



**BERWYN TOWNSHIP  
PUBLIC HEALTH DISTRICT BOARD**

**REGULAR MEETING**  
**August 12, 2024 | 4:00 PM**

# NOTICE OF PUBLIC MEETING – PLEASE READ

The Berwyn Public Health District Board will conduct meetings in person at 6600 W. 26<sup>th</sup> Street, Berwyn. Any person wishing to submit comments for the Open Forum for this meeting may do so by 3:00 PM on the meeting date to Health Board Secretary Jacqueline Pereda at 6600 West 26th Street, Berwyn, IL 60402, email [jacquelinepereda@berwynassessor.org](mailto:jacquelinepereda@berwynassessor.org), or 708-765-4519. Please request that your comments become part of the Board Meeting Record.



## BERWYN PUBLIC HEALTH DISTRICT BOARD

### REGULAR MEETING AGENDA

Monday, August 12, 2024 | 4:00 PM

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. OPEN FORUM
4. APPROVAL OF MINUTES
  - A. Regular Meeting on July 29, 2024
5. STAFF REPORT UPDATES
  - A. Clinic Activity – July 2024
  - B. Sanitation Activity – July 2024
  - C. Vital Statistics Activity – July 2024
6. APPROVAL OF BILLS PAYABLE & PAYROLL – July 2024
7. STATEMENT OF RECEIPTS & DISBURSEMENTS
8. CORRESPONDENCE
9. OLD BUSINESS
  - A. Deferred Item (7/2024): Electronic Medical Record Project Update and Approve eClinicalWorks Agreement – Avila
  - B. Deferred Item (4/2024): Residential Flood Mitigation – Avila
  - C. Discuss & Approve Extension to Yoga in the Park Program – Avila
10. NEW BUSINESS
  - A. Review & Approve 2024 Tax Levy – Eagan
  - B. 708 Community Mental Health Board Grant – Avila
11. ADJOURNMENT

## BERWYN PUBLIC HEALTH DISTRICT BOARD

### DECENNIAL COMMITTEE ON LOCAL GOVERNMENT EFFICIENCY

#### MEETING AGENDA

Monday, August 12, 2024 | 3:30 PM

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. OPEN FORUM
4. DISCUSS & RECOMMEND CHANGES TO FIRST DRAFT OF EFFICIENCY REPORT
5. REVIEW PROJECT TIMELINE
6. NEXT MEETING
7. COMMENTS FROM ATTENDING RESIDENTS
8. ADJOURNMENT



## AGENDA ITEM SUMMARY

AGENDA ITEM: **4**

<b>TITLE</b>	Approval of Minutes
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Jacqueline Pereda, Health Board Secretary

SUMMARY	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Regular Meeting on July 12, 2024</li></ul>	

ACTION PROPOSED				
<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	DISCUSSION	<input checked="" type="checkbox"/> REVIEW & APPROVAL
<input type="checkbox"/>	OTHER			



## BERWYN TOWNSHIP PUBLIC HEALTH DISTRICT MEETING MINUTES

MEETING TYPE		
<input checked="checked" type="checkbox"/> REGULAR MEETING	<input type="checkbox"/> SPECIAL MEETING	<input type="checkbox"/> BUDGET WORKSHOP
<input type="checkbox"/> DECENNIAL COMMITTEE		
<input type="checkbox"/> OTHER: _____		
DAY AND DATE	TIME	LOCATION
July 29, 2024	4:03 PM	6600 W. 26 <sup>TH</sup> STREET, 1 <sup>ST</sup> FLOOR CONFERENCE ROOM

BOARD MEMBERS / ATTENDEES REQUESTED	PRESENT	ABSENT
David J. Avila, Health Board President	x	
Margaret Paul, Health Board Treasurer	x	
Jacqueline Pereda, Health Board Secretary	x	
Brian Eagan, Accountant	x	
Larry Zdarsky, Attorney	x	

1. **Call to Order/Roll Call:** Avila called the Berwyn Township Health Department Regular meeting to Order at 4:03 p.m. Secretary Jacqueline Pereda, Treasurer Margaret Paul and Supervisor David Avila were present on the Call of the Roll. Township Attorney, Larry Zdarsky, and Accountant Brian Eagan were also in attendance.

**4-A:** Avila made the motion, seconded by Paul, to approve the Regular Meeting Minutes of the June 10, 2024, as submitted. The motion passed by a unanimous voice vote.

**4-B:** Avila made the motion, seconded by Paul, to approve the Public Hearing Minutes of June 10, 2024, as submitted. The motion passed by a unanimous voice vote.

**4-C:** Avila made the motion, seconded by Pereda, to approve the Joint Special Meeting Minutes of June 25, 2024, as submitted. The motion passed by a unanimous voice vote.

### **Staff Reports:**

**5-A: Clinic Activity:** Avila made the motion seconded by Pereda, to accept the Clinical Activity report for June 2024 as submitted. The motion carried by a unanimous voice vote.

**5-B: Sanitation Activity:** Avila made the motion seconded by Pereda to accept the report for June 2024 as submitted. The motion carried by a unanimous voice vote.

**5-C: Vital Statistics Activity:** Avila made the motion seconded by Pereda, to accept the Vital Statistics report as submitted and deposit monies in the amount of \$2,021.65 in the appropriate fund. The motion passed unanimous on the call of the roll.

6. **Bills Payable & Payroll:** Avila made the motion, seconded by Paul to have the bills and payable and payroll for June 2024 as submitted in the amount of \$84,944.26. The motion passed unanimous on the call of the roll.

7. **Statement of Receipt & Disbursements-June 2024:** Avila made the motion, seconded by Pereda that the statements will be accepted and filed for audit. Avila marked the item as informational by Order of the chair. The motion carried by a unanimous voice vote.

8. **Correspondence:** No correspondence was received.

**Old Business:**

**9-A: Electronic Medical Record Project Update:** Avila made the motion seconded by Paul, to defer this item to the August 12, 2024, Health Board Meeting. The motion carried by a unanimous voice vote.

**9-B: Review & Approve Addendum to 2024 Health Fitness Community Health Improvement Program Application from St. Leonard requesting additional funding:** Avila made the motion seconded by Pereda, to approve supplemental funding in the amount of \$10,429.00. This award is in supplement of the award that was granted June 10, 2024. (as stated in the minutes). The motion passed unanimous on the call of the roll

**9-C: Review & Approve Addendum to 2024 Health Fitness Community Health Improvement Program Application from St. Leonard in the amount of \$16,797:** Avila made the motion seconded by Pereda, to approve the 2024 Health Fitness Community Health Improvement Program Application from St. Leonard in the amount of \$16,797.00. The motion passed Avila and Pereda voting AYE. Paul voting NAY.

**9-D: Pediatric Services Program:** Paul made the motion seconded by Pereda, to defer this item generally. The motion carried by a unanimous voice vote.

**9-E: Residential Flood Mitigation:** Avila made the motion seconded by Paul, to defer this item to the August 12, 2024, Health Board Meeting. The motion carried by a unanimous voice vote.

**9-F: Election of Officers:** Avila made the motion seconded by Pereda, to nominate Paul as Secretary of the Board. The motion passed Avila and Pereda voting AYE. Paul voting NAY. Discussions ensued.

Paul made a motion to nominate herself as Board President, the motion died for a lack of second. Pereda made the motion seconded by Avila, to nominate Avila as Board President. The motion passed Avila and Pereda voting AYE. Paul voting NAY. Avila made the motion seconded by Pereda, to nominate Pereda as Treasurer. The motion passed Avila and Pereda voting AYE. Paul voting NAY.

**New Business**

**10-A: Review & Approve Public Health District's Annual Finance Report Draft for the Fiscal Year Ended March 31, 2024:** Avila made the Motion, seconded by Pereda to approve the Public Health District's Annual Financial Report for the Fiscal Year Ended March 31, 2024. The motion passed on the call of the roll.

**10-B: Review & Approve NBPD's Corrida del Mariachi 5k/Walk on Saturday, August 17, 2024:** Avila made the Motion, seconded by Pereda, to authorize and sponsor \$5,000.00 to North Berwyn Park District's Corrida del Mariachi 5k/Walk on Saturday, August 17, 2024. The motion passed unanimous on the call of the roll.

11. **Adjournment:** Avila made the Motion, seconded by Pereda to adjourn the meeting. The Motion passed by a unanimous voice vote. The meeting adjourned by 4:40 p.m.

Respectfully Submitted,

Jacqueline Pereda  
Health Board Secretary



## AGENDA ITEM SUMMARY

AGENDA ITEM: **5-A**

<b>TITLE</b>	Clinic Activity
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Bradford S. Wainer, D.O., Health Clinic Medical Director

SUMMARY	
Attached please find the monthly activity and tracking report for the medical and nursing departments.	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Nursing Monthly Report - July 2024</li></ul>	

ACTION PROPOSED			
<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	DISCUSSION
<input type="checkbox"/>	OTHER	<input type="checkbox"/>	REVIEW & APPROVAL

## NURSING MONTHLY REPORT

### July 1-31, 2024

1. Monthly report organized, prepared and distributed at monthly Public Health meeting.
2. Residents of Berwyn continue to call needing to make appointments for immunizations, TB Tests, and guidance on Covid-19 guidelines as well as ensuring children are ready for upcoming school year registration requirements.
3. The Health District continues to offer saliva PCR Tests in the month of July 2024.
4. Refrigerator and Freezer temperatures recorded twice a day per VFC guidelines and also logged into I-CARE on Daily Basis and Clinic continues to download temperature data from the temperature data logger in vaccine room for record keeping per VFC guidelines.
5. Clinic continues to conduct regular counts of vaccine inventory.
6. The clinic continues working on being able to provide safe sex materials at the clinic.
7. The clinic continues offering our loaner medical equipment. We continue to ensure our inventory can meet demand and safety standards for use of Berwyn Residents.
8. Clinic continues working on its Berwyn Wellness Initiative which would address well needed services to underserved communities in the area.
9. Clinic has received the date for future Wellness Wednesdays participants and is scheduling the events accordingly.
10. On July 11, we hosted a successful blood drive with Versiti, with 18 attendees. Due to this success, we will be organizing another event at the year's end.
11. Loyola conducted school physicals on July 17<sup>th</sup> and July 24<sup>th</sup>, we had a successful turnout and have an upcoming date of August 14<sup>th</sup>. We were able to give attendees school supplies to start the school year.

12. We continue to have Yoga in the Park on Saturdays with Liz Simbi. Several of the attendees have expressed interest in the possibility of continuing classes in the fall.
13. On July 30 we met with Ald. Arenella and School District 98 nurse Erin Pearson to discuss the needs of the Berwyn families. We were informed that this year there has been an influx of new families to the Berwyn area. These families in the area are having difficulty finding places to get physical for school. Since we have a partnership with Loyola, we have reached out to see if they can provide additional dates for school physicals in September. We will also have an outreach event letting parents know what documents they will need to provide for the appointment.

### **Monthly Tracking:**

Scheduled	31	Blood Pressure Check	0
Seen	32	TB Tests	18
Walk-ins	4	TB reads	16
Home Visits	0	Positive TB reads	0
No Call/No Show-		Flu Shots Total:	
Cancellations	2	Regular – Quad	0
Rescheduled	1	High Dose	0
New Patients	17	Nutrition Referrals	0
Established	15	School Physicals	
VFC	13	Referral	0
Title 19	6	Rx collection	6
Uninsured	7	Sharps collection	5
Under insured	0	Records Request	0
Lead Testing	0	Medical Loan	0
Hemoglobin	0	English	18
Adult Immunizations	2	Spanish	14

**July Clinic Deposit: \$285.00**

**July Flu Deposit: \$0.00**

**Total Deposit: \$285.00**

**Yearly Tracking (April 2024 – March 2025):**

Scheduled	126	Blood Pressure Check	0
Seen	115	TB Tests	52
Walk-ins	9	TB reads	48
Home Visits	0	Positive TB reads	0
No Call/No Show-		Flu Shots Total:	
Cancellations	15	Regular – Quad	3
Rescheduled	5	High Dose	0
New Patients	52	Nutrition Referrals	0
Established	63	School Physicals	
VFC	39	Referral	0
Title 19	20	Rx collection	6
Uninsured	19	Sharps collection	9
Under insured	0	Records Request	6
Lead Testing	0	Medical Loan	0
Hemoglobin	0	English	63
Adult Immunizations	8	Spanish	52

**Fiscal Year Totals:**

**Clinic Deposit: \$1425.00**

**Flu Deposit: \$0.00**

**Total Deposit: \$1425.00**



## AGENDA ITEM SUMMARY

AGENDA ITEM: **5-B**

<b>TITLE</b>	Sanitation Activity
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Sheri Leto, Inspector

SUMMARY	
Attached please find the monthly activity report for the Environmental Health & Safety Department.	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Sanitation Report - July 2024</li></ul>	

ACTION PROPOSED				
<b>X</b>	INFORMATION		DISCUSSION	
	OTHER			
				REVIEW & APPROVAL

**Berwyn Public Health District  
Sanitation Report**

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**Reporting Period:** July 1, 2024 through July 31, 2024

**MONTHLY RECAP**

July 2024														
Company	Number	Street	GLS	Insp. Date	Insp.	Notes	NB	CI	VHR	HR	MR	LB	CE	IF
Tina's Tall Glass	6228	26th Street		7/2/24	MK		1							
Tasty House	7101	Roosevelt Rd		7/23/24	MK			1						
Burger King Store #5984	2147	Oak Park Ave		7/25/24	CR			1						
Popeyes	6935	Cermak Rd		7/29/24	CR			1						
Jelly Jam	6300-02	Cermak Rd		7/2/24	CR					1				
Valles Produce	6323	Cermak Rd		7/30/24	MK					1				
Jardin Restuarant	6431	Cermak Road		7/17/24	MK					1				
La Lupita Restuarant	6539	Cermak Road		7/16/24	MK					1				
Las Islas Mariscos	6539	Cermak Rd		7/24/24	MK					1				
El Nuevo Vallarta	6801	Cermak Rd		7/23/24	MK									
Overseas China Restaurant	6846	Cermak Rd		7/24/24	MK					1				
Popeyes Famous Chicken & Biscuit	6935	Cermak Road		7/18/24	MK					1				
Panera Bread #6004	7050	Cermak Rd		7/25/24	MK					1				
Longhorn Steakhouse	7115	Cermak Road		7/31/24	MK					1				
Buffalo Wild Wings Grill & Bar #330	7130	Cermak Road		7/31/24	MK					1				
Tacos & Salsa, Inc.	6346	26th Street		7/18/24	MK					1				
Berwyn Fruit Market	3811	Harlem Ave		7/17/24	MK					1				
Tastee Corner Cafe	3207	Oak Park Ave		7/16/24	MK					1				
D'Cache Latin Cafe	3244-46	Oak Park Ave		7/2/24	CR					1				
Monse's Tapas Bar	6607	Roosevelt Rd		7/9/24	MK					1				
Baby Gold BBQ	6613	Roosevelt Rd		7/9/24	MK					1				
Media Noche Cafe	6836	Windsor Ave		7/12/24	CR					1				
16th Street Liquors, Inc	6808	16th Street		7/25/24	MK						1			
Subway	6301	Cermak Road		7/30/24	MK						1			
Jimmy Johns	7028	Cermak Road		7/31/24	MK						1			

