Office Ally. In performing such service, Office Ally shall protect and preserve the confidentiality of such Medical Reports and any other Protected Health Information (“PHI”) received by Office Ally in conjunction therewith as is more specifically provided for in the Service Agreements, and subject to the terms and conditions thereof.

3. FEE FOR SERVICES

For the rendering of the services provided for herein, User shall pay Office Ally fees of \$29.95* per month, per provider (including nurse practitioners & physician assistants). All fees are due in advance of the first full month of service. Once Office Ally receives this Agreement the User will be sent an invoice for the first full month’s fee of \$29.95* per month, per provider (including nurse practitioners & physician assistants). All fees are due and payable before the 1st day of the first full month of service. See *Customer Authorization Recurring Auto Payment Form* for automatic payments to avoid disruption of service. No refunds will be issued for mid-month cancellations or advance payments. Account disruption due to non-payment is not to be considered the cancellation of EHR 24/7 and is independent of the following cancellation of services policy.

4. CANCELLATION OF SERVICES

If User wishes to cancel this service it must complete the product cancellation form. Upon request to cancel Office Ally will send the product cancellation form to User. User shall not consider the cancellation complete until the time that it has received an email confirmation to the email address on the account. Cancellation can only be requested by the Office Ally account owner. Additionally, User acknowledges that any unpaid account balance must be paid

prior to Office Ally processing the cancellation request and said unpaid balance may delay the processing of the cancellation. Upon User’s request Office Ally will create a copy of all medical records contained in User’s account and provide User with a CD containing all data. Office Ally will charge User a one-time fee of \$39.95* to extract the data. User may elect to extract the data itself at no cost.

5. EHR 24/7 SYSTEM REQUIREMENTS

Windows

- Windows 7, Windows Vista, or Windows XP with Internet Explorer 8.0 or above
- Microsoft Internet Explorer version 8.0 or above with 128-bit encryption

Mac

- MAC OS X with Safari 6.0 or above
- Safari 6.0 or above with 128-bit encryption
- iPad

Internet connection

- High-speed internet connection via DSL, cable modem, or T1 line
- Bandwidth to support the number of users in your office accessing the internet simultaneously

6. EHR 24/7 SECURITY REQUIREMENTS

User designates Office Ally to manage security controls using industry standards and HIPAA best practices to include but not limited to: unique user ids, password complexity, minimum password length, limiting password reuse, lock-out parameters, banner notification and password expiration notice.

INWITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the User shall affix their signature hereto.

User

Name (President/CEO/Owner of Entity who owns the Office Ally Account)

Signature (President/CEO/Owner of Entity who owns the Office Ally Account)

Title

Practice/Facility Name

Contact Name / Phone Number

Office Ally Representative

Username (If you are a current Office Ally user)**

ACTIVATION DATE: ____/____/____

The date entered above is the date your EHR 24/7 account will be activated, and the date you will start being billed for the service. If left blank it will default to the date this agreement is received.

*Rates /Terms are subject to change.

**If you are not a current Office Ally user you must complete the enrollment process.

Please fax completed User Agreement to (360) 314-2184. For questions call (360) 975-7000 opt. 3.