

**MatrixCare, Inc. Additional Terms and Conditions for
Packages/Modules**

Any Packages/Modules purchased by Customer/Client shall be treated as a service utilizing the System and the additional terms below shall apply.

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Additional Terms.

If Client purchases any subscription and/or services on the Order, the following additional terms shall apply:

1. For existing Clients all Fees outlined under this Order will be invoiced using Client's existing invoice frequency and payment method on file with MC. New Clients must complete the Billing Information and Payment Options page.
2. Contracted services based on usage will be billed monthly at MC's then-current rates, on services performed in the prior month.
3. MC includes the ability to fax documents into and out of System. Faxing out of the System is available at no additional fees.
4. All Professional Services contracted under this Order must be completed within six (6) months of the Client's final care setting Go-Live date. Additional Professional Services will result in additional Professional Services Fees.
5. Fixed Bid basis means, notwithstanding any other provision to the contrary, Client will be billed for the entire amount quoted, no matter the hours incurred or if the Order is otherwise cancelled. Should MC and Client mutually decide that all or part of the services on this agreement are no longer needed, the no longer needed services may be suspended or terminated.
6. For Clients using AutoPay:
 - a. Client acknowledges that invoices arising from this Order, including any initial and termination fees, will be initiated by MC on the invoice due date. Client further acknowledges the draft authorization will stay in effect until terminated in writing by an authorized representative of Client and a copy of such termination is provided to MC. Once a payment has been submitted for processing, such payment cannot be canceled by MC, therefore, Client must initiate a stop payment or dispute request with Client's bank.

MatrixCare EHR System/Solution.

If Client purchases the MatrixCare EHR Solution on the Order, the following additional terms shall apply:

1. MatrixCare EHR Elite and MatrixCare Enterprise packages include licenses for the Standard Interface bundle and the Advanced Interface bundle. Client may implement and utilize Standard Interfaces at no additional subscription fees or Professional Services Fees above Fees contained in this proposal. The EHR Solution implementation includes implementation of one (1) interface from the Advanced Interfaces bundle. Implementation for additional advanced interfaces will be available for an additional

Professional Services fee (no additional subscription fees will apply). Please note: Advanced Interfaces must be implemented for all care settings simultaneously. Client-requested changes to rollout plan could result in additional Professional Services Fees.

2. The MatrixCare Select package includes a license for the Standard Interface Bundle. Client may implement and utilize Standard Interfaces at no additional subscription fees or Professional Services Fees in addition to package pricing.

MatrixCare Advanced Cloud Services.

If Client purchases MatrixCare Advanced Cloud Services on the Order, the following additional terms shall apply:

1. MatrixCare Advanced Cloud Services includes single-tenant hosting, a pre-release environment to view MC releases prior to general availability, and a dedicated Client training environment with generic data.

SureScripts.

If Client utilizes SureScripts, the following terms shall apply:

1. The Agreement incorporates, and the SureScripts services delivered hereunder shall be governed by, the terms of the Agreement and the SureScripts, LLC System Access Addendum provided at the following link using the password "MCssSNF": www.matrixcare.com/contracts.

Electronic Prescribing of Controlled Substances (EPCS).

If Client utilizes EPCS, the following terms shall apply:

1. Records and Reports for Electronic Prescriptions. Client, if they have implemented electronic prescribing of controlled substances, agrees to immediately report to the Drug Enforcement Administration (DEA) and in electronic format to MC any security incident within the meaning of 21 CFR 1311.150 and 1311.215 (Requirements for Electronic Prescriptions and Orders) (including but not limited to, any attempted or successful unauthorized access to the electronic prescription application, any attempted or successful unauthorized modification or destruction of any information or records related to electronic prescriptions or orders, any interference with the application operations of the prescription application, any setting of or change to logical access controls related to the issuance of controlled substance prescriptions, and/or any attempted or successful interference with audit trail functions), and to retain such report and any security incident report filed with the DEA pursuant to 21 CFR 1304.06.d for a period of two years.
2. Two-Factor Authentication Requirement for Electronic Prescriptions. Client acknowledges that each prescriber that will be enabled for the EPCS will be required to go through identity-proofing via IdenTrust and purchase the HID Approve mobile application in order to electronically sign controlled substances. Client is responsible for all associated fees. Client acknowledges that the DEA prohibits the use of a token for authentication purposes that is on the same computer or device used to gain access to and transmit a controlled substance prescription (see 21 CFR 1311.115(b)) and agrees to comply with this prohibition.

ePrescribing.