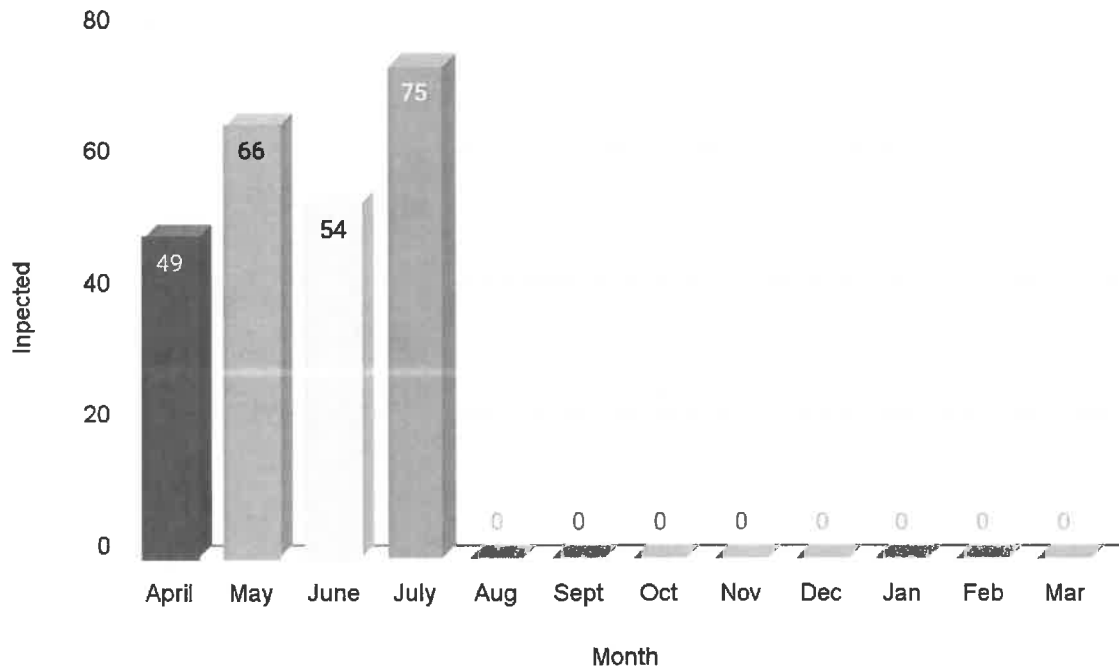


**Berwyn Public Health District  
Sanitation Report**

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Roosevelt & Harlem Shell	7143	Roosevelt Rd		7/3/24	MK								1	
Rainbow Cone Ice Cream Truck				7/24/24	CR	Temp Food Permit								1
		<u>MONTHLY TOTALS</u>	<u>Goals</u>	<u>Actual</u>	<u>YEARLY TOTALS</u>									
		New Businesses	0	1	New Business								9	
		Complaint Inspections	0	3	Complaint Insp.								4	
		Very High	0	0	Routine Insp.								135	
		High	0	17									17	
		Medium	0	34									34	
		Low	0	19									19	
		Cottage Food	0	0	Cottage Food								4	
		Temporary Food	0	1	Temporary Food								22	
		Total	0	75	Total YTD								244	

**Graph 1: ROUTINE INSPECTIONS - April 2024 - March 2025**



**Berwyn Public Health District  
Sanitation Report**

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**BERWYN SHOPS**

No News.

**ENVIRONMENTAL HEALTH & SAFETY: RESIDENTIAL**

- Hoarding: 0
- Uninhabitable  
Living Conditions: 0
- Water: 0
- Heat: 0
- Other: 0

**GOALS**

**Completed:**

1. A completion rate of 100% of the Food Establishment Inspections for July.
  - a. We met and exceeded our goal of 90%.

**In-Progress Goals:**

1. A 90% or better completion rate of the Food Establishment Inspections for August.
2. By the end of the 2024-2025 Fiscal Year, to have inspected 650 establishments.
3. Perfect The BEE Award, formally known as the Sheri Smith Award, to have all details ready to present to the Board.
4. Start drafting SOPs stated in the April 2023 Board Meeting.
5. BHD can obtain 25% of the prospective food vendors for 2024 Berwyn Shops.
6. Create clear guidelines and expectations for the Cottage Food Berwyn Pop-Up Vendors.
7. Create a list of suggestions for BDC: what worked well, what did not, and changes for the following year regarding Berwyn Pop-Ups for Cottage Food Vendors.
8. Have a greater understanding of Cottage Food and the process in Cook County.
9. Update Food Banks in and near Berwyn. Create an infographic for accessible information for us and residents.

**Berwyn Public Health District  
Sanitation Report**

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**News:**

- **Berwyn Sunday Markets -**
  - **August 18, 2024**
  - **September 22, 2024**
  - **October 20, 2024**
- **Corrida del Mariachi 5K -**
  - **August 17, 2024**
- **Rt. 66 Car Show -**
  - **August 24, 2024**

**Prepared by:**

***Sheri A. Leto***



## AGENDA ITEM SUMMARY

AGENDA ITEM: **5-C**

<b>TITLE</b>	Vital Records Activity
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Salma Nava, Deputy Registrar

SUMMARY	
Report of monies collected by the Vital Statistics Department for certified copies of Birth and Death records.	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Vital Records Report - July 2024</li></ul>	

ACTION PROPOSED			
<input checked="" type="checkbox"/>	INFORMATION	<input type="checkbox"/>	DISCUSSION
<input type="checkbox"/>	OTHER	<input type="checkbox"/>	REVIEW & APPROVAL

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*Berwyn Township Public Health District · Vital Records Report*

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**August, 2024**

Report of monies collected by the Berwyn Public Health District Vital Statistics Department for the month of **July 2024** for certified copies of Birth and Death records as follows  
(**4 MORE** requests than June-2024):

Total Amount Collected	\$2,938.95
Fee to the State of Illinois:	-\$520.00
(Death Surcharge Fee 130– D.C. Requested):	
(Total Credit Charges: 70= Amount: \$1,735.95)	
Health District Portion of Fees:	\$2,418.95

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**These figures represent fiscal year 2024/2025**

Total Fees Collected (to date):	\$11,000.60
Total paid to State of Illinois (to date):	-\$1,656.00
Total Berwyn Health District (to date):	\$9,344.60

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**These figures represent fiscal year 2023/2024**

Total Fees Collected (to date):	\$34,152.50
Total paid to State of Illinois (to date):	-\$5,808.00
Total Berwyn Health District (to date):	\$28,344.50

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**These figures represent fiscal year 2022/2023**

Total Fees Collected (to date):	\$35,068.70
Total paid to State of Illinois (to date):	-\$5,656.00
Total Berwyn Health District (to date):	\$29,412.70

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**These figures represent fiscal year 2021/2022**

Total Berwyn Health District (to date):	\$37,523.00
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**These figures represent fiscal year 2020/2021**

Total Berwyn Health District (to date):	\$38,568.00
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Respectfully,



Salma Nava  
Local Registrar



State of Illinois  
Illinois Department of Public Health

Division of Vital Records  
(217)785-3164

County of COOK District # 03121 County Clerk OR Local Registrar X  
130 Number of certified copies of Death and Fetal Death Certificates issued.

Check is for the month of July, 2024.  
Multiply number of copies issued by \$4.00, total amount due \$ 520. If none issued put 0 in amount due.

Remit a check made payable to the Illinois Department of Public Health for the amount stated above along with a copy of this completed VR360 form to:

IDPH Vital Records  
Attn: DCSF/COLDF  
925 E. Ridgely Ave.  
Springfield, IL 62702

Signature of County Clerk

Date

OR

Signature of Local Registrar

Date

If your contact information changes, please update the following information:

Email Address \_\_\_\_\_

Phone number \_\_\_\_\_

VR 360 (rev. 05/17)

Contact us at [dph.vitals@illinois.gov](mailto:dph.vitals@illinois.gov) - Attn: Death Surcharge in Subject line

E-MAILED AUG 01 2024



## AGENDA ITEM SUMMARY

AGENDA ITEM: **6**

<b>TITLE</b>	Bills Payable and Payroll
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Brian Eagan, CPA   Senior Vice President, Selden Fox, Ltd.

SUMMARY	
Berwyn Public Health District Disbursements for Approval is attached for review and approval. Physical invoices and receipts are available for your review and audit.	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Disbursements for Approval – August 12, 2024</li></ul>	

ACTION PROPOSED					
	INFORMATION		DISCUSSION	X	REVIEW & APPROVAL
	OTHER				

**Berwyn Public Health District  
Disbursements for Approval  
August 12, 2024**

Item	Ref #	Date	Payee	Description	Account	Amount
INTERIM DISBURSEMENTS						
1	Debit	07/03/24	Buildasign.com	Backdrop banner for Berwyn Sunday Markets	5325.05	\$ 224.22
2	Debit	07/03/24	Konica Minolta Business Solutions	printer toner supplies	5615.00	65.93
3	Debit	07/03/24	U.S. Postal Service (meter)	Postage for Vitals Dept	5620.00	9.85
4	Debit	07/05/24	Constant Contact	monthly charge-annual renewal of software	5625.00	42.75
5	Debit	07/08/24	Ring Central	DigitalLine Unlimited	5720.00	394.44
6	Debit	07/09/24	U.S. Postal Service (meter)	Postage for Vitals Dept	5620.00	9.85
7	Debit	07/15/24	Adobe	software	5615.00	63.74
8	Debit	07/16/24	U.S. Postal Service (meter)	Postage for Vitals Dept	5620.00	9.85
9	Debit	07/18/24	Buildasign.com	Assessor's office business cards, due from Assessor	1400.00	332.25
10	Debit	07/26/24	7-ELEVEN	ice purchase for Ice Cream Social event	5615.00	12.25
11	Debit	07/29/24	Pitney Bowes Postedge	quarterly lease payment	5620.00	201.06
12	Debit	07/29/24	U.S. Postal Service (meter)	Postage for Vitals Dept	5620.00	9.85
Total Interim Disbursements						\$ 1,376.04
DISBURSEMENTS TO VENDORS						
1	21563	08/12/24	Amazon Capital Services	Office supplies	5615.00	\$ 1,248.17
2	21580	08/12/24	AR Electric	damaged lights + LED flood fixtures	5005.00	1,260.00
3	21584	08/12/24	BCBS - Profile 43806	2024-08 insurance premiums	5880.00	5,081.93
4	21579	08/12/24	Berwyn General Assistance Fund	Payroll reimbursement	5326.00	1,022.58
5	21582	08/12/24	Berwyn Township	Shared employee reimbursement	5326.00	1,837.13
6	21565	08/12/24	Betsy Canedo	Reimbursements-keys, coffee, UPS	5615.00	61.29
7	21583	08/12/24	Konopus Executive Strategies LLC	Consulting on grant funding	5334.00	3,000.00
8	21572	08/12/24	Cintas	Janitor supplies	5605.00	239.75
9	21567	08/12/24	City of Berwyn - Water	monthly water	5710.00	64.88
10	21570	08/12/24	Comcast Business (Internet)	Internet 7/25/24-8/24/24	5720.00	159.90
11	21566	08/12/24	Dearborn Life Insurance Company	2024-08 insurance premiums	5880.00	63.10
12	21562	08/12/24	Eduardo Cabera	Reimbursement-garbage bags	5605.00	32.97
13	21561	08/12/24	Health Lab	Labs	5325.00	28.00
14	21576	08/12/24	Illinois Department of Public Health	2024-07 death and birth certificates	5430.00	520.00
15	21571	08/12/24	Johnny's Landscaping Services	grass cut for June, H/T split	5505.00	200.00
16	21573	08/12/24	Konica Minolta Business Solutions	Monthly lease	5515.00	258.72
17	21581	08/12/24	Lawrence Zdarsky	2024-08 Legal Services	5143.00	1,555.00
18	21568	08/12/24	McKesson Medical-Surgical	Medical Supplies	5610.00	138.33
19	21564	08/12/24	Nicor Gas	Monthly gas	5710.00	50.23
20	21578	08/12/24	Paldo Sign Co.	Annual maintenance 07/01/24 - 06/30/25	5007.00	660.00
21	21575	08/12/24	SBC Waste Solutions	Waste service	5325.00	326.15
22a	21574	08/12/24	Selden Fox, Ltd.	2024-08 Accounting Services	5105.00	1,975.00
22b				2024-08 Software	5615.00	275.00
23	21577	08/12/24	Stericycle	Monthly medical waste	5420.00	617.43
24	21569	08/12/24	Vision Service Plan	2043-08 insurance premiums	5880.00	156.99
Total Disbursements to Vendors						\$ 20,832.55
PAYROLL CHECKS & WITHHOLDINGS SUMMARY						
1	Board checks	07/29/24	Board checks	Gross board payroll - July	various	\$ 11,114.27
2	EFT	07/15/24	Gross Payroll	Gross payroll 7/1/24 - 7/15/24	various	9,714.52
3	EFT	07/15/24	Payroll withholdings	Payroll taxes - 7/1/24 - 7/15/24	various	743.17
4	EFT	07/15/24	Employer IMRF Obligation	IMRF match - 7/1/24 - 7/15/24	5835.00	82.58
5	EFT	07/31/24	Gross Payroll	Gross payroll - 7/16/24 - 7/31/24	various	19,609.01
6	EFT	07/31/24	Payroll withholdings	Payroll taxes - 7/16/24 -7/31/24	various	2,505.42
7	EFT	07/31/24	Employer IMRF Obligation	IMRF match - 7/16/24 - 7/31/24	5835.00	137.58
Total Payroll & Withholding Disbursements						\$ 43,906.55
Total Disbursements for Approval						\$ 66,115.14
Reconciled Cash Balance at 7/31/24-Citizens Bank						699,422.41

CERTIFICATE

August 12, 2024  
COOK COUNTY, ILLINOIS

We, the undersigned, members of the Board of the Berwyn Public Health District, Cook County, Illinois, certify and state as follows:

that we have this 12th day of August 2024 examined and approved the foregoing claims or charges against Berwyn Public Health District Fund and that we hereby approve said claims or charges and direct the Chairman to pay the same aforesaid vouchers and payroll consisting of 2 pages.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chairman

CERTIFICATE

I, the undersigned, Secretary of Berwyn Public Health District, Cook County, Illinois, certify and state as follows:

that the Board of the Berwyn Public Health District examined, reviewed, approved and directed the payment of the foregoing accounts on this 12th day of August 2024 and that the foregoing amounts are due to the organizations or persons stated above.

