Agency Dashboard
Performance Assurance

Managing and Adapting Practice (MAP)

Version 6/6/2017
MAP Agency Dashboard Performance Assurance

Agency Name: 
Contact Name: 
Information System Name: 
Email Address: 
Mailing Address: 
PracticeWise Username: 
(The ID that the agency contact uses to sign in to www.practicewise.com)

Information and Certifications

Please review the following statements and then sign below to certify:

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<tr>
<td>1.</td>
<td>A representative or team of representatives from the Agency, who are knowledgeable about the functioning of the Information System, has reviewed the current PracticeWise MAP Dashboard Integration Requirements.</td>
</tr>
<tr>
<td>2.</td>
<td>The Information System continues to function as it did at the time of the most recent MAP Agency Dashboard review. No modifications or enhancements have been made that materially affect the Information System performance relative to the PracticeWise MAP Dashboard Integration Requirements.</td>
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<tr>
<td>3.</td>
<td>The Agency will promptly notify PracticeWise if any future modifications or enhancements are made that materially affect the Information System performance relative to the PracticeWise MAP Dashboard Integration Requirements.</td>
</tr>
<tr>
<td>4.</td>
<td>The Agency accepts and will abide by the terms and conditions of the MAP Agency Dashboard Status License, if awarded.</td>
</tr>
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The information contained on this form is comprehensive and accurate. I understand that if approved, our MAP Agency Dashboard award will be valid for one year and may be renewed upon expiration. As an authorized signatory for the Agency, I certify that the above statements are true and agree to comply with the above statements.

Signature: ____________________________ Date: ________________
Printed Name: ____________________________
Title: ____________________________

Note: Digital signature is acceptable with email submission.

Submit your review via email to: review@practicewise.com      OR      Mail to: PracticeWise, LLC
Fax to: 321-426-4109
340 Lee Avenue
Satellite Beach, FL 32937

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Appendix A: MAP Agency Dashboard Status License

1. ACCEPTANCE OF TERMS

This agreement ("Agreement") is between PracticeWise, LLC ("PracticeWise"), 340 Lee Avenue, Satellite Beach, Florida, and the organization named on the attached Award of Status document ("MAP Agency"). This Agreement includes any guidelines or rules related to the Managing and Adapting Practice (MAP) System, including but not limited to the MAP Dashboard Integration Overview and MAP Dashboard Integration Requirements that are posted and updated on the practicewise.com website by PracticeWise from time to time. By using the MAP system or exercising any of the privileges of MAP Agency Dashboard status, the MAP Agency agrees to this Terms and Conditions Agreement. PracticeWise is willing to grant the MAP Agency a limited, non-exclusive license as described herein pursuant to the conditions set forth in this Agreement.

Term of License: The MAP Agency’s limited license granted hereunder will be effective for the valid period specified on the Award of Status document, provided the MAP Agency voluntarily maintains such eligibility for this status. To extend MAP Agency Dashboard status, the MAP Agency must successfully complete a MAP Agency Dashboard Performance Assurance or MAP Agency Dashboard Upgrade Performance review as specified by the performance standards current at the time of that review.

Payment as Consideration for the License Granted Herein: To qualify for the MAP Agency Dashboard status for the valid period, the MAP Agency has submitted payment for and satisfactorily completed a MAP Agency Dashboard Promotion review. To maintain MAP Agency Dashboard status throughout the valid period, the MAP Agency must maintain at individual account at practicewise.com for the MAP Agency’s specified point of contact. Payment by the MAP Agency at the current rate for the MAP Agency Dashboard Promotion, Performance Assurance, or Upgrade Performance review will include consideration for the license granted hereunder.

2. MAP AGENCY PRIVILEGES

The license grants the MAP Agency the right to publicly represent its approved system as a qualified MAP Agency Dashboard as specified on the Award of Status document. During the period that the MAP Agency successfully maintains the MAP Agency Dashboard status, group or individual subscription orders associated with the agency for other PracticeWise services may include the Clinical Dashboard resource subscription with no additional per user fee.

PracticeWise will also publicly verify to third parties that the approved system has achieved MAP Agency Dashboard status throughout the valid period. Such verification may include, but is not limited to, display of the MAP Agency’s profile information in a public registry of MAP Agency Dashboard systems on the practicewise.com website or release of the MAP Agency Dashboard Award of Status document to third parties. The MAP Agency may also be granted access to MAP System Content that PracticeWise limits to organizations with a qualified MAP Agency Dashboard system.