If Client purchases ePrescribing on the Order, the following terms shall apply:

1. MC provides two ways to transmit ePrescriptions to pharmacies on behalf of our Clients.
 - a. Through a "hub and spoke" model where MC connects through a single, shared connection to a prescription network (e.g. Prescriber's Connection, etc.), which then connects to hundreds of individual pharmacies. This method is the most commonly used method in acute, ambulatory and physician practice settings. The responsibility for connectivity and delivery to the pharmacies, and the costs associated with providing this service, are borne by the prescription network. Under this model the receiving pharmacy is required to pay a fee for each prescription received to offset the costs incurred by the prescription network.
 - b. Through a dedicated, "point-to-point" connection between MC and a specific long-term care pharmacy. There are real, hard costs associated with establishing and maintaining these connections (including third party license fees) and LTPAC EHR vendors, including MC, may charge the long-term care pharmacy a fee to cover these costs.
 - i. MC has no preference as to which method is used to deliver electronic prescriptions to the pharmacy and has many pharmacy partners using each method depending upon the partner's preference.
 - ii. If a Client chooses to use a pharmacy that does not connect through the "hub and spoke" model and instead connects to MC through a dedicated point-to-point connection, there are additional connectivity fees involved to cover MC's costs for establishing and maintaining that dedicated connection. The pharmacy will typically pay those fees as they are generating substantial revenues and profits through the use of the dedicated connection. MC refers to these Pharmacies that comply with MC Company Policies as "In MatrixCare Pharmacy Network Providers" ("In Network"). A very small number of pharmacies have taken the position that they refuse to pay the connectivity fees, leaving it to their customers to bear the costs of connectivity. MC refers to the Pharmacies that do not comply as "Out of MatrixCare Pharmacy Network Providers" ("Out of Network"). Should you choose to connect to an Out of MatrixCare Pharmacy Network Provider, surcharges to cover the connectivity and associated charges will be contained in a separate agreement. If your pharmacy becomes compliant with MC policies, surcharges will be discontinued. Please contact MC for assistance in recouping these fees from your pharmacy.

MatrixCare Training Assurance PLUS.

If Client purchases MatrixCare Training Assurance PLUS on the Order, the following terms shall apply:

1. Professional Services hours purchases as part of MatrixCare Training Assurance PLUS package expire twelve (12) months from Order Effective Date and must be utilized by that time.
2. Professional Services provided above and beyond contracted MatrixCare Training Assurance PLUS package will be invoiced on a time & materials basis at MC's then-current rates. This means the Client will be billed for hours that have been incurred but not purchased through the MatrixCare Training Assurance PLUS package.
3. SERVICES SUBSCRIPTION – TRAINING ASSURANCE PLUS ADDENDUM

- a. Services Subscription Term. This addendum only applies to the subscription for additional services as outlined in Exhibit A (“Services Subscription”). This Services Subscription is independent of normal support outlined in this Order. Billing will begin the 1st of the month following the Effective Date. All hours in a Services Subscription must be used within the current term.
- b. Service Request. All subscription service requests must be made with 30 day notice. MC may, at its discretion, provide the services within a reasonable amount of time after the request.
- c. Scope. Scope of the subscription services shall be as determined within MC’s reasonable discretion. If Client requests services beyond the time purchased in this Order, then the additional hours shall be invoiced for at the reduced time and materials rate in this Agreement.
- d. Expenses. If Client elects to participate in Service Packages at MC’s offices, Client will be responsible for their own travel and other expenses.
- e. Use of Services Subscription. The Services Subscription may be utilized by any care setting or corporation staff listed in this Order.
- f. Implementation. Client cannot use Services Subscription in place of or supplement to implementation services.