\_\_\_\_\_  
Secretary

Countersigned

\_\_\_\_\_  
Chairman



## AGENDA ITEM SUMMARY

AGENDA ITEM: **7**

<b>TITLE</b>	Statement of Receipts & Disbursements
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Brian Eagan, CPA   Senior Vice President, Selden Fox, Ltd.

SUMMARY	
Statement of revenues, expenditures, and changes in net assets – modified cash basis for the Health District Fund is attached for your review.	
ATTACHMENTS	
<ul style="list-style-type: none"><li>Statement of Revenues, Expenditures and Changes in Net Assets – Modified Cash Basis for the period April 1, 2024 through July 31, 2024.</li></ul>	

ACTION PROPOSED			
<b>X</b>	INFORMATION	DISCUSSION	REVIEW & APPROVAL
	OTHER		

# Selden Fox

Accounting for your future

One Parkview Plaza, Suite 710 | Oakbrook Terrace, IL 60181 | [www.seldenfox.com](http://www.seldenfox.com)  
p 630.954.1400 | f 630.954.1327 | [email@seldenfox.com](mailto:email@seldenfox.com)

## ACCOUNTANT'S COMPILATION REPORT

Board of Health  
Berwyn Public Health District  
Berwyn, Illinois

Management is responsible for the accompanying statement of revenues, expenditures, and changes in net assets – modified cash basis for the period April 1, 2024 through July 31, 2024 of **Berwyn Public Health District**. We have performed the compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this financial statement.

This financial statement is prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the entity's, revenues, expenditures, and changes in net assets. Accordingly, this financial statement is not designed for those who are not informed about such matters.

The supplementary budget information is presented for purposes of additional analysis and is not a required part of the basic financial statement. This information is the representation of management of **Berwyn Public Health District**. The information was subject to our compilation engagement, however, we have not audited or reviewed the information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to Berwyn Public Health District.

*Selden Fox, Ltd.*

August 7, 2024

**Berwyn Public Health District**  
**Statement of Revenues, Expenditures, and**  
**Changes in Net Assets - Modified Cash Basis**  
**April - July 2024**

	April - July 2024 Approved Budget		Remaining Budget	% of Budget
Income				
4000.00 Real Estate Taxes		-	-	
4100.00 Property Tax	\$ 130,867.34	\$ 745,000.00	\$ (614,132.66)	17.57%
4200.00 Replacement Tax	12,654.38	35,000.00	(22,345.62)	36.16%
4400.01 Fees, Rents and Others			-	
4400.00 Rental income	25,480.00	76,440.00	(50,960.00)	33.33%
4410.00 Vital Record Income	12,303.60	37,500.00	(25,196.40)	32.81%
4450.00 Clinic Fees & Income	488.00	2,000.00	(1,512.00)	24.40%
Total 4400.01 Fees, Rents and Others	38,271.60	115,940.00	(77,668.40)	33.01%
4440.00 Miscellaneous Income	115.97	5,000.00	(4,884.03)	2.32%
4600.00 Investment Income	34,950.10	15,000.00	19,950.10	233.00%
Total Income	216,859.39	915,940.00	(699,080.61)	23.68%
Gross Profit	216,859.39	915,940.00	(699,080.61)	23.68%
Expenses				
5000.00 Capital Outlay			-	
5005.00 Medical & Office Equipment	6,062.98	100,000.00	(93,937.02)	6.06%
5006.00 Roof and Building Improvements	700.00	150,000.00	(149,300.00)	0.47%
5007.00 Park Improvements and Equipment	-	8,000.00	(8,000.00)	0.00%
5010.00 Parking Lot Improvements	-	10,000.00	(10,000.00)	0.00%
Total 5000.00 Capital Outlay	6,762.98	268,000.00	(261,237.02)	2.52%
5100.00 Contractual Services			-	
5105.00 Accounting/Bookkeeping	7,900.00	23,700.00	(15,800.00)	33.33%
5106.00 Payroll Processing Fees	1,100.00	2,400.00	(1,300.00)	45.83%
5115.00 Annual Audit	-	7,250.00	(7,250.00)	0.00%
5120.00 Association Dues	132.00	2,000.00	(1,868.00)	6.60%
5135.00 Gen Liab, Work Comp, Prop Ins	-	23,500.00	(23,500.00)	0.00%
5140.00 Legal Expense	1,350.00	7,500.00	(6,150.00)	18.00%
5143.00 Health District Attorney	6,165.00	19,000.00	(12,835.00)	32.45%
5144.00 IT Services	-	10,000.00	(10,000.00)	0.00%
5150.00 Website Services	-	5,000.00	(5,000.00)	0.00%
5160.00 Rodent Abatement Agreement	-	40,000.00	(40,000.00)	0.00%
5185.00 Contractual Services - Vision/Hearing	-	6,000.00	(6,000.00)	0.00%
5190.00 Contractual Services - Dental	-	15,000.00	(15,000.00)	0.00%
5195.00 Contractual Services - Pediatrri	-	20,000.00	(20,000.00)	0.00%
Total 5100.00 Contractual Services	16,647.00	181,350.00	(164,703.00)	9.18%
5300.00 Health Programs			-	
5310.00 Lead Awareness Program	-	2,500.00	(2,500.00)	0.00%

**Berwyn Public Health District**  
**Statement of Revenues, Expenditures, and**  
**Changes in Net Assets - Modified Cash Basis**  
**April - July 2024**

	<b>April - July 2024</b>	<b>Approved Budget</b>	<b>Remaining Budget</b>	<b>% of Budget</b>
<b>5315.00 Clinics</b>	1,020.25	10,000.00	(8,979.75)	10.20%
<b>5320.00 Spec. Program - Flu</b>	-	19,000.00	(19,000.00)	0.00%
<b>5325.00 Spec. Programs - Other</b>	18,446.97	40,000.00	(21,553.03)	46.12%
<b>5325.02 Special Program-Combined Veteran</b>	-	4,000.00	(4,000.00)	0.00%
<b>5325.03 Berwyn Holiday Fund</b>	-	4,000.00	(4,000.00)	0.00%
<b>5325.04 Senior Breakfast</b>	-	1,500.00	(1,500.00)	0.00%
<b>5325.05 Sunday Market</b>	749.36	10,000.00	(9,250.64)	7.49%
<b>5325.06 Marketing and Promotion</b>	-	5,000.00	(5,000.00)	0.00%
<b>5326.00 Spec. Programs - Intergov</b>	9,971.29	35,000.00	(25,028.71)	28.49%
<b>5328.00 Special Programs-Emergency Prep</b>	7,658.95	10,000.00	(2,341.05)	76.59%
<b>5332.00 Special Prg. - Eyes for Educati</b>	1,872.00	6,500.00	(4,628.00)	28.80%
<b>5334.00 Special Prg.-Health Grants</b>	32,929.00	80,000.00	(47,071.00)	41.16%
<b>5336.00 Health Families</b>	-	100,000.00	(100,000.00)	0.00%
<b>5337.00 Infrastructure Initiatives</b>	-	1,000,000.00	(1,000,000.00)	0.00%
<b>5340.00 Participatory Budget</b>	-	17,000.00	(17,000.00)	0.00%
<b>5346 New Programs and Initiatives</b>	-	600,000.00	(600,000.00)	0.00%
<b>Total 5300.00 Health Programs</b>	<b>72,647.82</b>	<b>1,944,500.00</b>	<b>(1,871,852.18)</b>	<b>3.74%</b>
<b>5400.00 Other Expenditures</b>			-	
<b>5405.00 Conference/Education Expenses</b>	-	4,500.00	(4,500.00)	0.00%
<b>5410.00 Contingencies</b>	857.92	5,000.00	(4,142.08)	17.16%
<b>5413.00 Transaction Processing Fees</b>	-	6,500.00	(6,500.00)	0.00%
<b>5420.00 Medical Waste Disposal</b>	8,377.98	7,500.00	877.98	111.71%
<b>5425.00 Official's Bonds</b>	-	3,500.00	(3,500.00)	0.00%
<b>5430.00 Death Surcharge Fee</b>	1,400.00	7,500.00	(6,100.00)	18.67%
<b>Total 5400.00 Other Expenditures</b>	<b>10,635.90</b>	<b>34,500.00</b>	<b>(23,864.10)</b>	<b>30.83%</b>
<b>5500.00 Repairs and Maintenance</b>			-	
<b>5505.00 Building Maintenance</b>	3,799.26	25,000.00	(21,200.74)	15.20%
<b>5510.00 Janitorial Service</b>	-	3,000.00	(3,000.00)	0.00%
<b>5515.00 Equipment Maintenance Agreement</b>	1,241.22	4,000.00	(2,758.78)	31.03%
<b>5530.00 Snow Removal</b>	695.00	3,500.00	(2,805.00)	19.86%
<b>Total 5500.00 Repairs and Maintenance</b>	<b>5,735.48</b>	<b>35,500.00</b>	<b>(29,764.52)</b>	<b>16.16%</b>
<b>5600.00 Supplies and Materials</b>			-	
<b>5605.00 Janitorial Supplies</b>	3,970.22	2,500.00	1,470.22	158.81%
<b>5610.00 Medical Supplies</b>	3,922.30	3,000.00	922.30	130.74%

**Berwyn Public Health District**  
**Statement of Revenues, Expenditures, and**  
**Changes in Net Assets - Modified Cash Basis**  
**April - July 2024**

	<b>April - July 2024</b>	<b>Approved Budget</b>	<b>Remaining Budget</b>	<b>% of Budget</b>
<b>5615.00 Office Supplies and Expense</b>	5,622.03	10,000.00	(4,377.97)	56.22%
<b>5620.00 Postage and Meter Rental</b>	732.81	3,000.00	(2,267.19)	24.43%
<b>5625.00 Printing and Publication</b>	1,026.50	10,000.00	(8,973.50)	10.27%
<b>Total 5600.00 Supplies and Materials</b>	<b>15,273.86</b>	<b>28,500.00</b>	<b>(13,226.14)</b>	<b>53.59%</b>
<b>5700.00 Utilities</b>			-	
<b>5710.00 Heat, Light and Water</b>	809.08	4,000.00	(3,190.92)	20.23%
<b>5720.00 Telephone</b>	2,232.73	10,000.00	(7,767.27)	22.33%
<b>Total 5700.00 Utilities</b>	<b>3,041.81</b>	<b>14,000.00</b>	<b>(10,958.19)</b>	<b>21.73%</b>
<b>5800.00 Payroll Expenses</b>			-	
<b>5815.00 Chairman</b>	14,666.68	46,000.00	(31,333.32)	31.88%
<b>5816.00 Secretary</b>	11,400.00	36,200.00	(24,800.00)	31.49%
<b>5817.00 Treasurer</b>	11,400.00	36,200.00	(24,800.00)	31.49%
<b>5820.00 Clerks</b>	28,084.75	162,750.00	(134,665.25)	17.26%
<b>5829.0 Interns</b>	6,264.00	45,000.00	(38,736.00)	13.92%
<b>5830.00 Health Director</b>	6,990.40	24,000.00	(17,009.60)	29.13%
<b>5831.00 Taxes - Employer FICA</b>	10,086.91	45,000.00	(34,913.09)	22.42%
<b>5832.00 Taxes - Employer Medicare</b>	2,347.88	10,000.00	(7,652.12)	23.48%
<b>5833.00 Taxes - SUTA</b>	2,364.37	3,000.00	(635.63)	78.81%
<b>5835.00 Retirement Contribution</b>	883.04	15,000.00	(14,116.96)	5.89%
<b>5840.00 Inspectors</b>	15,679.60	110,250.00	(94,570.40)	14.22%
<b>5841.00 Environmental Health Practitioner</b>	21,467.93	65,000.00	(43,532.07)	33.03%
<b>5845.00 Janitor</b>	8,170.30	30,000.00	(21,829.70)	27.23%
<b>5860.00 Public Health Nurses</b>	39,282.95	147,000.00	(107,717.05)	26.72%
<b>5880.00 Grp Health, Vision, Dental Ins</b>	20,600.34	90,000.00	(69,399.66)	22.89%
<b>Total 5800.00 Payroll Expenses</b>	<b>199,689.15</b>	<b>865,400.00</b>	<b>(665,710.85)</b>	<b>23.07%</b>
<b>Total Expenses</b>	<b>330,434.00</b>	<b>3,371,750.00</b>	<b>(3,041,316.00)</b>	<b>9.80%</b>
<b>Net Operating Income</b>	<b>(113,574.61)</b>	<b>(2,455,810.00)</b>	<b>2,342,235.39</b>	<b>4.62%</b>
<b>Net Income</b>	<b>(113,574.61)</b>	<b>\$ (2,455,810.00)</b>	<b>\$ 2,342,235.39</b>	<b>4.62%</b>
<b>Beginning net assets</b>	<b>2,824,811.50</b>			
<b>Ending net assets</b>	<b>\$ 2,711,236.89</b>			



## AGENDA ITEM SUMMARY

AGENDA ITEM: **9-A**

<b>TITLE</b>	Electronic Medical Record Project Update and eClinicalWorks Agreement
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Betsy Canedo, RN

SUMMARY	
ATTACHMENTS	
<ol style="list-style-type: none"><li>1. Cover letter from Dr. Wainer</li><li>2. Comparison of top 2 EMR vendors reviewed</li><li>3. eClinicalWorks Software License and Support Agreement</li></ol>	

ACTION PROPOSED				
<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	DISCUSSION	<input checked="" type="checkbox"/> REVIEW & APPROVAL
<input type="checkbox"/>	OTHER			



9-A #1

August 6, 2024

**RE: EMR Acquisition & Berwyn Wellness Program updates, and Request to Approve eClinicalWorks Agreement**

Dear Health Board Members,

Since the end of 2023, we have been conducting interviews with various EHR vendors. The process has included Betsy, Mabel, and Dr Wainer. Dr Lori Weiss also has been helping with this process. As part of these interviews, we have done many demos that have allowed us to experience these platforms and learn how they truly function.

