

# Amwell Service Brief

## Visit Summary Export Integration – Amwell Home

### 1. Introduction

This Service Brief is between American Well Corporation (“**Amwell**”) and the entity named in the applicable ordering document (“**Customer**”) and is governed by the Enterprise Service 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 and shall conclude upon System Integration Acceptance (as defined and set forth in Section 4 below).

Any additional integration points and/or services not addressed in this Service Brief are out-of-scope and not included in these services. If Customer or Amwell identifies a change to the project scope or schedule, both parties will review the change, and, if such a change may result in additional efforts required to deliver any of the services detailed in this Service Brief, Amwell 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.

To the extent that Amwell resources are required to travel to perform services onsite, Customer agrees to reimburse Amwell for all reasonable travel expenses, subject to any travel and expense reimbursement terms set forth in the Agreement.

#### 1.1. Definitions & Acronyms

1. “**EHR**” means Customer’s EHR/EMR/HIE/PMS system
2. “**Inbound**” means transmittal of information from EHR to the Platform
3. “**Outbound**” means transmittal of information from the Platform to EHR
4. “**Platform**” means Customer’s instance of the Service (as defined in the Agreement)

### 2. Technical Assumptions

This Service Brief includes the following assumptions and Customer responsibilities:

- The services described below represent Amwell’s understanding of the integration project scope, which will be reviewed with Customer’s team during the integration assessment exercise after execution of the Quote.

- Amwell 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.
- The Home Platform supports integration with one single end point, for example an EMR/EHR system or Health Information Exchange (HIE). If there is a need to integrate the Platform with multiple discreet EMR 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 EMR systems.
- The Hospital Platform supports multiple EHR integrations to a single Customer enterprise. This is to support workflows that might include multiple referring sites in a HUB/SPOKE model. However, a standard Platform integration is with only one single interface. Establishing interfaces with additional EHR systems is considered outside the scope of this Service Brief. Amwell will issue a separate Statement of Work outlining the changes and any resulting pricing implications for the additional EHR integration(s). Please note that at that time a second VPN interface may need to be created to integrate into Hospital Module workflows. This would require a new production Amwell VPN if Customer is using both Home and Hospital Modules.
- No significant changes to the SIU, ADT and/or CCD/CCD/C-CDA/MDM message reference implementations will be required by Amwell to perform this work
- Currently, Amwell supports data exchange over source and destination restricted TLS. Data exchange over dedicated VPN connection is not currently supported. However, if Customer decides VPN connection is the only acceptable connection, Amwell can support the implementation of a VPN connection at an additional fee, which will be scoped in a separate service brief or statement of work and may be priced in a separate quotation.

### 3. Customer Requirements

The scope of this Service Brief is defined to be the delivery of the services outlined below. The scope details, including suggested approach for each of these services, are described in detail in subsequent sections of this Service Brief.

#### 3.1. EHR Integration on Amwell Home – Scope and Suggested Approach

Integration of the Home Platform with Customer’s existing EHR or patient portal, to support:

##### Outbound Clinical Data Exchange (Visit Summaries)

1. Outbound transmittal of patient visit summaries at time that a provider wraps up a telehealth visit (provider digitally signs telehealth visit)

##### 3.1.1. Outbound Submission of Patient Visit Summaries (#1 above)

These services include:

- a) Outbound Visit Summaries for Telehealth Visits (Platform to EHR)

The Amwell Platform will create a comprehensive summary following the completion of each telehealth visit that takes place on the Platform. Amwell will leverage existing APIs to implement an automated export of those summaries from the Platform in CCD/C-DA/MDM format at the customer's discretion, to be consumed telehealth visit by the Customer's EHR.