MatrixCare Claims Management.

If Client utilizes MatrixCare Claims Management, the following terms shall apply:

1. Client shall be solely and exclusively in control of all aspects of the delivery of health services and bear full responsibility for all billing.
2. Client agrees that: (a) a third-party vendor (“Vendor”) shall perform the Services ordered by Client hereunder, (b) MC has entered into an agreement with Vendor (“Vendor Agreement”), and (c) MC may terminate the Services and all authorizations upon termination of the services provided by the Vendor.
3. Payer connectivity is based on the respective ability of Vendor to consummate transactions for which they are responsible.
4. Client agrees that Vendor personnel are hereby granted permission to access Client’s instance of the MC Licensed Software and System and/or a static copy of your database(s) (including all facilities in an enterprise account) so that they can deliver the Services hereunder.
5. Client acknowledges and agrees that it has a Business Associate Agreement (a “BAA”) in place with MC, and to the extent necessary, it also has a BAA in place with Vendor. MC shall not be responsible or liable for the accuracy or completeness of information or data delivered to MC from the systems of Vendor or for Services delivered by Vendor hereunder.

MatrixCare MyData.

If Client purchases MatrixCare MyData (“MyData”) on the Order, the following terms shall apply:

1. Client understands and agrees that MyData for applicable platforms runs off a copy of Client’s data and not off of Client’s live database in the Software, product reports and MyData reports run off separate platforms and may produce slightly different results, which is a result of timing, and tables in MyData are normally refreshed every thirty (30) minutes.
2. Consulting services hours will be used at the direction of Client for their desired use cases with MyData. Consulting services hours purchased herein are limited to initial consulting work. If Client needs consulting services beyond the initial consulting services provided herein, Client may contract directly with the consultant for additional hours.

MatrixCare MealTracker Menu.

If Client purchases MatrixCare MealTracker Menu on the Order, the following terms shall apply:

1. Following the Initial Term, Client’s right to utilize MatrixCare MealTracker Menu shall automatically renew and continue to renew in conjunction with the Term (as defined in the Order for MatrixCare MealTracker) unless either party provides the other with ninety (90) days written notice of termination of the Order for MatrixCare MealTracker prior to the end of the then current Term.

CareCommunity.

If Client purchases CareCommunity on the Order, the following terms shall apply:

1. The terms and conditions that govern Client’s access to and use of the CareCommunity platform including any content, functionality and services offered on or through the CareCommunity platform are located at <https://mc.carecommunity.com/resources/pdf/Terms-of-Use-CareCommunity.pdf>.

MatrixCare e-Signature, MatrixCare e-Fax Connector, and MatrixCare Exchange-Data Manager.

If Client purchases MatrixCare e-Signature Connector, MatrixCare e-Fax Connector, and/or MatrixCare Exchange-Data Manager on the Order, the following additional terms shall apply:

1. Client agrees that:
 - a. a third-party vendor (Kno2) (“Kno2”) shall perform and deliver the Client Subscription Products, (the “Products”) ordered by Client hereunder, MC has entered into a reseller agreement with Kno2 (“Reseller Agreement”), and MC may terminate this Order Form upon termination of the services provided by Kno2.
2. If Client purchases MatrixCare Exchange-Data Manager on the Order, the following shall not apply: For the avoidance of doubt, Kno2 shall provide all Implementation, Training, and Professional Services necessary for utilization of the Products.
3. Client agrees that Kno2 personnel is hereby granted permission to access Client’s instance of the MC Licensed Software and System so that they can deliver the Products hereunder.
4. MC and Kno2 grant the Client the non-exclusive right to access and use the Products according to the terms of the agreement, solely for the Client’s internal purposes.
5. Client shall prohibit the reverse engineering, disassembly or modification of all of MC’s third-party software vendors integrated or incorporated into MC Product (“Third-Party Integrated Software Vendors”) including, removal of any proprietary notices from the Third-Party Integrated Software Vendors software, any use of the Third-Party Integrated Software Vendors software in violation of any applicable

law (including any export control laws), and Client and its end users shall maintain confidentiality of the Third-Party Integrated Software Vendors (and related information) in a manner consistent with the terms of this Agreement.