We proposed an RFP which was approved by the Board on January 23, 2024. All RFPs were sent out between January 24th and February 20th.

The use of the EMR will be in 2 phases: the first phase will be for us for the Berwyn Wellness Program and monthly consults done at the Health department. Phase 2 will occur once the health Department secures a clinician to actively see patients. Phase 2 will require the use of a billing service, and a clearing house and will require ACH payments for services. Clinicians will have to be enrolled and paneled in insurance companies.

EMRs that we have evaluated:

- Athena
- Elation
- Cerbo
- Practice Fusion
- e-Clinical
- CDP

All EMRs have an ongoing monthly fee for support, maintenance, and upgrades. No EMR can be bought outright.

The following are crucial features which needed to be included in the EMR:

- Telehealth
- Patient Portal
- Clearing house/ billing services
- Easy to use Templates
- Integration with Health Lab and ICARE
- Electronic medication refills
- Remote access
- Reasonable cost
- Excellent training and ongoing support

**We recommend that the board approve the Agreement with eClinicalWorks. This vendor has all the required EMR features, and we received positive feedback on user experience.**

## **TIMELINE**

- **2/1/2024-2/16/24**

- Do virtual demos two demos per week
- Need demo dates by 2/5/24

- **2/22/24**

Dr. Wainer E Clinical Works I works demo.

- **Week of 2/26/24**

Contact all vendors with detailed questions by Zoom/phone or email to clarify questions.

- **3/6/24**

- Meeting to narrow down the list of vendors to 3 vendors
- Send notes on progress to Health Board for March meeting

- **8/12/24**

Present Health Board with EMR recommendation.

- **September-October, 2024**

Begin the process of transitioning into EMR. Begin the process of training and obtaining the needed equipment.

Since the EMR will be cloud-based there will be no servers on site. However, we will need to purchase hardware including but not limited to laptops, desktops, tablets, and a robust wireless network. In addition, we will need a new printer/scanner that is capable of interfacing with EMR and which has email and faxing capabilities but most importantly, that is HIPPA compliant.

- **4<sup>th</sup> Quarter, 2024**

Obtain EMR training on the use of the EMR.

- **1<sup>st</sup> Quarter, 2025**

Go live/ EMR up and running.

## **The Berwyn Wellness Program**

This program has been discussed previously with the Board. It cannot proceed without access to an EMR. As proposed, the program will be a pro bono program where clinicians provide mental health care, and in some cases, medication management by physicians on a voluntary basis. We have applied for a grant from the Mental Health Board to provide a stipend to the clinicians to help offset malpractice, continuing education, or other associated expenses. In the future we might employ one therapist, this depends on the demand. The staff will see patients either in person or via telemedicine. At this time, we are not going to search for a commitment by specific clinicians until we are able to have a working EMR and a more specific timeline. Currently, we have made outreach to multiple schools and therapists. As of this date, we have no commitments however we have some level of interest which will have to be stimulated over time. We will promote this program to the community, we will need a robust social media presence.

Respectfully Submitted,

Brad Wainer, D.O.

Medical Director, Berwyn Public Health District

	eclinicalWorks	Elation
Contact information	ronald.toth@eclinicalworks.com	brendan.carney@elationhealth.com
Cost per provider fulltime	\$749.00 (20 hours per week) With AI bundle	\$699.00 (3+ days a week)
Cost per residents	\$100.00	\$215.00
Cost for non-prescribers (social workers, physical therapists, nutritionists)	\$399.00	\$215.00
ICare interface	included	included
Cost for nurses, medical assistants, receptionist	0	\$215.00
Clearinghouse Billing purposes	TBD	TBD
EPCS (eprescribe membership)	\$250 per provider yearly	TBD
Telehealth with 2 to 3 users	\$2.00 per telehealth session capped at \$100 provider per month	Zoom Health(\$25.00 per provider per month)
Patient Portal	included	included
eFax	\$50.00 a month cloud fax	included
Custom Templates	Can create no additional cost	IntakeQ a month+\$9 additional forms
Commitment requirement-contract	3-5 years	Minimum 1-year commitment

Providers per month will fluctuate.

The EMR will have an ongoing monthly fee for support, maintenance, and upgrades. No EMR can be bought outright.

## *EMR Project 2024*

Since the EMR will be cloud-based, we will have no on-site servers. We will need to purchase hardware, including but not limited to laptops, desktops, and tablets. We will also need to upgrade the wireless network. Additionally, we will need a new printer/scanner that can interface with EMR and has faxing and emailing capabilities. It also needs to be HIPAA compliant.

Please take note of the following information:

### Hardware:

- 4 new laptops
- 3 desktops
- 5 tablets
- 1 new printer/scanner with a new fax number

### Printer/Scanner:

We will be upgrading the current printer. The cost will range from \$171.00 to \$181.70, billed quarterly.

### IT Support:

We must create a Request for Proposal (RFP) for IT support. This is a crucial part of starting this program. IT support would be on a part-time basis.

#### 1. Internet

- Wireless for 1st floor
- Bandwidth evaluation for internet access
- Pending tech consultation

#### 2. Social Media

- Development of Facebook & Instagram pages
- Creation of a dedicated website

### Short-term project:

1. Scanning old records into EMR
2. The transition from paper charting

We are expecting the EMR system to be in the price range of \$30,000

# eClinicalWorks

## eClinicalWorks® Software License and Support Agreement

### eCW/Practice Details:

eClinicalWorks Details	
Agreement prepared by:	Christopher Bright
Demo completed by: a	Ron Toth

Practice Details	
Customer Name:	Berwyn Public Health Department
Customer Address:	6600 W. 26 <sup>th</sup> Street
Customer Tel/Email:	Berwyn, IL 60402
Contact Name:	708-765-4543/bwainer@pricare.org
Number of Locations:	Bradford S. Wainer D.O.
	1

Provider Details	FTE Calculation	Named Providers	Full Time Equivalent (FTE)
<b>Full Time Provider</b> "Full Time Provider" means a Provider that is licensed to use the Software without a limit on the number of days a week and is considered 1.0 FTE each.	1.00 FTE each	1	1.00
<b>Part Time Provider</b> "Part Time Provider" means any Provider that is licensed to use the Software up to 2 days per week is equal to 0.5 Full Time Equivalent Providers (FTE) each.	0.50 FTE each	4	2.00
<b>Resident</b> "Resident" is a Student who is practicing medicine under the supervision of a fully licensed Provider who is contracted for a license with eClinicalWorks. A Resident must have a licensed Provider sign off on all Resident progress notes and any billing would be under this Provider who is supervising.	N/A Flat Rate	0	Not applicable. Flat rate of \$50 per month, per Resident
<b>Total</b>		<b>5</b>	<b>3.00</b>

\*Notwithstanding the forgoing, the first Provider in the practice will be considered Full Time Provider at 1.0 FTE.

## Package:

### Key

- ✓ Included
- not included

Please select one option

Package*	Accept	Accept	Accept
	EMR & PM	EMR & PM Plus	EMR & PM Plus with AI Bundle
<b>Core</b>			
eClinicalWorks Comprehensive EHR			
eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboard, ePrescribing* and Formulary Checking and Registry Reporting.	✓	✓	✓
eClinicalWorks Practice Management (PM)	✓	✓	✓
EBO Viewer	✓	✓	✓
Cloud	✓	✓	✓
eClinicalWorks P2P	✓	✓	✓
eClinicalMobile	✓	✓	✓
Patient Engagement			
Patient Portal	✓	✓	✓
eClinicalMessenger (per message fee below applies)†	✓	✓	✓
healow Telehealth Solutions Package (per healow TeleVisit and h2h encounter fee below applies)‡	✓	✓	✓
healow app	✓	✓	✓
healow Insights	✓	✓	✓
Services			
24x7 Support	✓	✓	✓
Maintenance	✓	✓	✓
MIPS Quality Performance Category – Claims Data	✓	✓	✓
Sunoh.ai (transactional fees apply)§	✓	✓	✓
eClinicalScribe	✓	✓	✓
<b>Added Value Bundle</b>			
MIPS Reporting and up to 4 hours of MIPS consultation	-	✓	✓
Mobile speech recognition for iPad, iPhone & Android phones	-	✓	✓
eClinicalTouch (iPad App for eClinicalWorks)	-	✓	✓
Kiosk	-	✓	✓
Intelligent Medical Objects (IMO)	-	✓	✓
Patient Education	-	✓	✓
<b>AI Bundle</b>			
AI Assistant with Generative AI			
Front office assistant, working hours assistant, registry assistant, setting finder, eva AI, messaging assistant, visit summary assistant, lab-letter assistant and Robotics Process Automation (RPA) AI driven multi-screen navigation using Playlist.	-	-	✓
AI Assistant for PRISMA	-	-	✓
AI Assistant for Images (transactional fees apply)§	-	-	✓
<b>Pricing</b>			
Monthly Fee per Full Time Equivalent (FTE)	\$599	\$699 \$649	\$799 \$749

\* Tax not included. Sales tax will be charged unless a sales tax exemption certificate is presented.

† If Customer requires Electronic Prescribing of Controlled Substances (EPCS) then Customer must select an EPCS service in the optional section of this Agreement.

‡ eClinicalMessenger: Messages will be billed monthly at the rate of \$0.10 per message.

¶ Telehealth Solutions Package: \$2 per healow TeleVisit and h2h encounter or \$100 multiplied by the total number of Provider(s) per month, whichever is lower.

# Sunoh.ai transactional fee: \$1.99 \$1.25 per Sunoh.ai Visit.

§ AI Assistant for Images: First 1000 pages/images per month included additional pages/images are \$0.04 per page/image.

## Implementation Services:

Implementation Service*	Cost	Quantity	Total
Installation	\$1,000 per day	2 days	\$2,000
Training	\$1,000 per day	5 days	\$5,000
<b>Total Implementation*</b>			<b>\$7,000 Included</b>

\* All services will be done online unless otherwise mutually agreed to. Onsite services will cost an additional \$350 per diem plus airfare will be billed separately for any onsite service. Training must be used by the Customer in consecutive business days unless mutually agreed to.

\*Implementation service days/hours are to be used within six (6) months of go-live or within twelve (12) months of the Effective Date, whichever comes first. Any unused days will be forfeited beyond that timeframe. Any additional services will be for an additional fee.

\*Rollout items in the AI Bundle will begin in 2024.

## Optional Items:

Clearinghouse				
Please select a Clearinghouse: Contracting and payer enrollment is required with the clearinghouse selected. The partnered clearinghouse will invoice Customer directly for all services in accordance with the invoicing schedule. Pricing may be subject to change and final pricing will be on Customer's agreement with the clearinghouse. Setup and Configuration of one Partner Clearinghouse included. Any future clearinghouse switch (to another partner) will have additional fees for re-configuration and setup.				
Change Healthcare	Cost per Named Provider per month			\$79
	Unlimited Insurance Eligibility/IE (270/271)			✓
	Unlimited Paper & Electronic Claims (837)			✓
	Real-time Professional Claim Scrubbing			✓
	Unlimited Clearinghouse Claim Status Reports (277CA)			✓
	Unlimited Electronic Remittance Advice/ERA (835)			✓
				NOT AVAILABLE AT THIS TIME
TriZetto	Cost per Named Provider per month	\$199	\$138	\$89
	Unlimited Enhanced Insurance Eligibility/IE (270/271)	✓	✓	✓
	Electronic Claims (837) number of claims is subject to TriZetto's excessive use policy	✓	✓	✓
	Unlimited Paper Claims	✓	✓	✓
	Real-time Claim Scrubbing	✓	✓	✓
	Unlimited Clearinghouse Claim Status Reports (277CA, 999)	✓	✓	✓
	Standard Alerts	✓	✓	✓
	Unlimited Electronic Remittance Advice/ERA (835)	✓	✓	✓
	Claim Status Inquiry (CSI)	✓	✓	✓
	Authorizations (278)	✓	✓	✓
	Auto Appeals	✓	✓	
	Advanced Alerts	✓	✓	
	paperResolve	✓	✓	
	Advanced Reimbursement Manager	✓	✓	
	Analytics Lite		✓	
	Advanced Coding Edits	✓		
	PRE OR Pricer	✓		
	Contract Manager	✓		
	Insurance Eligibility Discovery	✓		
	Analytics + (Plus)	✓		
		___Accept	___Accept	___Accept
	Workers Comp Claims (Electronic Claims with PWK and manual attachments upload):			
	• \$0.85 per claim (includes all attachments)			___Accept
Waystar	Cost per Named Provider per month	\$129		\$79
	Unlimited Insurance Eligibility/IE (270/271)	✓		✓
	Unlimited Paper & Electronic Claims (837)	✓		✓
	Real-time Professional Claim Scrubbing	✓		✓
	Unlimited Clearinghouse Claim Status Reports (277CA)	✓		✓
	Unlimited Electronic Remittance Advice/ERA (835)	✓		✓
	Unlimited Standard Claim Alerts	✓		✓
	All claim types supported including Dental	✓		✓
	Advanced Alerts	✓		
	Denial + Appeal Management	✓		
	Claim Monitoring	✓		
	Claim Monitoring, Patient Estimation and Advanced Propensity to Pay (Not available for dental claims).	✓		
		___Accept	___Accept	

Patient Statements Selection***	
<b>healow Patient Statements</b> <b>Digital and Paper Statements</b> <ul style="list-style-type: none"> <li>Digital statements will be sent to the patient by text through eClinicalMessenger*</li> <li>Customer must enroll with healow Payment Service (hPS) in order for patients to pay their bills online. Cost of healow Payment Service is 3.49% of the total payment plus \$0.30 per transaction. **</li> <li>If the patient does not pay the invoice within five (5) days or other timeframe as defined by Customer within the system of the digital statement being sent to patient, then a paper statement will be mailed to the patient. Cost for the paper statement is \$0.81 single page, \$0.17 per additional page. \$20.00 per month per practice minimum.</li> </ul>	____ Accept
<b>Change Healthcare Statements***</b> <ul style="list-style-type: none"> <li>\$0.7513 single page, \$0.1936 additional page(s), \$0.04 per page - backside printing, variable data (Duplex)</li> </ul>	NOT AVAILABLE AT THIS TIME
<b>TriZetto Statements***</b> <ul style="list-style-type: none"> <li>\$0.78 single page, \$0.16 additional page(s), \$20.00 per month per practice minimum</li> </ul>	____ Accept
<b>Waystar Statements***</b> <ul style="list-style-type: none"> <li>\$0.79 single page, \$0.16 additional page(s)</li> </ul>	____ Accept
<p>*eClinicalMessenger fees will apply for the text message.</p> <p>**Customer must enroll for hPS through the payment vendor. Customer is subject to the payment vendor's application criteria – if Customer is not deemed eligible, Customer cannot use hPS, and eClinicalWorks will terminate patient statement services. Vendor will invoice Customer directly for all healow Payment Services. Increases in the costs of materials, shipping, and postage may result in increased costs to Customer.</p> <p>***Contracting is required with the patient statement vendor. The partnered patient statement vendor will invoice Customer directly for the patient statement service.</p> <p>***Additional vendors are available for patient statement and workers comp claims. Please visit <a href="https://www.eclinicalworks.com/about-us/partners/back-office/">https://www.eclinicalworks.com/about-us/partners/back-office/</a></p>	