The following activities are required in order for telehealth visit summaries in CCD/C-DA/MDM format to be successfully delivered to Customer from the Platform:

- Documentation of data element mappings between Customer's EHR and the Platform to enable the transmittal of telehealth visit summaries in MDM/C-DA/CCD C32 format
- Definition and development of test use cases for exchange between the Platform and Customer's EHR
- Implementation of a Configuration Set needed to enable the generation of MDM/C-DA/CCD C32 documents by the Amwell Platform
- Setup and configuration of Amwell's Interface Engines to exchange MDM/C-DA/CCD C32 documents from the Amwell development, testing/UAT and production environments to the Customer's EHR
- Deployment of an interface to generate MDM/C-DA/CCD C32 documents the IOT Environment
- Testing of the generation of MDM/C-DA/CCD C32 documents in the IOT Environment
- Deployment of an interface to generate MDM/C-DA/CCD C32 documents in the Staging Environment for UAT
- UAT for Customer's primary use case and outlying use cases
- Code promotion to the Production Environment
- Production "smoke test"

The visit summaries exchanged with Customer's EHR will follow the specifications designed by Amwell for such kind of transaction and will conform to the aforementioned data mappings.

### 3.2. Project Management

In support of the integration efforts outlined above, Amwell will provide project management support throughout the duration of this Service Brief 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 Amwell 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. System Integration Acceptance

Once the Platform has been set up and delivered to Customer by Amwell, Amwell and Customer project teams will perform a joint acceptance exercise (“**System Integration Acceptance**”) during which the joint project teams test and certify both Inbound and Outbound integration workflows. The Implementation Manager and Technical Lead will lead the joint project team through provider workflows, as needed, to test all integration points.

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

- Zero (0) Critical Issues (“**Critical Issues**” mean (i) the system crashes or does not perform, (ii) the system stops responding or data corruption occurs, (iii) functions are missing or crashing, or (iv) a critical bug makes the entire system or a specific part of the core workflow unusable, halting or dramatically slowing productivity)
- Zero (0) Blocking Issues (“**Blocking Issues**” mean 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) business days of conclusion of System Integration Acceptance, Customer will provide sign-off to formally document System Integration Acceptance, via the Acceptance Gate Form. If the Platform fails to meet the System Integration Acceptance Criteria, Customer shall deliver to Amwell a written notification describing the nonconformity in reasonable detail (“**Notice of Nonconformity**”) within such five (5) business day period. Promptly after receiving a Notice of Nonconformity, Amwell shall undertake correction efforts and redeliver the revised Platform to Customer within a reasonable period of time. Upon completion of such corrections and Amwell’s redelivery to Customer of the solution, a new acceptance period of five (5) business 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 Amwell 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 Amwell has not then received a Notice of Nonconformity or Acceptance Gate Form.

## 5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 14-16 weeks, beginning with the integration kickoff meeting to begin discovery and design (the “**Discovery Session**”). The Amwell Implementation Manager will partner with the Amwell 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 Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline
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Implementation roadmap and project plan	Amwell and Customer	Email Approval	2 weeks
Configuration/customization and QA/QC of interfaces in the IOT Environment	Amwell	Email Approval	3 weeks
Development of test plans to be used during pre-certification, UAT and Go-Live validation	Amwell and Customer	Email Approval	1 week
Precertification of integration points against the IOT Environment	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
Deployment of interfaces and configuration set(s) in the Staging Environment	Amwell	Email Approval	2 weeks
UAT of integration points	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
Deployment of interfaces and configuration set(s) in the Production Environment	Amwell	Email Approval	2 weeks
Go-live validation of integration points in the Production Environment	Amwell and Customer	Signed Acceptance Gate Form	2 weeks

## 6. Acceptable Uses of the Demo Environment

Customer shall only input and use de-identified and/or test data in the Demo Environment. The Demo Environment is 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 Demo Environment, whether intentionally or unintentionally, and will indemnify, defend and hold harmless Amwell, 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.

Customer agrees to notify Amwell immediately if PHI/PII is input into Demo Environment. In such event, Amwell, at its own discretion, will assess the viability of completing the project and determine the proper course of action to remediate the breach.