CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of the last date on which it is signed by one of the parties as indicated on the signature page hereof by and between ______________________________________ ("Consultant"), an independent consultant in Practice Fusion's Certified Consultant Network, and having its principal place of business at ___________________________________, and ______________________________________ ("Provider"), having an address at _____________________________________.

Overview

About Consultant: Consultant is an independent contractor and is not an employee, agent, or partner of Practice Fusion in any way. Consultant hereby attests that it is a certified consultant in good standing within Practice Fusion's Certified Consultant Network. Consultant further acknowledges that he/she meets the minimum competency requirements to carry out the tasks necessary to enroll and provide assistance to you, the Provider.

For reference and illustrative purposes only, Practice Fusion provides a free, web-based Electronic Health Record (EHR) system to physicians across the US. With charting, scheduling, e-prescribing, billing, lab integrations, referral letters, unlimited support and a Personal Health Record for patients, Practice Fusion's EHR addresses the complex needs of today's healthcare providers and disrupts the health IT status quo. Practice Fusion is the fastest growing EHR community in the country with more than 70,000 users and 8 million patients.

Scope of Work and Responsibilities of Consultant

Consultant acknowledges that, with respect to the implementation process, the performance obligations of Consultant are, subject to the terms and conditions set forth in this Agreement and Exhibit A attached hereto:

(i) To successfully enroll Provider in Practice Fusion's EHR, included all of the features in the EHR to the fullest extent possible.

(ii) To actively demonstrate the features of Practice Fusion's EHR pursuant to terms in Exhibit A in a professional, competent, and timely manner.

Consultant Contact Information

Company: ________________________________

Mailing Address: _________________________

____

Email/Phone/Fax: _________________________

Cost and Payment Terms

Consultant agrees to train Provider and other office and staff members for ___________ hours / days (circle one). The fee for Consultant's service(s) shall not exceed $125 (One hundred and twenty five dollars) per hour. Any changes to the fees will require the prior written approval of the Provider.

Invoicing will occur every fourteen (14) days, and payment will be due fourteen (14) days from the invoice date, unless Consultant and Provider mutually agree to separate terms.

Term and Termination

This Agreement is made as of the last date on which it is signed by one of the parties as indicated on the signature page hereof and will terminate on a mutually acceptable date.

Either party may terminate this Agreement with fourteen (14) days written notice, with all outstanding performance and financial obligations surviving the termination.

Representation and Warranties

Warranty – Consultant warrants that his/her performance obligations hereunder will be performed in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in accordance with all applicable law, regulations, codes and standards of government agencies or authorities having jurisdiction. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION OR AN APPLICABLE EXHIBIT, CONSULTANT MAKES NO WARRANTY AS TO THE RESULTS THAT MAY OR MAY NOT BE OBTAINED BY PROVIDER IN CONNECTION WITH THE SERVICES. CONSULTANT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Limitation of Liability – NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE RESULTS OF THE PERFORMANCE OBLIGATIONS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Indemnification
The Parties agree to indemnify, defend, and hold harmless Practice Fusion from and against any losses liability, claims, damages, penalties, costs, fees or expenses arising from or in connection with any action, proceeding or claim made or brought against Practice Fusion by any third party caused by or arising directly or indirectly from any breach by either Party of this Agreement or any act or omission of either Party pursuant to the exercise of its rights under this Agreement.

Compliance
The Parties shall comply with all applicable laws with respect to the performance obligations stated in this Agreement. The Parties further agree not to undertake any deceptive, misleading, or unethical business practices, nor make nay false or misleading representations or disparaging remarks about the other Party.

Independent Relationship
The Parties to this Agreement, as well as Practice Fusion, are all independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties in any way.

Severability
If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

Entire Agreement
This Agreement, including all Exhibits hereto, and the agreements referenced herein, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have respectfully caused this Agreement to be executed by their duly authorized representative as of the Effective Date set forth above or hereinafter indicated.

CONSULTANT	**PROVIDER**
Sign: ______________________________	Sign: ______________________________
Print: ______________________________	Print: ______________________________
Date: ______________________________	Date: ______________________________

EXHIBIT A
Implementation Checklist

The following items detail the scope of work that will be performed by the Consultant for the Provider:

Step 1: Enroll the Provider's office for the Practice Fusion application

- ☐ Create a new EHR account for the medical practice using your tracking link:
  - Example: www.practicefusion.com/ccn/itcompany

Step 2: Check that the Provider's hardware is adequate to support the Practice Fusion application

- ☐ Test the practice internet connection
  - Go to www.speedtest.com to test that the connection speed is a minimum of 256k
- ☐ Review minimum hardware requirements
  - Intel ® Celeron ® 2GHz or faster processor or equivalent, 1024x768 minimum screen resolution and 1GB of RAM
  - For more detailed requirements go to our System Requirements Page
  - Does the computer have Adobe Flash?
- ☐ Log in using their credentials

Step 3: Customize the Provider's account

- ☐ Give your Provider the Practice Fusion Quickstart Guide (a roadmap to getting started)
- ☐ Identify and add users in the Practice Fusion application (MDs, nurses and office staff)
- ☐ Import patients from Provider's billing or third party system
  - Import into an Excel or CSV file or schedule a patient import by emailing support@practicefusion.com
- ☐ Set up e-prescribing
  - Gather the physician's name, license, practice ID, username, NPI and DEA number to fill out the E-prescribing Verification Request form and fax it to Practice Fusion at 1-888-953-2009
- ☐ Activate labs
  - Select the lab partners the Provider uses and enter their account number and Lab Rep's information. Let the Provider know they will be contacted when integration is activated.
- ☐ Create templates
- ☐ Set up billing
  - Superbills can be created from a Chart Note in Practice Fusion and you can either provide your own billing services to your client, help them continue with their existing billing or transition them to our integrated billing partner, Kareo.
- ☐ Scan or upload any important documents directly into the EHR
- ☐ Identify referral recipients and add referral network.
- ☐ Create forum screen names for your clients

*For additional training on how to set up an account, please go to http://learn.practicefusion.com

Step 4: Train the Provider on all of the following features

- ☐ Charting
- ☐ Scheduling
- ☐ Billing
- ☐ Messages and documents
- ☐ E-Prescribing
- ☐ Labs
- ☐ Customizing templates/accounts