Fax	
<b>Analog Fax:</b> <ul style="list-style-type: none"> <li>No additional charge from eClinicalWorks.</li> <li>Customer must have an analog fax line.</li> <li>Customer is responsible to procure peripherals devices such as fax servers as further described in hardware requirements.</li> </ul>	____ Accept
<b>Cloud Fax:</b> <ul style="list-style-type: none"> <li>\$50 per month per line*</li> </ul> <p>*Minimum \$50.00 per month per line covers up to 1000 pages per line. After that point every fax will be \$.04 per page. If customer cancels any fax services with eClinicalWorks, Customer understands and agrees that the fax number will no longer be available for Customer. One line may be either incoming and outgoing, outgoing only or incoming only. If Customer requests eClinicalWorks to port their existing number, then additional fees will apply and the existing carrier must allow number porting to eClinicalWorks.</p>	____ Accept

healow Open Access	
<b>\$49 per Provider per month*</b> <b>healow Open Access - Online Appointment booking</b> <ul style="list-style-type: none"> <li>eClinicalWorks will provide HTML code to the practice to add a link for Healow Open Access to be added onto the Customer website.</li> <li>Patients may book appointments online with the Customer's Providers that are using the eClinicalWorks EMR.</li> <li>Customer will have the ability to respond to incoming healow Open Access appointment requests within the eClinicalWorks EMR.</li> </ul> <p>*Customer will be billed monthly for any Provider that has any appointment(s) requested or scheduled through healow Open Access in that month. If no appointments are requested or booked, then there is no charge for that Provider for that month.</p>	____ Accept

<b>EPCS Service*</b>	
<b>Package one: One-year subscription</b> <ul style="list-style-type: none"> <li>• \$250 per Named Provider per year</li> <li>• One-year subscription to EPCS authentication service</li> <li>• One hardware OTP token</li> <li>• Identity proofing</li> <li>• Optional phone binding for activation of a spare or replacement token</li> </ul> Free shipping, and free replacement of a defective, lost, or stolen token	____ Accept
<b>Package two:</b> <ul style="list-style-type: none"> <li>• \$275 per Named Provider per year</li> </ul> All items in the one-year subscription package plus one spare hardware OTP token included	____ Accept
*Subscription will auto-renew on an annual basis unless Customer cancels the subscription on the Exostar portal prior to auto-renewal.	

<b>Interfaces</b>	
<b>Quest Interface**</b> <ul style="list-style-type: none"> <li>• Cost: eClinicalWorks will invoice Quest</li> <li>• Format: HL7</li> <li>• Interface: Laboratory orders outbound and laboratory results inbound</li> </ul>	____ Accept
<b>LabCorp Interface**</b> <ul style="list-style-type: none"> <li>• Cost: eClinicalWorks will invoice LabCorp</li> <li>• Format: HL7</li> <li>• Interface: Laboratory orders outbound and laboratory results inbound</li> </ul>	____ Accept
<b>Health Lab**</b> <ul style="list-style-type: none"> <li>• Onetime Cost: \$5,000</li> <li>• Annual Maintenance: 18% of the Onetime Cost (\$900)</li> <li>• Format: HL7</li> <li>• Interface: Laboratory orders outbound and laboratory results inbound</li> </ul>	____ Accept
<b>Hospital Interoperability**</b> <ul style="list-style-type: none"> <li>• Cost: Interoperability with one hospital included in Cloud Subscription EMR&amp;PM Package and EMR&amp;PM Plus package in this Agreement.</li> <li>• Format: specifications listed on <a href="https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/">https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/</a></li> <li>• Interfaces include: 1 Laboratory orders outbound and laboratory results inbound interface, 1 Radiology orders outbound and radiology results inbound interface and 1 Departmental Reports inbound interface</li> </ul>	____ Accept Hospital Name: _____
<b>CommonWell and/or Carequality**</b> <ul style="list-style-type: none"> <li>• CCDA bidirectional through CommonWell and/or Carequality for participating hospitals.</li> </ul>	____ Accept
<p>**In order to complete the Interface, Interface Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the interface without the necessary assistance and support from Interface Vendor. In addition, third-party software may be required for the interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor software or otherwise with respect to any obligations of Interface Vendor or any third-party vendor. Customer also understands that the timeframe for completion of the interface is contingent upon both the availability of eClinicalWorks and Interface Vendor and scope of the interface. If Interface Vendor is unable or unwilling to support the interface based on eClinicalWorks specifications, then the interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the interface or its completion. If the scope of the interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. Interfaces may not be substituted. Additional fees will apply if Customer requests different interfaces.</p>	

## Terms and Conditions:

This Software License and Support Agreement ("Agreement") is entered into and made effective as of the Effective Date by and between Customer and eClinicalWorks, LLC ("eClinicalWorks"). This Agreement must be executed within 30 days from July 24, 2024 to be valid. If this Agreement hasn't been signed within 30 days of issuance, please contact Sales at eClinicalWorks for a new agreement.

### 1. Definitions

- a. "AI Assistant with Generative AI" means:
  - i. A product that enables Customer to interact with the eClinicalWorks Software using natural language AI Assistant and to translate content to and from other languages, and access virtual support using LLM within eClinicalWorks EMR and/or eClinicalWorks PM in the following areas:
    - 1. Front office assistant
    - 2. Working hours assistant
    - 3. Registry assistant
    - 4. Setting finder
    - 5. Eva AI
    - 6. eClinicalMobile assistant
    - 7. Messaging assistant
    - 8. Visit summary assistant Currently (available in Spanish. eClinicalWorks may add or remove languages at its sole discretion)
    - 9. Lab letter assistant (available in Spanish. eClinicalWorks may add or remove languages at its sole discretion)
  - ii. Robotics Process Automation (RPA) AI driven multi-screen navigation using Playlist.
- b. "AI Assistant for Images" means functionality that analyzes documents and extracts content from scanned documents, images and/or fax inbox documents to allow for document categorization and referral creation using cognitive AI service.
- c. "AI Assistant for PRISMA" means a product that enables Customer to generate highlights on Prisma records.
- d. "Confidential Information" means all technical, business, and other information of one party (the "Disclosing Party") disclosed to or obtained by the other party (the "Receiving Party") in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.
- e. "Data Migration" includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab, family history, past medical history, social history and surgical history. Customer is responsible for providing the data. eClinicalWorks will assist in the process if required. If any of the data cannot be extracted by eClinicalWorks, the Customer is responsible for providing discrete data to eClinicalWorks in Microsoft® Excel® or CSV format and Progress Notes and scanned documents in the PDF format. During data migration, if any files are found to be corrupt or infected by malware/viruses, such files will not be transferred onto the eClinicalWorks cloud database. Customer is responsible to maintain full copy of Customer's original data that is provided to eClinicalWorks.
- f. "Documentation" means the user and technical manuals and other documentation provided or made available to Customer describing the Software features, functionalities, requirements and specifications.
- g. "eBO Viewer" means the canned reports which are included with the Software.
- h. "eClinicalMessenger" is a messaging service that enhances communication between the doctor and the patient.

- i. “eClinicalMobile” means functionality available through smart phone: Checking schedules, reviewing telephone and web messages, e-prescribing, examining lab results, charge capture at the point of service.
- j. “eClinicalTouch” is an iPad app that combines the most-used features of the eClinicalWorks EMR.
- k. “eClinicalWorks P2P” allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), share patient demographics and securely communicate with other physicians across city, state and region.
- l. “eClinicalWorks Scribe” is functionality which converts unstructured text into structured progress notes.
- m. “eClinicalWorks Virtual Assistant” or “EVA” provides ability for end user to type in commands and retrieve responses. Full list of commands are available in the eClinicalWorks EVA help manual.
- n. “Effective Date” is the date of the last signature below.
- o. “Electronic Medical Records” or “EMR” includes Front Office, Mid Office and Document Management.
  - i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
  - ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs, diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
  - iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.
- p. “EMR Go-Live” occurs when at least one user from the customer engages in training or in one of the following activities within the Software: the creation of a patient or appointment, documentation on a progress note, generation of prescription, order entry, sending or receiving orders, scanning documents, sending or receiving faxes, generating referral requests, or generating letters to patients.
- q. “ePrescribing” includes electronic prescribing and formulary checking through Surescripts.
- r. “healow Insights” means data exchange between payor and pharmacy benefit manager partnered with eClinicalWorks/healow.
- s. “healow TeleVisits” are scheduled appointments through a platform for a secure two-way video visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.
- t. “hello2healow” or “h2h” means an ad hoc visit through a platform for a secure two-way video and/or audio visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.
- u. “Hosting” means the hosting service that will be provided by eClinicalWorks. The eClinicalWorks Hosting Addendum is attached hereto as Exhibit A.
- v. “Initial Term” begins upon the Effective Date and ends sixty (60 months) after the Effective Date.
- w. “Installation” is the service where the eClinicalWorks software is being installed on the hardware.
- x. “Intelligent Medical Objects<sup>1</sup>” is a smart search for ICD-10<sup>2</sup> codes and is recommended for ICD10.

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<sup>1</sup> IMO, INTELLIGENT MEDICAL OBJECTS, IMO ANYWHERE, and IPL are registered trademarks of Intelligent Medical Objects, Inc. All Rights Reserved.

<sup>2</sup> The World Health Organization is the copyright holder of ICD-10

- y. "Interface Vendor" means a third party vendor that has software with which the eClinicalWorks Software interfaces.
- z. "IP Rights" means (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, (ii) rights in trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered, (iv) rights in software, databases and documentation, (v) trade secrets, (vi) rights in Internet domain names, uniform resource locators and e-mail addresses, (vii) rights in semiconductor topographies (mask works), registered or unregistered, (viii) know-how, and (ix) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.
- aa. "Kiosk" is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.
- bb. "Maintenance" includes maintaining and improving the functionality of the Software with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-10 and CPT4) with period upgrades.
- cc. "Minimum Number of FTE Providers" means the number of Full Time Equivalent Providers listed on page 1 on the Effective Date. The Minimum Number of FTE Providers may not be lowered during the term of the Agreement.
- dd. "Minimum Fee" means the Minimum Number of FTE Providers times the selected Package rate listed on page 2.
- ee. "MIPS Dashboards" or "Merit-Based Incentive Payment System Dashboards" are dashboards that provide performance data for participating eligible clinicians (EC) for quality and Promoting Interoperability (PI) performance categories and displays the selected Improvement Activities as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act's (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.
- ff. "MIPS Quality Performance Category – Claims Data Submission Mechanism" means Customer to submit Quality-Data Code (QDC) and Current Procedural Terminology (CPT<sup>3</sup>) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.
- gg. "MIPS Reporting" means Customer can submit the MIPS data (quality, promoting interoperability (PI) and/or improvement activities (IA)) using the MIPS Submission tool provided by eClinicalWorks. Data is aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks that all data for the given measure to be submitted accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS. If Customer is using eClinicalWorks for only a portion of the calendar year, then Customer is required to provide QRDA 1 file from the previous EHR vendor in order to generate full year reporting.
- hh. "Patient Portal" includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from patients, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR)
- ii. "PM Go-Live" occurs when at least one user from the customer engages in training or in one of the following activities within the Software: the creation of a patient or appointment, sending claims, posting payments, generating , or generating reports.

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<sup>3</sup> CPT is a registered trademark of the American Medical Association

- jj. "Practice Management" or "PM" means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.
- kk. "Providers" mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Ophthalmologist, Therapists (including but not limited to: Opticians Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists and Marriage and Family Therapists), Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors (including but not limited to Mental Health Counselors), Mental Health Practitioners, Neurophysiologists, Certified Registered Nurse Anesthetist (CRNA), care managers, care coordinators, Podiatrists and other individual that is employed by or under contract with Customer to provide services and/or bill within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, or Nurses (other than those who provide services and/or bill), and (hereinafter referred to as "Customer Personnel"). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider.
- ll. "Software" means the applications that Customer is contracting for under this Agreement.
- mm. "Subscription Fee" means the ongoing fee agreed to by Customer in the Package Summary section herein.
- nn. "Sunoh.ai" means functionality that uses ambient listening during a patient visit and generates a draft of the conversation between Provider and patient. The Provider will then review and correct the details for completeness and accuracy.
- oo. "Support" includes telephone and online support of the Software.
- pp. "Sunoh.ai Visit " is any in person or virtual appointment where Sunoh.ai is used.
- qq. "Training" means the training done by an eClinicalWorks certified trainer.

## 2. Payment Terms

- a. Ongoing fees: The first month payment is due within 30 days of the Effective Date. Future ongoing fees will begin upon EMR Go-Live and/or PM Go-Live and are due and payable monthly in advance via electronic funds transfer unless otherwise agreed to by eClinicalWorks in writing. Customer is solely responsible for adding and removing Providers during the term of the Agreement. In the event Customer removes Providers below the Minimum FTE Provider count, Customer must pay the full "Minimum Fee."
  - i. The fees for the Software and associated services are set forth in the Agreement. The Software may contain embedded controls limiting usage beyond what Customer is contracted for. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore and payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.
  - ii. Unless otherwise specified, eClinicalWorks may increase the ongoing fees provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the ongoing fees (i) increase more frequently than annually, and (ii) increase more than five percent (5%) over the previous year's fees.
- b. Onetime fees:
  - i. Payment due within thirty (30) days of the Effective Date.

- c. Transactional fees:
  - i. Payment is due within thirty (30) days of receipt of invoice.
- d. Taxes
  - i. Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. Unless Customer provides a tax exemption certificate, Customer shall pay eClinicalWorks an amount equal to any tax eClinicalWorks is required to collect or pay upon the sale, license, or delivery of Software or the services to Customer by eClinicalWorks, exclusive of taxes imposed upon eClinicalWorks's net income.

