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1. Introduction

This Service Brief is governed by the terms and conditions of the Enterprise Services Agreement, or equivalent, between the parties (the “Agreement”). The terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the parties’ duties under this Service Brief. In the event of a conflict between this Service Brief and the Agreement, the Agreement shall control. Capitalized terms used herein and not otherwise defined are as defined in the Agreement.

Services shall be provided in accordance with the descriptions set forth below. Services shall have an effective date equal to the date of the appropriate Master Quote Form and shall conclude upon system acceptance (as set forth in Section 4 below).

Any additional integration points and/or services not addressed in these descriptions are out-of-scope. If CUSTOMER or American Well identifies change(s) to the services described herein, both parties will review the change(s), and, if such changes are deemed to be material in nature, American Well will issue a Statement of Work outlining the changes and any resulting pricing implications. Additional services will be billed on (i) a time and material basis at a rate agreed to by both parties or (ii) a fixed fee basis. If the former, the additional services will be invoiced and payable on a monthly basis in respect of all services provided in the preceding month.

CUSTOMER will reimburse American Well for any reasonable travel and expense costs associated with these activities, unless otherwise set forth in the Agreement.

1.1. Definitions & Acronyms

- **Services:** all activities performed by American Well staff and/or its agents required to fulfill its obligations with CUSTOMER related to the offerings outlined in this brief
- **EHR:** CUSTOMER’s EHR/EMR/HIE/PMS system
- **Outbound:** transmittal of information from EHR to Platform
- **Inbound:** transmittal of information from the Platform to EHR
- **Platform:** CUSTOMER’s instance of the Amwell Platform

2. Assumptions

The descriptions contained herein reflect the following assumptions made by American Well:

- American Well will consider the CUSTOMER's EHR as the source of truth regarding patient demographics and any other clinical information that could be relevant for the effective treatment of a patient during the course of a telehealth visit. American Well expects CUSTOMER to perform all patient record matchings, merges and links of accounts on their existing infrastructure and share with American Well the unique identifier assigned to each patient that consents to be treated through the Platform as well as all subsequent updates to their demographics that could take place over time.
- American Well expect to receive from CUSTOMER's EHR information related to only those patients that have consented to receive care via the Platform.
- American Well may update the Platform functionality from time to time, which may result in changes to the integration end points and how the integration will function. Notification of such updates will be provided in advance to CUSTOMER. CUSTOMER is responsible for maintaining its integration implementation, to be in accordance with scheduled updates to the Platform.
- CUSTOMER assumes the responsibility to develop and maintain any changes and/or customizations to its EHR required to complete the of the telehealth workflows resulting from the integration of the CUSTOMER EHR with the Platform. This includes, but is not limited to, engaging their EHR vendor and/or external consultants to implement such changes and their ongoing maintenance.
- The Direct-to-Patient (DTP) Modules support an integration with one single end-point, for example an EHR/EHR system or Health Information Exchange (HIE). If there is a need to integrate the DTP Modules with multiple discrete EHR systems, CUSTOMER shall be responsible for implementing and maintaining a single point of integration with the Platform, and any connectivity/integration efforts required to broker data exchange with CUSTOMER's multiple EHR systems.
- In addition to a pre-production environment ("Staging Environment"), American Well will make a development environment ("IOT Environment") available to CUSTOMER for development and initial testing purposes, prior to moving the integration points to the Staging environment. American Well will maintain the IOT Environment for a period of six (6) weeks following Acceptance, after which point it will be decommissioned.
- American Well's preferred mechanism for data exchange with CUSTOMER is over source and destination restricted TLS. The use of a dedicated VPN connection is also supported based on preference by the CUSTOMER at an additional cost to CUSTOMER.
- No significant changes to the SIU, ADT and/or CCD/CCD/C-CDA/MDM message reference implementations will be required by American Well.

- The estimated timeline for the integration project is 14-16 weeks (depending on the scope of the integration), beginning with the integration kickoff meeting, and ending with Acceptance of the solution. The American Well Project Manager will partner with the American Well Integration Lead, subject matter experts, and other members of the integration team, as well as CUSTOMER's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to CUSTOMER. The actual project schedule and duration is subject to change based on changes to CUSTOMER's: staffing, available funding, failure to comply with due dates established by the American Well Project Manager for critical path deliverables, or changes to any of the assumptions documented in this service brief.