6. Client acknowledges that Third-Party Integrated Software Vendors may use information about usage of the Third-Party Integrated Software Vendors software to improve their products.
7. If Client purchases MatrixCare e-Fax Connector on the Order, the following shall apply:
 - a. In the event the MatrixCare e-Fax Connector is used to conduct telemarketing activities or disseminate materials offering the availability of goods or products or services, Clients and their users, specifically warrant (i) that it will undertake all required actions necessary to comply with applicable federal, state/provincial or foreign statutes and regulations and (ii) the MatrixCare e-Fax Connector will not be used in a manner which results in a violation of any applicable laws or regulations with respect to such MatrixCare e-Fax Connector.
 - b. Where a Third Party provides assigned telephone and/or facsimile numbers for processing opt-out requests, such numbers and any associated automated functions are provided merely as an administrative convenience to Clients and that the processing of such opt-out requests is Client's responsibility. Kno2 and MC disclaim all responsibility for and authority over, the receipt and processing of any opt-out requests.
8. Use of and connection to the Carequality Framework is subject to the Carequality Connected Agreement – Carequality Connection Terms approved, provided by and updated from time to time by Carequality as provided in this link ([Carequality-Connected-Agreement-Exhibit-1-FINAL-6-2-2022.pdf](#)). Client is required to provide electronic or written confirmation of review and compliance with the Carequality Connection Terms and to be bound by such Terms. As Kno2 provides updated or amended Carequality Connection Terms made by Carequality to Clients, Clients are required to provide electronic or written confirmation to Kno2 of compliance to the updated or amended Carequality Connection Terms.

MatrixCare Exchange – Embedded Connectivity.

If Client utilizes MatrixCare Exchange – Embedded Connectivity, the following additional terms shall apply:

1. HG QHIN. If Client elects to participate in Health Gorilla's Qualified Health Information Network under the Trusted Exchange Framework and Common Agreement (TEFCA) as reflected in the Order Form ("QHIN Services"), then the parties agree as follows:
 - a. Client hereby agrees to, and shall abide by, the HG QHIN Governance Documents as indicated here, <https://healthgorilla.com/home/policies/hg-qhin-governance> including any updates, new versions, amendments and/or supplements thereto as issued by the Health Gorilla from time to time.
2. Miscellaneous. In the event of any conflict in meaning among provisions of the Agreement, and provisions of these additional terms, these additional terms shall control. Except as expressly modified by these additional terms, all terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as originally constituted.
3. Data Authorization. Client agrees that Health Gorilla is granted permission to access Client's instance of the Company/MC Licensed Software and/or Solution to perform the services described herein.
4. Patient360. The terms at the following link shall apply: <https://healthgorilla.com/home/policies/patient360-passthrough-terms>.
5. Indemnification by Client.
 - a. Client shall defend, indemnify, and hold MC and its directors, officers, employees and agents harmless against all losses, costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any third-party claim arising from or in connection with Client's (i) use of the Services and Health Gorilla Technology in violation of this Agreement or (ii) breach of Client's representation that Client Data used in connection with the Services or Health Gorilla Technology do not and will not infringe, misappropriate or violate any copyright, trademark, trade secret right, privacy right or other right of a third-party or violate any applicable federal, state or other law, rule or regulation; provided that MC gives Client (i) prompt written notice of such Claim; (ii) authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Client shall not settle any third-party claim against MC unless such settlement completely and forever releases MC with respect thereto or unless MC provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of MC, MC may participate in such defense at its own expense by counsel of its choice.
 - b. Client shall defend, indemnify, and hold MC and its directors, officers, employees and agents harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third-party claim related to (i) the misuse of the Services and Queried Records, as applicable, by Client, End User Clients, and HPECs and (ii) Client's breach of these additional terms and/or the Agreement.
6. Suspension. MC may suspend Client's access to the Services in whole or in part if Client materially breaches the Agreement and/or these additional terms (including when such breach arises from the use and management of Queried Records by End User Clients, and HPECs), or such entity's actions risk harm to MC or other customers or the security, availability or integrity of the Services. Where practicable, MC will use reasonable efforts to provide Client with prior notice of the suspension.
7. Security Requirements. Client shall establish and maintain a comprehensive written information security program detailing appropriate administrative, technical, and physical safeguards: (a) to ensure the availability, integrity, privacy, security and confidentiality of Queried Records; (b) to protect against anticipated threats or hazards to the availability, privacy, confidentiality, security and integrity of Queried Records; (c) to prevent the access, processing, use, and disclosure of Queried Records other than as provided by this Agreement; and (d) to provide for the proper disposal and destruction of Queried Records (collectively, "Information Security Safeguards"). Such Information Security Safeguards shall include, at a minimum, controls with respect to the Queried Records that are no less rigorous than those set forth for PHI in the HIPAA Privacy and Security Rules, such as password protection, access controls, network intrusion

