

May 20, 2016

Mitchell & McCormick, Inc. dba Harris Public Health Solutions, with headquarters at 2165 W Park Court, Suite G, Stone Mountain, GA 30087, is the developer and owner of all rights to Visual HealthNet, an electronic health record. Visual HealthNet Version 14 is certified as a Complete Ambulatory EHR under the ONC-ACB certification program of the Office of the National Coordinator of Health Information Technology.

Visual HealthNet is licensed in one of two ways

- 1. A one-time license fee, accompanied by a monthly or annual fee for support, software maintenance, and access to Direct Messaging, Health Information Exchange, and e-prescribing features<sup>1</sup>.
- 2. Using a monthly subscription, with optional features for access to Direct Messaging, Health Information Exchange, and e-prescribing features<sup>1</sup>.

In addition to either 1 or 2 above, a one-time fee may be required to establish any of the following interfaces:

- a. Reporting to immunization registries
- b. Public health surveillance and transmission
- c. Ordering and receiving lab results

Mitchell and McCormick will notify Drummond Group of any and all future changes to the above disclosure language.

Mitchell and McCormick understands the following:

- 1. Drummond Group, as an ONC-ACB, is responsible for ensuring compliance and determining appropriate consequences if the above disclosure documentation is inaccurate
- Mitchell and McCormick will provide the Drummond Group with copies of or access to any
  websites, marketing materials, communication statements and assertions made by
  Mitchell and McCormick in regards to the ONC certification status of Visual HealthNet
  Version 14. Notification will be provided in a reasonable time to ensure the disclosure
  information is accurately disclosed.

I hereby attest that all above statements are true, as an authorized signing authority on behalf of my organization.

Mark T. Bennett Executive Vice-president May 20, 2016

<sup>&</sup>lt;sup>1</sup> See "Description and Limitations" that follows this correspondence.



## **Descriptions and Limitations**

## **Direct Messaging**

This functionality allows users to send and receive Direct-based messages to/from other users of certified health IT systems. Direct messages may include clinical data, notes, and other information, subject to the limitations noted.

Our Direct offerings support related Meaningful Use and ONC requirements for sending and receiving transitions of care summary documents. We also support a range of other messaging options.

Our Direct capabilities include bundled Health Internet Service Provider (HISP) services for facilitating message exchange. However, there are limitations and additional types of costs that may apply for these and other third-party HISPs. Base licensing and subscription fee includes up to 2 seats. Additional seats can be licensed under an additional subscription fee.

A connection fee will be charged to establish a connection to each third-party HISP with whom Harris Public Health Solutions currently has no relationship. The cost of establishing connections can be substantial and may exceed the annual licensing and subscription fee in some cases. All costs are passed on to the customer(s) who requests the connection.

Storage and archiving of Direct messages on Harris Public Health Solutions' hosted, HIPAA-compliant servers is included with the annual licensing and subscription fee at no additional charge. Most of our customers rely exclusively on this service. However, additional fees will apply should the customer wish to host or archive Direct messages and related content (e.g. attachments, metadata) on the customer's or a third party's server(s). Fees are based strictly on the time, materials, and other costs to us to accommodate customer's specific requirements.

Pursuant to our security policy, the Direct messaging capability is restricted and users will be unable to exchange messages with users of third-party HISPs with whom the developer or our HISP, Surescripts, does not have a trust agreement.

Should a provider wish to establish a new connection with a third-party HISP, provider must lodge a service request identifying the third-party party HISP along with contact information for the HISP. We will establish, maintain and support technology to manage the connection. Third-party HISPs must agree to our connection and trust agreement. We will make every effort in good faith to establish such connectivity within a reasonable time frame (no longer than 3 months). However, we do not warrant that we will be able to establish agreements and required connections with all third-party HISPs.

Messages archived on Harris Public Health Solutions hosted, HIPAA compliant, servers will be retrieved and furnished to the provider within 5 business days of a written request being received by Harris.

Storage and archiving of Direct messages on our hosted, HIPAA-compliant servers is included with the annual licensing and subscription fee at no additional charge. Most of our customers rely exclusively on this service. We will make every effort to accommodate customer's additional needs or specific requirements, if any. Customers with special hosting or archiving needs should inquire about the availability of these services and should refer to the ""Additional Types of Costs or Fees"" that may apply.

## **Health Information Exchange**

This functionality allows the EHR to send and receive health care records with health information exchange (HIE) organizations for the purpose of sharing those records with providers that are currently or will in the future be providing care to a mutual patient. The content of this record may vary from one HIE to the next, but commonly includes patient demographics, problem list, medication list, medication allergy list, lab orders, lab results, and notes. Our HIE offerings support related Meaningful Use and ONC goals. We also support a range of other messaging options.



The HIEs supported by Harris Public Health Solutions changes often. There are limitations and additional types of costs that may apply for these and other HIEs. A connection fee will be charged to establish a connection to each HIE with whom Harris Public Health Solutions currently has no relationship. The cost of establishing connections can be substantial and may exceed the annual licensing and subscription fee in some cases. All costs are passed on to the customer(s) who requests the connection.

## **E-Prescribing**

Harris Public Health Solutions' e-prescribing solution is provided under agreement with Dr. First. There is a separate fee for each prescriber to use our e-prescribing functionality. No separate contract with Dr. First is necessary; you may add as many prescribers to the base agreement with Harris Public Health Solutions as is necessary to support your operations. E-prescribing users receive full access to the Dr. First prescribing system.