3. MAP AGENCY RESPONSIBILITIES

The MAP Agency agrees and acknowledges that the MAP Agency is solely responsible for use, accuracy, and adequacy of information and data of the approved dashboard system. The MAP Agency has full responsibility for the care and wellbeing of clients and any reliance on the MAP System shall not diminish that responsibility. The MAP Agency is responsible for utilizing such procedures, as it deems appropriate to verify the accuracy of information and data included or unavailable from the dashboard and that the achievement of MAP Agency Dashboard status shall not be construed as a validation or verification of the integrity of the approved dashboard system as operated. The MAP Agency acknowledges and agrees that by providing information and data with regard to the MAP System, PracticeWise is not rendering medical or other health care services or engaged in the practice of medicine and shall not be liable to any party for any act or failure to act therein, in addition and without limitation of liability provisions contained in this Agreement. The MAP Agency further agrees to the MAP’s use of the Content for such purposes as are necessary to satisfy their respective owners. The MAP Agency agrees not to use or display trademarks without the prior written consent of PracticeWise or the owner of such mark.

4. OWNERSHIP OF MAP SYSTEM AND RESTRICTIONS ON USE OF CONTENT

The Managing and Adapting Practice (MAP) System is owned by PracticeWise. The MAP Agency acknowledges that the MAP System may contain information, communications, software, photos, text, video, graphics, music, sounds, images and other material and services (collectively "Content"), which is generally provided by PracticeWise or by licensors of PracticeWise. The MAP Agency agrees and acknowledges that, notwithstanding that PracticeWise permits access to the Content, the Content or its use or the use of this MAP System is protected by patents, copyrights, trademarks, and other proprietary rights (including intellectual property rights), that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, the MAP Agency’s use of the Content shall be governed and constrained by applicable patent, copyright, trademark and other intellectual property laws. Modification or use of the MAP System and/or the Content for any commercial or non-commercial purposes requires the prior written consent of PracticeWise.

5. TERMINATION OF ACCESS

The MAP Agency acknowledges and agrees that the MAP Agency or PracticeWise may terminate the MAP Agency Dashboard agreement at any time and for any reason, including without limitation, if (i) the MAP Agency does not use the MAP System for a period of time, (ii) PracticeWise believes that the MAP Agency has violated any provision of this Agreement, or (iii) the MAP Agency has otherwise acted or failed to act in any manner that PracticeWise deems objectionable. The MAP Agency agrees that any termination of MAP Agency Dashboard status shall not result in any liability or other obligation of PracticeWise to the MAP Agency or any third party or of the MAP Agency to PracticeWise in connection with such termination.

6. DISCLAIMER OF WARRANTIES

The USE OF THE MAP SYSTEM IS SOLELY AT THE MAP AGENCY’S OWN RISK. THE MAP SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRACTICEWISE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE MAP SYSTEM, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PRACTICEWISE MAKES NO WARRANTY THAT THE MAP SYSTEM AND/OR ANY CONTENT THEREIN WILL MEET MAP AGENCY REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE MAP SYSTEM AND/OR ANY CONTENT THEREIN WILL BE ACCURATE OR RELIABLE. THE MAP AGENCY UNDERSTANDS AND ACKNOWLEDGES THAT THE MAP AGENCY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE MAP SYSTEM IS TO CEASE USING THE MAP SYSTEM.

7. LIMITATION OF LIABILITY

THE MAP AGENCY EXPRESSLY UNDERSTANDS AND AGREES THAT PRACTICEWISE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF PRACTICEWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE THE MAP SYSTEM, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND/OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR WHICH MAP AGENCY ARE UNABLE TO OBTAIN OR TRANSACTIONS EFFECTED OR FAILED TO BE EFFECTED, (iii) ANY LINK PROVIDED IN CONNECTION WITH THE MAP SYSTEM, OR (iv) ANY MATTER OTHERWISE RELATED TO MAP AGENCY’S USE OF THE MAP SYSTEM.

8. TRADEMARK INFORMATION

Practicwise and its logo are trademarks of PracticeWise. Other trademarks are owned by PracticeWise or its affiliated entities or are used with the permission of their respective owners. The MAP Agency agrees not to use or display trademarks without the prior written consent of PracticeWise or the owner of such mark.
9. MISCELLANEOUS

The MAP Agency understands and agrees that PracticeWise may from time to time establish and revise practices and limitations concerning the MAP System and MAP Agency use of the MAP System. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The MAP Agency and PracticeWise and any of its affiliates, employees, contractors, officers, or directors agree that this Agreement and the relationship between the MAP Agency and PracticeWise will be governed by the laws of the State of Florida, without respect to its conflict of laws provisions, and that venue with respect to any dispute between the MAP Agency and PracticeWise will rest exclusively in the state and federal courts located in the state of Florida. The failure of PracticeWise to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or condition. The MAP Agency agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the MAP System or this Agreement must be filed within one year after such claim or cause of action arose. PracticeWise may provide notice to the MAP Agency by email or regular mail. The practicewise.com website may also provide notice of changes to this Agreement at any time and from time to time by displaying notices to MAP Agency on pages of the practicewise.com website. The section titles of this Agreement are merely for convenience and will not have any effect on the substantive meaning of this Agreement.