detection, firewalls and anti-virus protection, and performing periodic testing of same.

MatrixCare Payment Portal.

If Client purchases MatrixCare Payment Portal on the Order, the following terms shall apply:

1. Client shall not, and shall assure that Client does not, submit files to MC that contain information which duplicates information previously provided or that contains information with respect to checks that have previously been transferred to, deposited with or attempted to be cleared through a third party.
2. Client agrees that all transaction data transmitted to MC reflect the result of bona fide business transactions between the Client payee and its customer and that no such entries are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context.
3. Client shall be prohibited from using the services and shall assure that end users do not use the services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject MC or its subcontractors to investigation, prosecution or legal action.

Enquire by Aline.

If Client purchases Enquire by Aline on the Order, the following additional terms will apply:

1. Client agrees that a third-party vendor (Aline) ("Vendor") shall perform and deliver Enquire by Aline ordered by Client hereunder, that MC has entered into a reseller agreement with Vendor ("2023 Reseller Agreement"), and that this Agreement incorporates, and Enquire by Aline delivered hereunder shall be governed by, the terms of the 2023 Reseller Agreement and the Enquire Solutions Master Services Agreement provided at the following link: <https://enquiresolutions.com/msa/>
2. MC may terminate this Order Form upon termination of the services provided by the Vendor. Following termination, MC may provide services needed to transition Enquire by Aline to the Client or another provider at additional cost and for a maximum of ninety (90) days.
3. For the avoidance of doubt, Vendor shall provide all Implementation, Training, and Professional Services necessary for utilization of Enquire by Aline.
4. Client agrees that Vendor personnel is hereby granted permissions to access Client's instance of the MC Licensed Software and System so that they can deliver Enquire by Aline hereunder.
5. Client understands and agrees that Enquire by Aline may require connection to certain e-Referral network systems, and that Client shall be responsible for any related fees.
6. **DATA AUTHORIZATION.** Vendor has built an integration to be able to populate data from your database in the MC Solution, and, if applicable, bidirectionally. It is our policy to obtain written consent from each of our clients before we allow data to be shared with another company or party. If Protected Health Information will be transmitted, Client acknowledges that there is a Business Associate Agreement in place between Client and Vendor. By signing the Order, you, as a duly authorized representative of the Client, grant consent to the passage of data between the MC Solution and Enquire by Aline and represent and warrant that Client is legally free to enter this authorization.

MatrixCare Marketing.

If Client purchases MatrixCare Marketing on the Order, the following additional terms shall apply:

1. Care Settings must be noted in order to qualify for community pricing. Client is responsible for full community price regardless of Care Setting additions or removals.
2. MatrixCare Marketing-certified third-party partners will provide consulting, training, and system configuration services, and Client should contract directly with the certified partner for these services. These services will not be provided by MC and are not included in quoted fees.

ReferralConnect.