### 3. General

- a. License. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a nonexclusive, nontransferable, revocable license for the Providers to access and use the functionality of the Software during the term of this Agreement. Additionally, eClinicalWorks grants Customer Personnel the right to access the Software during the term of this Agreement. Use of the Software and services by both Providers and Customer Personnel are subject to the terms of this Agreement. Customer shall be liable for any breach of this Agreement by its Providers and/or Customer Personnel.
- b. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.
- c. Proper Use of Software. The Customer acknowledges that the continued integrity of the Software and eClinicalWorks performance of its obligations described in this Agreement are dependent upon Customer's use of the Software in accordance with the Documentation available to Customer and the terms and conditions of this Agreement. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, duplicate, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, or to develop functionally similar software or permit any third party to do any of the foregoing. Customer will not insert or use any bots, internet browser extensions, screen scraping or other unauthorized automated processing within the database. Customer agrees to not grant access to any third party or allow any third party to use the Software for any purpose without the prior written consent of eClinicalWorks.
- d. Ownership and Proprietary Rights. eClinicalWorks and/or its licensor(s) retain all right, title, and interest in and to Software and any updates, changes, derivative works, enhancements, and/or modifications thereto. This Agreement does not grant Customer any IP Rights in the Software or any of its components. As between eClinicalWorks and Customer, eClinicalWorks and/or its licensor(s) are, and will be, the owner of (inclusive of all IP Rights therein) (i) the services, (ii) the Software, (iii) any other templates, ideas, methodologies, designs, materials, or technology developed or provided by eClinicalWorks.
- e. Feedback. To the extent that Customer provides any comments, instructions, suggestions, information, and/or other feedback to eClinicalWorks regarding any Service and/or otherwise (collectively, "Feedback"), Customer hereby assigns to eClinicalWorks all right, title, and interest including, without limitation, all IP Rights, in and to such Feedback. All Feedback shall be considered the Confidential Information of eClinicalWorks.
- f. Indemnity. eClinicalWorks shall indemnify, defend, and hold Customer harmless from any third party claim or action against Customer to the extent that it is based on an allegation that the Software, when used in accordance with the Agreement and Documentation, has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim. eClinicalWorks shall have no liability regarding any claim arising out of: (i) any use of any release of the Software other than the most current release made available to Customer; (ii) the combination, use or operation of the Software with any third-party software, data or equipment (except if such use is contemplated by the Documentation or otherwise authorized in writing by

eClinicalWorks), if the infringement was caused by such combination, use or operation; (iii) any modification or derivation of the Software not specifically authorized in writing by eClinicalWorks.

- g. **Ownership of Customer Data.** All Customer data and information that is compiled or passes through the Software and that specifically relates to patients, patient care, or physician procedures or diagnosis (collectively, the "Customer Data"), and all right, title and interest therein, is and shall remain the exclusive property of Customer. Notwithstanding the foregoing, Customer hereby grants eClinicalWorks a perpetual, unlimited license to use and disclose the Customer Data, in any form or format, for data benchmarking, warehousing, product development and improvement, resource utilization, and similar data analysis services; provided, however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.
- h. **Protected Health Information.** Use and disclosure of protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall be subject to and in accordance with the terms of eClinicalWorks Business Associate Addendum, located in Exhibit B. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. Customer shall be responsible for entering into any Business Associate Agreements with third parties (such as Interface Vendors) that may be necessary to permit eClinicalWorks to provide the services set forth herein.
- i. **Customer Responsibilities.** Customer is responsible for all hardware and network to be installed and set up properly with appropriate security controls prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up that result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved with having to reschedule install and training dates. Any training cancelled within two weeks of training will be charged \$750 per week for the affected weeks.
- j. **Consent.** Customer is responsible for obtaining all necessary patient consent to permit eClinicalWorks to provide services as agreed upon in this Agreement.
- k. **Software Usage Audit:** If Customer utilizes the Software beyond what Customer is contracted for, Customer will be required to purchase the applicable licenses and may incur a 10% penalty on the fees. eClinicalWorks may conduct an audit at any time to review usage. All fees assessed due to irregularities found during the audit may be retroactive to the date of the first usage.
- l. Upon signing this Agreement, Customer acknowledges and agrees that certain products selected within this Agreement are subject to additional terms and conditions which can be found at: <https://www.eclinicalworks.com/oda-terms> and are hereby incorporated by reference.

#### 4. Support Services

- a. eClinicalWorks shall provide 24x7 support.

Technical Assistance:	Availability	Contact Info
Online portal	24 x 7	<a href="http://my.eclinicalworks.com">http://my.eclinicalworks.com</a>
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues (including any security issues) related to Customer's computer or electronic device or internal and external network or system.

- b. Customer will receive any available Upgrades, without additional fee as long as this Agreement is in effect.
- c. Customer is aware that eClinicalWorks may run and deploy, any and all upgrades and/or patches related to a security fix and/or patient safety issue that are available on eClinicalWorks Cloud.

## 5. Warranties and Disclaimers

- a. eClinicalWorks warrants that:
  - i. it will maintain the confidentiality of information regarding any physician or patient record;
  - ii. it either owns or has the right to license the Software hereunder. eClinicalWorks warrants that the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards;
  - iii. the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards; and
  - iv. it will update the Software (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that the Software complies with applicable federal or state laws.
- b. Customer warrants that :
  - i. Customer, Providers, Customer Personnel and Customer's representatives will work with eClinicalWorks in a professional and reasonable manner during the term of this Agreement. Customer agrees to comply with all applicable laws when using the Software and services contracted for under this Agreement.
- c. Exclusions. eClinicalWorks' warranties do not apply to any: (i) unauthorized combination of the Software with any third-party software, data or equipment; or (ii) unauthorized use, modification or derivation of the Software.
- d. Third Party Components. Customer acknowledges and agrees that the Software may contain or interface with third-party applications, software and/or materials and open source software (collectively, "Third-Party Software Components") and Customer will comply with any applicable end user license agreements ("Third-Party EULAs"). NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ALL Third-Party Software Components ARE PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.
- e. DISCLAIMERS. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, ECLINICALWORKS DOES NOT MAKE ANY OTHER express OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, APPLICATIONS, SERVICES, PRODUCTS, DOCUMENTATION, OR DELIVERABLES PROVIDED HEREUNDER, AGREEMENT INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.
- f. LIMITATION OF LIABILITY. ECLINICALWORKS LIABILITY TO CUSTOMER FOR ANY LOSSES OR DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE MONTHLY SUBSCRIPTION FEE PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.
- g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer on behalf of itself, and its Providers and Customer Personnel acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification or liability obligations related to any failure to exercise such professional judgment. In the event that the Software or any report or information generated by the Software is used in connection with any diagnosis or treatment by Customer and/or any of Customer's employees, agents, representatives, and the like, Customer 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 results from your use of the Software.

- h. **Non-Solicitation.** Where allowable by law, during the term of this Agreement and for one year after the termination of this Agreement, Customer agrees not to directly or indirectly offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.

## **6. Confidentiality**

- a. **Nondisclosure.** As consideration for and as a condition to a Disclosing Party furnishing any Confidential Information to a Receiving Party, each party agrees (i) to affirmatively treat as private; (ii) not to disclose to any third party unless required by law, rule, regulation or court order or by any governmental, judicial or regulatory process; and (iii) except as permitted herein, not to copy or otherwise reproduce any Confidential Information. Each party warrants that it will apply commercially reasonable safeguards to protect the Confidential Information against unlawful or otherwise unauthorized access, use, or disclosure and that it will take any other steps reasonably necessary to safeguard Confidential Information. The pricing contained herein is considered eClinicalWorks Confidential Information and may not be disclosed to any third party without eClinicalWorks' prior written consent.
- b. **Permitted Use of Confidential Information.** Each party agrees that it shall not use Confidential Information for any purpose other than for the use or provision of the Software and services hereunder, as applicable. Each party may, however, disclose Confidential Information to employees acting on that party's behalf and third-parties approved by eClinicalWorks ("Authorized Representatives") who demonstrate a need to know such information for performing tasks on behalf of that party using the Confidential Information; provided, however, that no Authorized Representative shall use or disclose the Confidential Information in any manner other than as permitted by this Agreement. Each party agrees that before disclosing any Confidential Information to an Authorized Representative, the Authorized Representative shall be informed of the confidential nature of such information and shall agree to abide by this Agreement and its standards of confidentiality.
- c. **Notice of Required Disclosure.** In the event that a party is required by any governmental, judicial or regulatory process or by any law, rule, regulation or court order (by oral questions; interrogatories; requests for production, information, or documents; subpoena; civil investigative demand; or any other similar process) to disclose any Confidential Information supplied to it or its to Authorized Representatives in the course of these dealings, it is agreed that the party who has received such request will provide the other party that the Confidential Information concerns or relates to with prompt written notice of such request(s) so that the other party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.
- d. **Return of Confidential Information.** Each party agrees that it will promptly return or destroy all Confidential Information and/or all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) following the occurrence of any event that makes the parties' possession of the Confidential Information unnecessary or upon written request of the other party, without retaining any copy or reproductions thereof. Each party shall reasonably expunge electronic copies of such Confidential Information as is practicable and not prohibited by law. Confidential Information that cannot be returned or destroyed will be kept confidential and will continue to be subject to this Agreement for the term of this Agreement. Each party agrees that it will provide written certification of its compliance with this Section upon written request by the other party.
- e. **Remedies.** The parties agree that the Confidential Information is of a special, unique, and extraordinary character and that disclosure or other use of such information in violation of this Agreement will cause immediate and irreparable harm. The parties agree that each party shall be entitled to seek injunctive relief to further prevent use and/or disclosure in addition to other remedies available to it in law or in equity for breach of this Agreement.

- f. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit or restrict Customer from discussing problems and concerns with our Software or Services with other parties in accordance with the ONC Cures Act Final Rule.

## **7. Term and Termination**

- a. Initial Term. The Initial Term begins upon the Effective Date and ends sixty (60 months) after the Effective Date unless earlier terminated as provided below.
- b. Automatic Renewal. Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior to the anniversary of the Effective Date.
- c. Termination for Cause. eClinicalWorks may terminate this Agreement immediately without liability in the event that Customer (i) materially breaches the terms of this Agreement, including without limitation, sections 3 or 5(b), (ii) makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings, (iii) defaults in its payments of the license fee for two successive billing periods or causes its subscription to expire, or (iv) violates any laws or regulations applicable to the Software and services provided under this Agreement. Customer will still be financially responsible for payment of the software and services used prior to the effective date of termination.
- d. Data Transfer Options Upon Termination. Upon cancellation or termination by either party, Customer shall select a data transfer option as further described in Exhibit C. Once Customer receives the data from eClinicalWorks, Customer must review the data promptly to ensure its completeness. After Customer has received its data, it has thirty (30) days to ensure the data is complete. eClinicalWorks may permanently delete the data in Customer's database if Customer does not notify eClinicalWorks within thirty (30) days of any discrepancies in the data received or if Customer does not select a Data Transfer Option within thirty (30) days of their termination date. eClinicalWorks is not responsible for any losses that may occur due to Customer's failure to (i) request a Data Transfer Option, or (ii) notify eClinicalWorks of any discrepancies in the data received.
- e. Customer Termination Fees - Reimbursement for Upfront Services. Customer understands that eClinicalWorks is providing implementation services upfront which are not being charged to Customer as of the Effective Date but are instead included in the monthly fees throughout the Initial Term of the Agreement and are required to be paid by Customer. Accordingly, if either (i) Customer terminates this Agreement prior to the expiration of the Initial Term or (ii) Installation is not completed within 6 months of the Effective Date due to Customer's actions or omissions, Customer will be invoiced in full on the date of termination or 6 months after the Effective Date (as applicable) \$100 per Provider per month for the remaining months of the Initial Term of the Agreement in addition to a \$5,000 onetime fee, all of which shall be a reimbursement to eClinicalWorks for the implementation costs incurred by eClinicalWorks as startup costs but not initially paid by Customer.

## **8. Miscellaneous**

- a. Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either party of its obligations to the other as provided herein. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.
- b. Force Majeure. A Force Majeure Event is an event beyond the control of a party that prevents or impedes a party from performing one or more of its contractual obligations under this Agreement, excluding Customer's obligation to pay any amounts due, including but not limited to (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion, and revolution, military or usurped power, insurrection, act of terrorism, criminal acts, sabotage, piracy, national and regional emergencies; (iii) currency and trade restriction, embargo, sanction, blockades; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, or energy; (vii) internet disruptions and cyberattacks; (viii) general labor

disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises ("Force Majeure Event"). The party claiming abatement of its obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim and shall take all reasonable steps to limit the effect and duration of such cause or event. The party invoking this clause is relieved from its duty to perform its applicable obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of contract for so long as the Force Majeure Event prevents or impedes performance by the affected party. The Agreement may be terminated by either party if the duration of the Force Majeure Event exceeds 60 days.

- c. **Excluded Party.** Customer hereby represents and warrants that Customer and its employees, owners, directors and officers are not, and at no time have been, excluded from participation in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). Customer hereby agrees to immediately notify eClinicalWorks of any threatened, proposed, or actual exclusion of it or its employees, owners, directors and officers from any Governmental Program. In the event that Customer or its employees, owners, directors and officers are excluded from participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Customer is in breach of this Section, this Agreement may, at the sole discretion of eClinicalWorks, terminate as of the effective date of such exclusion or breach.
- d. **Headings.** The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.
- e. **Entire Agreement.** This Agreement sets forth the entire Agreement between eClinicalWorks and Customer with respect to the subject matter hereof and supersedes any contemporaneous verbal agreements or prior electronic correspondences. No modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either party unless confirmed by written instrument signed by both parties.
- f. **Notices.** Any notices (aside from notices from Customer to terminate this Agreement) required to be given by one party to another hereunder shall be deemed duly given when (i) sent in writing, postage prepaid, via certified or registered mail, with return receipt, , (ii) sent via email to eClinicalWorks at [notices@eclinicalworks.com](mailto:notices@eclinicalworks.com), or (iii) sent via eClinicalWorks' online portal. A notice from Customer to eClinicalWorks to terminate this Agreement shall only be deemed duly given when Customer creates a case to terminate the Agreement in eClinicalWorks' online support portal. Notices sent via email or delivered via the online portal will be deemed given on the day received.
- g. **Governing Law.** This Agreement, its validity, construction, and effect shall be governed by the laws of the Commonwealth of Massachusetts.
- h. **Arbitration.** Any and all controversies, claims, or disputes arising out of, relating to, or connected with this Agreement or Customer's use of the services and/or the Software shall be referred to and settled by individualized arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions set forth under the AAA's Commercial Arbitration Rules and any other applicable rules and procedures ("Rules") by a panel of three arbitrators appointed in compliance with the Rules. This includes all disputes over arbitrability.
  - i. The Parties to this Agreement further acknowledge and agree that:
    - 1. the location of the arbitration, including the location of all arbitration hearings, shall be Boston, Massachusetts;
    - 2. the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of same between the parties;
    - 3. the award of the arbitrators shall be final and binding upon the parties; and
    - 4. the parties submit to the jurisdiction of the federal courts of Massachusetts for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through such courts.
  - ii. By using the services and/or the Software, Customer expressly waives its right to pursue all controversies, claims, or disputes in court and instead must submit any such controversies, claims, or disputes to arbitration as described above.
  - iii. Any legal fees or expenses incurred by Customer during any dispute, shall be the sole responsibility of Customer.