3. Platform Integration: Direct-to-Patient Modules

Modules such as urgent care, behavioral health therapy and scheduled visits may benefit from the EHR integrations detailed below to better connect patient information into telehealth.

3.1. Patient Single Sign-On (SSO)

These services include:

- a) Configuration of Platform to allow both web based direct and SSO access to the Platform

Consumers who have their accounts generated in the Platform as a result of their enrollment through the CUSTOMER's Consumer Portal/Digital Property will be able to access the Platform directly by following the instructions provided in the Welcome email generated at the time their account is created – this would allow Consumers to setup a password to access the Platform directly without the need to SSO from the CUSTOMER's Consumer Portal/Digital Property.

The following activities are required for scheduling messages to be transmitted from the external system of record into the Platform:

- Workflow documentation and definition of test plans
- Setup of test environment to support documented workflows
- Quality assurance testing for primary use case and outlying use cases
- Code promotion to UAT environment
- End-to-end customer acceptance testing of the newly designed data transmission process
- Code promotion to Production environment

3.2. Project Management

In support of the integration efforts outlined above, American Well will provide project management support throughout the duration of this project in the following areas:

- Facilitation of whiteboarding sessions with CUSTOMER to establish the integration design and requirements.
- Documentation of business and detailed requirements, including workflows, alert content, and other decisions made jointly between the two teams
- Implementation of platform configuration changes to accommodate the integration design
- Coordination of the delivery of the above integration efforts
- Engagement of American Well resources in the appropriate fashion, as needed, throughout the course of the implementation project
- Creation and ongoing management of a project work plan and key milestone dates
- Management of scope, schedule, budget, risks, and issues
- Coordination and facilitation of project team meetings and status updates, including dissemination of meeting agendas and minutes

4. Acceptance

American Well will facilitate a System Integration Testing (“SIT”) exercise, during which the joint project teams test and certify both inbound and outbound integration workflows. The Project Manager and Technical Lead will lead the joint project team through the patient and provider workflows, as needed, to test all integration points.

American Well will strive to have no known issues at the end of SIT. However, non-critical exceptions may be noted for resolution later. The criteria for system acceptance (“System Acceptance Criteria”) are as follows:

- 0 Critical issues (The system crashes or does not perform under load conditions. The system stops responding or data corruption occurs. Functions are missing or crashing. A critical bug makes the entire system or a specific module part of the core workflow unusable and typically halts or dramatically slows productivity.)
- 0 Blocking issues (Blocking issues include issues that prevent functionality from being tested. Blocking issues can also include critical issues that have a workaround.)
- All test scripts have been completed

Within five (5) days of conclusion of SIT, CUSTOMER will provide sign-off to formally document system acceptance, via the Acceptance Gate Form. If the platform fails to meet the System Acceptance Criteria, CUSTOMER shall deliver to American Well a written notification describing the nonconformity in reasonable detail (“Notice of Nonconformity”) within such five (5) day period. Promptly after receiving a Notice of Nonconformity, American Well shall undertake correction efforts and redeliver the revised Platform to CUSTOMER within a reasonable period of time. Upon completion of such corrections and American Well’s redelivery to CUSTOMER of the solution, a new acceptance period of five (5) days shall commence and shall be conducted as described above. If, following that redelivery and retesting, CUSTOMER delivers another Notice of Nonconformity, CUSTOMER will have the option of (i) accepting the Platform as-is, or (ii) having American Well repeat the correction, redelivery and retesting cycle. Notwithstanding the foregoing, the platform is deemed to be accepted by CUSTOMER at the end of any acceptance testing period, if American Well has not then received a Notice of Nonconformity or Acceptance Gate Form.

5. Acceptable Uses of IOT and Staging Environments

CUSTOMER shall only input and use de-identified and/or test data in the IOT and Staging environments. The IOT and staging environments are not designed or intended to safeguard sensitive data including PHI/PII. CUSTOMER assumes all responsibility for any production (“live”) data that may be created on, input in, or stored on the IOT or Staging environments, whether intentionally or unintentionally, and will indemnify, defend and hold harmless American Well, from and against all losses, damages, liabilities, deficiencies, actions, judgments, penalties, fines, costs or expenses of whatever kind arising out of or relating to a breach of this Section 6.

CUSTOMER agrees to notify American Well immediately if PHI/PII is input into either the IOT or Staging environment. In such event, American Well, at its own discretion, will assess the viability of completing this Statement of Work and determine the proper course of action to remediate the breach.