If Client purchases ReferralConnect on the Order, the following additional terms shall apply:

1. Market Data is included for the counties that the agency serves. Exact counties shall be verified during Implementation. Implementation/Training includes configuration of Web and Mobile, Data Validation, Administration, and remote End User Training.

MatrixCare Point of Sale.

If Client purchases MatrixCare Point of Sale on the Order, the following terms shall apply:

1. Client agrees that:
 - a. a third-party vendor (Volante) ("Vendor") shall perform and deliver the MatrixCare Point of Sale solution ordered by Client hereunder, MC has entered into a reseller agreement with Vendor ("Reseller Agreement"), and
 - b. MC may terminate this Order Form upon termination of the services provided by the Vendor. Following termination, MC may provide services needed to transition the MatrixCare Point of Sale solution to the Client or another provider at additional cost and for a maximum of ninety (90) days.
2. For the avoidance of doubt, Vendor shall provide all Implementation, Training, and Professional Services necessary for utilization of the MatrixCare Point of Sale solution.
3. Client agrees that Vendor personnel is hereby granted permissions to access Client's instance of the MC Licensed Software and System so that they can deliver the MatrixCare Point of Sale solution hereunder.
4. 100% of the Hardware Fees will be invoiced as of the Order Effective Date.

LPC Cloud Hosting.

If Client purchases Life Plan Communities (LPC) Cloud Hosting on the Order, the following terms shall apply:

1. MC Hosting:

- a. MC shall host MC licensed modules previously hosted by Client.
 - b. The hosting fee is billed per quantity of concurrent users per month as set forth on the Order.
2. Hosting Application Access. Client will access the application via RemoteApp using the RDP protocol and/or HTML5 browser.

EZStub.

If Client purchases EZStub, W-2, and/or 1095-C on the Order, the following terms shall apply:

1. **Costs.** Set-up cost does not include recurring fees. Client will be charged a one-time set-up/integration fee for each application plus an additional fee per additional site. Please note, this is for administrative access only. This fee is due upon Go-Live.
 - a. **E-ZStub:** The number of stubs will be determined by Client from the EZStub files that are transmitted each pay period.
 - b. **W-2:** Licensing of Online W-2's includes an additional fee per item per year. The number of items per year will be determined by Client from the Online W-2 files that are transmitted each year. There may be additional costs if the W-2 files are not in the correct format.
 - c. **1095-C:** Licensing of Online Form 1095-C includes an additional fee per item per year. The number of items per year will be determined by Client from the Online Form 1095-C files that are transmitted each year.
2. **Printing.** 1095-C and W-2 print services are available for all employees, or only those employees who are not opted in to receive Online 1095-C's or Online W-2's via the electronic document delivery system ("Doculivity"). Please be aware that, per federal law, your organization is responsible for printing and distributing the 1095-C's and W-2's for those employees who have not elected to receive Online 1095-C's or Online W-2's via the Doculivity system. Printing services and postage may each incur additional costs which shall be the responsibility of Client.
3. **Technical Requirements.**
 - a. **File Types and Specifications:**
 - i. 1095-C or W-2 files should be in the IRS 1095-C or IRS EFW2 file format, respectively. If 1095-C or W-2 files are not in this format, a software assurance fee will be assessed each year per application.
 - ii. A secondary 1095-C or W-2 file (that may include Box 14 data and other data not required or allowed in the EFW2 file format) must contain the following information: employee SSN, information identifier, and all of the applicable information.
 - iii. The secondary file must conform to one of the following formats: comma delimited (CSV), Excel spreadsheet, or standard columnar data format (text or SDF).
 - iv. If 1095-C or W-2 files do not fall into the specified formats mentioned above, but do qualify as a data file, Clients may apply for a software assurance fee waiver per application.
 - v. Please note that a PDF file produced for 1095-Cs or W-2s does not comply as a data file eligible for a waiver.
 - b. **Internet Browsers:**
 - i. NatPay suggests using the newest versions available to ensure that all Doculivity features work as expected, and that all sessions are as safe and secure as possible.
 - ii. NatPay highly recommends using Internet Explorer 7 and above, or Firefox 3 and above to access and use Doculivity.