- i. Waiver Of Class And Joint Claims: Any arbitration (or, if arbitration of the action is not permitted by law, litigation) shall be solely on behalf of an individual person, and shall not be consolidated or joined with the claims of any other person or brought on behalf of a putative class unless previously agreed to in writing by both eClinicalWorks and Customer. This provision shall survive the termination of this Agreement, regardless of the cause of such termination.
- j. Disclosures. Customer acknowledges that it has read eClinicalWorks Mandatory Disclosures at <https://www.eclinicalworks.com/resources/meaningful-use/> regarding the potential costs and limitations associated with eClinicalWorks Software and products.
- k. Authority. Each representative signing below hereby represents that each is authorized to enter into this Agreement.
- l. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by electronic, photocopy or facsimile signatures of such party's representative hereto.
- m. Severability and Survivability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. The Sections of this Agreement that are intended to survive the expiration or termination of this Agreement shall survive, including but not limited to: 3(d), 3(e), 5(f), 5(h), 6, 8(g), 8(h), and 8(i).
- n. Relationship. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the parties.

**Exhibits**

Exhibit A – eClinicalWorks Hosting Addendum  
Exhibit B – Business Associate Addendum  
Exhibit C – Data Transfer Options

**CONTRACT EXECUTION:**

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the Effective Date.

CUSTOMER

eClinicalWorks, LLC

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(Authorized Signature)

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(Authorized Signature)

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(Name - Print or Type)

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(Name - Print or Type)**Berwyn Public Health Department**

(Customer Company - Print or Type)

**eClinicalWorks, LLC**

(Customer Company - Print or Type)

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Date

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Date

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(Email address – Print or Type)

## EXHIBIT A – eClinicalWorks Hosting Addendum

### Article 1 Hosting Services

1.1 eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the services using the web based software applications (“Hosted Applications”) available to Customer via the Internet based on a Cloud basis; (b) make the Documentation for the Hosted Applications available to Customer; and (c) provide to Customer a user name, password and other information required to use the Hosted Applications.

#### 1.2 Customer Responsibilities.

(a) Customer is responsible for: (i) procuring, at its expense, the necessary environment at the Customer’s location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the “Customer Systems”); (ii) complying with all laws, rules and regulations related to the Customer Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) maintaining security of its environment that it controls; (vi) verifying identity of users to whom it provides access to the information within the hosted application (vii) obligations under any third party agreements to which Customer is a party, including, without limitation, any agreement pursuant to which Customer procures the Customer Systems or any portion thereof, regardless of whether eClinicalWorks provides Customer with any assistance in such procurement.

(b) Customer shall bear all costs of obtaining, installing and maintaining the Customer Systems.

#### 1.3 Definitions.

- (a) “Services” shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.
- (b) “System” shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.
- (c) “Website” shall mean the URL or any eClinicalWorks domain provided to the Customer to access the Hosted Application.
- (d) “Documentation” means the user and technical manuals and other documentation provided or made available to Customer describing the Hosted Applications’ features, functionalities, requirements and specifications.

#### 1.4 Services to be provided.

(a) eClinicalWorks shall provide all hosting-related maintenance including, back-ups, server maintenance and trouble-shooting.

(b) Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Customer with one (1) business day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d) Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. . For security and administrative reasons only, the hosted application support and maintenance team will have access to all files on the server. eClinicalWorks is not responsible if Customer makes changes to default security settings which allow access to Customer data.

#### 1.5 Acceptable use policy.

(a) Acceptable Use Policy. Customer shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Customer shall be responsible for all use of the Hosted Applications by its Providers and Customer Personnel, regardless of whether such use is known to or authorized by Customer. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Customer and examination of material on eClinicalWorks' servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, Hosted Application, and/or remove the Website content and other material from eClinicalWorks' servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks' servers, issuance of warnings to Customer or the suspension or termination of this Agreement to Customer.

(b) Passwords. Customer is responsible for maintaining the confidentiality of any password(s) and access codes used to access the Hosted Applications and Website, and is fully responsible for all activities that occur under those password(s) and access codes. Customer agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Customer shall be solely responsible for the security of its passwords. Continued failure by Customer to maintain password security may result in the suspension or termination of Services.

System Security. Customer shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, Hosted Application, or any other website on the Internet. Customer use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools, penetration and vulnerability scans or network probing tools. If Customer is involved in violations of security, eClinicalWorks reserves the right to release identification information of Customer to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 System Monitoring. eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Customer shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Customer of the Communications Decency Act.

1.7 Warranty of Content. In addition to the warranties set forth in the Agreement, the parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, bots or other computer programming including routines that interfere with, are intended to damage, surreptitiously intercept or expropriate any system, data or personal information or eClinicalWorks infrastructure. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a party not in breach, but may also subject such party to criminal and/or civil liability.

**Article 2**  
Compliance with Laws.

2.1 Compliance with Laws

(a) The parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under ("HIPAA").

**Article 3**  
Service Levels

1. Availability  
A. Uptime

eClinicalWorks agrees that the Hosted Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM local time of the data center, seven (7) days per week (the "Up-Time Commitment"). The Up-Time Commitment will be measured monthly.

B. Exclusions  
Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Applications caused by any of the following:

- i. Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise; eClinicalWorks has a daily maintenance windows from 1AM-3AM local standard time of the data center.
- ii. Failures in the Internet that are outside eClinicalWorks' control;
- iii. Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access; or
- iv. Failures by Customer to comply with the eClinicalWorks' specifications outlined in the Documentation for the Hosted Applications.

C. Broadband Requirements

(a) It is Customer's responsibility to provide internet service provider (ISP). eClinicalWorks uses Transport Layer Security (TLS) connectivity to eClinicalWorks' collocation facility with bandwidth to support application services selected by Customer for performance and usability.

(b) The eClinicalWorks Service Levels above are based on eClinicalWorks hardware requirements.

D. Failover and Disaster Recovery.

For eClinicalWorks Cloud customers, additional details for failover and disaster recovery overview may be found at <https://www.eclinicalworks.com/failover-disaster-recovery-overview/>

## EXHIBIT B – Business Associate Addendum

This Business Associate Addendum ("Addendum") is entered into by and between eClinicalWorks, LLC, a Massachusetts limited liability company, ("eClinicalWorks") and Berwyn Public Health Department ("Customer") as an integrated part of that certain Software License and Support Agreement ("Agreement") entered into contemporaneously with this Addendum between eClinicalWorks and Customer, and sets forth in writing certain understandings and procedures governing eClinicalWorks's use of protected health information as that term is defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and any regulations adopted under those laws by the United States Department of Health and Human Services and as those regulations may be amended from time to time.

### 1. Definitions

- a. Catch-all definition: The following terms used in this Addendum (whether or not capitalized) shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
- b. Specific definitions:
  - i. eClinicalWorks. "eClinicalWorks" shall generally have the same role as a "business associate" under 45 C.F.R. § 160.103, and in reference to the party to this Addendum shall refer to the entity defined as eClinicalWorks above.
  - ii. Customer. "Customer" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Addendum, shall refer to the entity defined as Customer above.
  - iii. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
  - iv. Successful Security Incident. "Successful Security Incident" shall mean a security incident that results in the unauthorized access, use, disclosure, modification, or destruction of Protected Health Information.
  - v. Unsuccessful Security Incident. "Unsuccessful Security Incident" shall mean a security incident that does not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

### 2. Obligations and Activities of eClinicalWorks

- a. eClinicalWorks agrees to:
  - i. Not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by law;
  - ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum;
  - iii. Report to Customer in writing any use or disclosure of Protected Health Information not permitted under this Addendum of which eClinicalWorks becomes aware, including breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410 and any Successful Security Incident, within ten (10) business days of any Breach or Successful Security Incident. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents;
  - iv. In making any written report under Section 2(a)(iii) of this Addendum, abide by any reasonable written breach notification procedures actually received by eClinicalWorks from Customer;
  - v. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of eClinicalWorks agree to the substantially same restrictions, conditions, and requirements that apply to eClinicalWorks with respect to such information;
  - vi. Make available Protected Health Information in a Designated Record Set to Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.524 within thirty (30) business days of receipt of such request. Customer agrees to maintain and properly store a copy of all Protected Health Information used by or disclosed to eClinicalWorks;
  - vii. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Customer pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.526;
  - viii. Maintain and make available the information required to provide an accounting of disclosures to the Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.528 by providing such information within thirty (30) business days of receipt of such request;

- ix. To the extent eClinicalWorks is to carry out one or more of Customer's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s); and
  - x. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
3. Permitted Uses and Disclosures by eClinicalWorks
- a. eClinicalWorks may use or disclose Protected Health Information as necessary to perform the services set forth in the Addendum or under any other agreement now or hereinafter in place between Customer and eClinicalWorks. eClinicalWorks is also authorized to use Protected Health Information to aggregate data or de-identify the information in accordance with 45 C.F.R. § 164.514(a)–(c). eClinicalWorks may use aggregated data or de-identified information for the purpose of testing or maintaining its software, product development and improvement, or for any other purpose permitted by law. eClinicalWorks may disclose aggregated data or de-identified information to affiliates and third party vendors used by Customer for the purpose of providing services to Customer and for the purpose of product improvement.
  - b. eClinicalWorks may use or disclose Protected Health Information as required by law.
  - c. eClinicalWorks will, to the extent practicable, use and disclose Protected Health Information consistent with minimum necessary standards in order to carry out the intended purpose of the use or disclosure.
  - d. eClinicalWorks may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Customer except for the specific uses and disclosures set forth below.
  - e. eClinicalWorks may use or disclose Protected Health Information for its proper management and administration or to carry out the eClinicalWorks's legal responsibilities.
  - f. eClinicalWorks may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
4. Provisions for Customer to Inform eClinicalWorks of Privacy Practices and Restrictions
- a. Customer shall notify eClinicalWorks of any limitation(s) in Customer's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect eClinicalWorks's use or disclosure of Protected Health Information.
  - b. Customer shall notify eClinicalWorks of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect eClinicalWorks's use or disclosure of Protected Health Information.
  - c. Customer shall notify eClinicalWorks of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect eClinicalWorks's use or disclosure of Protected Health Information.
5. Permissible Requests by Customer
- a. Customer shall not request eClinicalWorks to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Customer, except that eClinicalWorks may use or disclose Protected Health Information as described above.
6. Term and Termination
- a. Term. The Term of this Addendum shall be effective as of the Effective Date, and shall continue according to the terms of the Agreement or on the date Customer terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
  - b. Termination for Cause. eClinicalWorks authorizes termination of this Addendum by Customer, if Customer determines eClinicalWorks has violated a material term of this Addendum and eClinicalWorks has not cured the breach or ended the violation within thirty (30) business days after written notice from Customer of the violation and associated term of this Addendum.
  - c. Obligations of eClinicalWorks Upon Termination. Upon termination of this Addendum for any reason, eClinicalWorks, with respect to Protected Health Information received from Customer, or created, maintained, or received by eClinicalWorks on behalf of Customer, shall:
    - i. Retain only that Protected Health Information which is necessary for eClinicalWorks to continue its proper management and administration or to carry out its legal responsibilities;
    - ii. Return to Customer or destroy the remaining Protected Health Information that eClinicalWorks still maintains in any form;
    - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as eClinicalWorks retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by eClinicalWorks other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3(e) of this Addendum; and
  - v. Return to Customer or destroy the Protected Health Information retained by eClinicalWorks when it is no longer needed by eClinicalWorks for its proper management and administration or to carry out its legal responsibilities.
  - vi. In the event eClinicalWorks determines that returning or destroying the Protected Health Information is infeasible, eClinicalWorks shall continue to extend the protections to such Protected Health Information as required by the HIPAA Rules and limit further use and disclosure for so long as eClinicalWorks retains such Protected Health Information.
- d. **Survival.** The obligations of eClinicalWorks under this Section shall survive the termination of this Addendum.

7. **Miscellaneous**

- a. **eClinicalWorks Contact Information.** Please report any incidents involving PHI to [privacy@eclinicalworks.com](mailto:privacy@eclinicalworks.com).
- b. **Regulatory References.** A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
- c. **Amendment.** Customer and eClinicalWorks mutually agree that eClinicalWorks may amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- d. **Interpretation.** Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.
- e. **Governing Law.** This Addendum will be governed by the laws of the United States of America and by the laws of the Commonwealth of Massachusetts. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Massachusetts, as applicable, for any matter arising out of or relating to this Addendum without regard to any choice of law principles, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Massachusetts, such personal jurisdiction will be nonexclusive.
- f. **Execution.** Each representative signing below hereby represents that each is authorized to enter into this Addendum.
- g. **Complete Agreement.** This Addendum constitutes the final, complete and exclusive Addendum between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written. This Addendum may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Addendum.
- h. **Counterparts.** This Addendum may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each Party hereto consents to be bound by electronic, photocopy or facsimile signatures of such Party's representative hereto.
- i. **Severability.** In the event any provision of this Addendum is held to be invalid or unenforceable, the remainder of this Addendum shall remain in full force and effect.
- j. **Relationship.** It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party is the agent, employee, or servant of the other. Nothing in this Addendum is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the Parties.

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Addendum to be effective as of the Effective Date as set forth in the Agreement.

Customer
Authorized Signature:
Name:
Customer Title or Position:

eClinicalWorks, LLC
Authorized Signature:
Name:
eClinicalWorks Title or Position:

#### EXHIBIT C – Data Transfer Options

## DATA TRANSFER OPTIONS

eClinicalWorks® (eCW) provides multiple options for customers to obtain patient data from the eClinicalWorks Electronic Health Record (EHR). For more information on or assistance with any of the following options, create a support case on the [my.eclinicalworks.com](https://my.eclinicalworks.com) Customer Portal.

If applicable, indicate the preferred data transfer option:

**C-CDA Export for Single or Multiple Patients:** This option enables customers to export patient C-CDA data through a self-service function in the eClinicalWorks application without any assistance from eCW. For more information about downloading C-CDA, refer to the C-CDA Data Portability users guide, which is available on the [my.eclinicalworks.com](https://my.eclinicalworks.com) Customer Portal: *Modern View > Knowledgebase > Product Documentation > Documents > Search for "C-CDA"*. Customers can utilize this option at any time if they have access to the EHR software.

The C-CDA file includes the 2015 Edition Consolidated Clinical Data Set data elements, including Patient Demographics, Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. The C-CDA does not provide all Electronic Health Information (EHI) or a comprehensive data export. Refer to the other options described in this document for more comprehensive patient data options.

**Cost:** None.

**Certified EHI Export Functionality:** As required by the ONC Health IT Certification Program, eCW offers EHI Export functionality certified to the requirements at **§170.315(b)(10)**. This enables a defined set of users to create an export of all EHI stored in the eClinicalWorks EHR for a single patient, or to initiate a request for the export of all EHI stored in the eClinicalWorks EHR for an entire patient population.

#### **Single Patient EHI Export:**

A single patient EHI export is downloaded to a designated user's local computer in comma-separated value (csv) format via the eClinicalWorks EHI Export Utility, available on the Microsoft app store. Documentation of the export format is available at [ehi.eclinicalworks.com](http://ehi.eclinicalworks.com). Prior to generating an export, the EHI Export Utility app must be installed on a computer connected to the EHR. Refer to the EHI Export user guide available on the [my.eclinicalworks.com](http://my.eclinicalworks.com) Customer Portal for further details. Revenue Cycle Management (RCM) customers must perform a separate export for RCM data (each export will download to the user's computer as a separate zip file).

#### **Patient Population EHI Export (Unencrypted Database Backup):**

A patient population EHI export must be initiated by opening a support case on the [my.eclinicalworks.com](http://my.eclinicalworks.com) Customer Portal. Documentation of the export formats is available at [ehi.eclinicalworks.com](http://ehi.eclinicalworks.com). Because it is part of a database backup, the patient population EHI export includes content in addition to the EHI defined in the export format documentation.

The Patient Population EHI Export provides an unencrypted copy of the database backup, which contains all EHR data (including structured and free-text notes associated with a patient's chart as well as scanned documents).

This option is provided in a relational database format (SQL format for MySQL® database customers and BAK format for cloud-hosted customers and Microsoft® SQL Server® [MSSQL] hosted customers). This requires a database administrator to extract and convert the data to a human readable format, if required. It is the responsibility of the customer's IT department or new EHR vendor to extract and migrate the data. Data is provided securely in Microsoft Azure®, which will only be shared with the practice's public static IP address.

**Cost:** None.

**Focused Data Set Extraction:** This option provides the following patient data in human readable format:

Patient Demographics and Appointments in TXT format.

Locked Progress Notes in read-only HTML format (all Progress Notes must be locked by the practice prior to export).

Patient Documents in native format with index file.

Pink Paper Clips (interface results) in read-only HTML format with index file.

Immunizations in TXT format.

Problem Lists in TXT format.

Financial reports are not included in this option and can be extracted from the EHR application via eBO®.

Data is provided securely in Microsoft Azure, which will only be shared with the practice's public static IP address.

In addition to the aforementioned human readable extracts, this option also includes a Patient Population EHI Export.

Medical Summaries in read-only HTML format may also be requested as part of the Focused Data Set Extraction for no additional fee but will increase the timeline to receive your data.

**Cost:** Customer will pay the then-current rate for this option as of the date of termination.

Custom requests for additional elements and PDF conversions may incur additional charges.



## AGENDA ITEM SUMMARY

AGENDA ITEM: **9-B**

<b>TITLE</b>	Residential Flood Mitigation
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	David J. Avila, Health Board President

SUMMARY	
Item Deferred (4/2024)	
ATTACHMENTS	
None submitted	

ACTION PROPOSED				
<input type="checkbox"/>	INFORMATION	<input checked="" type="checkbox"/>	DISCUSSION	<input type="checkbox"/> REVIEW & APPROVAL
<input type="checkbox"/>	OTHER			



## AGENDA ITEM SUMMARY

AGENDA ITEM: **9-C**

<b>TITLE</b>	Extension to Yoga in the Park Program
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	David J. Avila, Health Board President

<b>SUMMARY</b>
<b>ATTACHMENTS</b>
<i>None submitted</i>

<b>ACTION PROPOSED</b>				
<input type="checkbox"/>	INFORMATION	<input checked="" type="checkbox"/>	DISCUSSION	<input checked="" type="checkbox"/> REVIEW & APPROVAL
<input type="checkbox"/>	OTHER			



## AGENDA ITEM SUMMARY

AGENDA ITEM: **10-A**

<b>TITLE</b>	2024 Tax Levy
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	Brian Eagan, CPA   Senior Vice President, Selden Fox, Ltd.

SUMMARY	
ATTACHMENTS	
<ul style="list-style-type: none"><li>2024 Tax Levy</li></ul>	

ACTION PROPOSED				
<input type="checkbox"/>	INFORMATION	<input checked="" type="checkbox"/>	DISCUSSION	<input checked="" type="checkbox"/> REVIEW & APPROVAL
<input type="checkbox"/>	OTHER			



## AGENDA ITEM SUMMARY

AGENDA ITEM: **10-B**

<b>TITLE</b>	708 Community Mental Health Board Grant
<b>MEETING DATE</b>	August 12, 2024
<b>SUBMITTED BY</b>	David J. Avila, Health Board President

### SUMMARY

Dear Board:

The Health District submitted a \$25,000 grant request to the 708 Community Mental Health Board, which was approved.

At this point, I request that the Health District withdraw its application and refuse the \$25,000 awarded.

-David

### ATTACHMENTS

- Agreement from Berwyn Township 708 Community Mental Health Board

### ACTION PROPOSED

<input type="checkbox"/>	INFORMATION	<input checked="" type="checkbox"/>	DISCUSSION	<input type="checkbox"/>	REVIEW & APPROVAL
<input type="checkbox"/>	OTHER				

**BERWYN TOWNSHIP 708 COMMUNITY MENTAL HEALTH BOARD**

**Berwyn Public Health District**

**AGREEMENT**

THIS AGREEMENT, dated this **1<sup>st</sup> day of July 2024** by and between the **BERWYN TOWNSHIP 708 COMMUNITY MENTAL HEALTH BOARD**, of Cook County, Illinois (hereinafter referred to as the “BOARD”) and **Berwyn Public Health District** (hereinafter referred to as the “GRANTEE”), for the mutual considerations and benefits of the parties, provides as follows:

- A. The GRANTEE agrees to conduct the following program contained in the GRANTEE’s application for which the BOARD has made grant awards:

**PROGRAM 1 – Mental Health Counseling**

**\$25,000**

- B. The GRANTEE agrees to conduct the above programs utilizing the facilities, personnel and equipment of that agency associated with the following organizational address:

**6600 West 26th Street  
Berwyn, IL 60402**

- C. The BOARD hereby agrees to remit funds to **Berwyn Public Health District** for all charges incurred by the GRANTEE during the total award period of **July 1, 2024 to June 30, 2025** in connection with the grant as approved in the application for this award subject to special conditions including in Section C, if any. Such distribution of funds by the BOARD shall not exceed the total sum of **\$25,000** for this period. All disbursements will be made to the GRANTEE as follows:

1. The BOARD will approve monthly allotments to the GRANTEE based upon reimbursements of the actual expenditures of the preceding month (e.g. Expenditures for the month of April will be reimbursed at the regular meeting of the BOARD for the month of May).
2. The GRANTEE agrees to conform with and abide by all policies, regulations and instructions now or hereafter in force and effect issued by the BOARD, and specifically with the instructions set forth at the time of grant award notification and attached hereto. The GRANTEE will be notified in writing if any changes occur in policies, guidelines, regulations, and will be given a reasonable period to comply therewith.

(NOTE: The grant application delineates and sets forth these areas of responsibility such as facilities, staff, services and materials which the GRANTEE has undertaken to provide.)

3. The GRANTEE agrees to furnish and provide those items as set forth in the application in order to assure proper performance and completion of the grant, and the grant application and all attachments thereto, if any, are hereby made a part of this Agreement and incorporated herein by reference, as is set forth fully at this place.
4. It is a condition of this grant that the GRANTEE, at the end of the GRANTEE’s fiscal year, shall have prepared by a Certified Public Accountant an audited financial statement. Such an audit is to be conducted under generally accepted accounting principles that fulfill the requirements of law. Such audit is to be available to the BOARD within one hundred eighty (180) days after the close of the GRANTEE’s fiscal year. The GRANTEE shall make available to the BOARD all financial records and case statistics and agree that additional

audits may be conducted at the discretion of the BOARD. It is understood that the GRANTEE provide such audits, statistics and other documentation without charge to the BOARD, and the BOARD shall have no obligations whatever to pay for or reimburse the GRANTEE for any such audit, statistics or other requested data.

D. The following stipulations are to be met by the GRANTEE in order to receive funds, unless waived in writing by the BOARD:

1. The GRANTEE will furnish the BOARD with quarterly statistical reports indicating the number of Berwyn Township persons being served by the GRANTEE and quarterly written narrative reports. The statistical reports should also contain a breakdown by program, whether presently funded or not by the BOARD. The statistical reports should also indicate the number of Berwyn Township person's cases opened and closed, by program, during the month. The quarterly written narrative reports should include a short description of "what's happening" at your agency during the past 90 days prior to due date. These two (2) reports are due the second (2<sup>nd</sup>) Monday of October, January, April and July by the end of the business day; 5:00pm (CT). Any GRANTEE not abiding by Item D.1. will forfeit funding eligibility.
2. The GRANTEE will furnish to the BOARD designated quarterly reports indicating revenue and expenditure by program and total agency. Quarterly reports are due no later than thirty (30) calendar days after quarter ending. Ex. 1<sup>st</sup> quarter report is due no later than September 30.
3. The GRANTEE must, where possible, participate in the Department of Mental Health and Developmental Disabilities' (DMHDD) monitoring system. Such participation is not only for DMHDD funded programs, but also for programs not funded by DMHDD. If a particular program, because of its nature, cannot be recorded on the DMHDD monitoring system, the GRANTEE is to notify the BOARD in writing of the fact and alternative provisions instituted with the BOARD's consent.
4. The GRANTEE will furnish the BOARD with any and all other program statistics, which the BOARD may from time to time request. This applies particularly to programs, which for any reason, do not appear on the DMHDD printouts. It is understood that the BOARD will receive directly from DMHDD all DMHDD monthly, quarterly, semi-annual and annual printouts.
5. The GRANTEE will furnish to the BOARD copies of all quarterly, semi-annual and annual financial budget reports prepared for and submitted to DMHDD.
6. Payment will be on a monthly basis. The BOARD's monies will be allocated at its regular meetings and disbursed by the third (3<sup>rd</sup>) Friday of the month immediately following the month in which service was provided. If the GRANTEE informs the BOARD of "non-receipt of payment" and requests a reissuance, the BOARD will re-issue the monthly allotment less a \$35 stop payment fee.
7. The GRANTEE will furnish a summary copy which is to include a program budget of all Grant-In-Aid, Purchase Care or Private Foundation grant requests by the GRANTEE whether local, state, federal or private foundation monies which are requested to the BOARD.
8. A new GRANTEE is required to attend one board meeting to introduce their agency to the board and to describe the services they offer. A new grantee includes grantees who did not receive funding in the preceding fiscal year, even when they have received funding in other previous years.

9. The GRANTEE may be invited to speak at a board meeting about their work, new developments or trends in needs or services related to mental health, developmental disabilities, and substance use disorders, or similar topics.
- E. As a Grantee of the Berwyn Township 708 Community Mental Health Board (BT708CMHB), it is crucial that the agency communicate with government officials and the public about: the value of mental health, substance use disorder and developmental disability programs in your community; acknowledge the public funding you receive; and effectively communicate with elected officials and others how the funding from BT708CMHB enables you and/or your organization to bring mental health, substance use disorder and developmental disability programs to the citizens of Berwyn Township. Your acknowledgment of the support your organization has received from BT708CMHB helps to increase the public's knowledge and support of BT708CMHB and, thus of BT708CMHB's grants program. Therefore, the Grantee agrees to identify the Berwyn Township 708 Community Mental Health Board as a sponsor and funding body in its annual report, brochures, newsletters, website and other promotional materials.
  - F. This grant is conditioned on compliance by the GRANTEE with all terms and conditions of this grant and on fulfillment of GRANTEE's undertaking hereunder, including periodic program evaluation, and GRANTEE's failure to comply, may at the BOARD'S discretion, cause refusal of the initial grant or cancellation during the grant period. If any evaluation indicated reasonable and valid changes in the program and/or reporting, and the GRANTEE is unwilling to implement such changes, or if there is noncompliance with the BOARD's policy as stated in this Agreement, representatives of the BOARD and the GRANTEE shall meet to resolve differences. If the GRANTEE, after meeting with representatives from the BOARD, is still unwilling to implement changes, or persists in non-compliance with stated BOARD policy, the BOARD retains the right to withhold a portion of or all of the funds heretofore committed to the GRANTEE.
  - G. The GRANTEE agrees to indemnify and hold-harmless the BOARD as a whole and each individual member and employee thereof, from any liabilities, damages or claims for damages to real and personal property, or from injury or death, suffered by any person or persons, engaged in the programs or services enumerated in this Agreement.
  - H. The GRANTEE agrees to reimburse the BOARD for all funds the BOARD is obligated to refund, plus penalty charges, if any, due to GRANTEE expenditure declared illegal under federal, state or local law.

**Berwyn Public Health District**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BERWYN TOWNSHIP 708 COMMUNITY  
MENTAL HEALTH BOARD**

BY: 

TITLE: President

DATE: June 24, 2024

BY: 

TITLE: Vice President

DATE: June 24, 2024

**BERWYN TOWNSHIP 708 COMMUNITY MENTAL HEALTH BOARD  
NON-DISCRIMINATION STATEMENT**

AGENCY NAME: **Berwyn Public Health District**

ADDRESS: **6600 West 26th Street  
Berwyn, IL 60402**

No person shall, on the grounds of **race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance from the Berwyn Township 708 Community Mental Health Board; and, the Berwyn Township 708 Community Mental Health Board, hereby gives assurance that it will immediately take measures necessary to effectuate the Agreement.

**Berwyn Public Health District**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BERWYN TOWNSHIP 708 COMMUNITY  
MENTAL HEALTH BOARD**

BY: 

TITLE: President

DATE: June 24, 2024

BY: 

TITLE: Vice President

DATE: June 24, 2024