

STATE SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the “Agreement”) is entered into between the State of Connecticut (“the State”) and Practice Fusion, Inc. (“Practice Fusion”), collectively, “the Parties.”

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. Practice Fusion is a vendor of health information technology incorporated in Delaware and headquartered in San Francisco, California. Allscripts Healthcare, LLC, an indirect subsidiary of Allscripts Healthcare Solutions, Inc. (“Allscripts”), acquired Practice Fusion on or around February 13, 2018.

B. The State contends that it has certain civil claims against Practice Fusion for causing healthcare providers to submit (a) false claims for incentive payments to the State’s Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”) based on the use of Practice Fusion’s electronic health record (EHR) software; and (b) false claims to Medicaid when such claims were tainted by unlawful remuneration.

C. Practice Fusion knew that in order to receive incentive payments under the Centers for Medicare & Medicaid Services (“CMS”) EHR Incentive Payment Programs, eligible healthcare providers were required to use certified EHR software. The State contends that Practice Fusion knew that several versions of its EHR software as used by healthcare providers would not satisfy applicable 2014 Edition criteria for certification under the Office of National Coordinator’s (“ONC’s”) Health IT Certification Program. Specifically, the State alleges that those versions of Practice Fusion’s EHR software did not:

- (a) allow users to electronically create a set of standardized export summaries for all patients within the EHR technology in accordance with 45 CFR § 170.314(b)(7). Additionally, the State contends that Practice Fusion disabled the self-service data export feature in its EHR software altogether, and instead required users to contact Practice Fusion to request export of patient data;
- (a) enable a user to electronically record a patient’s active problem list using the standard vocabulary known as Systematized Nomenclature of Medicine – Clinical Terms (“SNOMED CT”) as required for its certification in accordance with 45 CFR § 170.314(a)(5); and
- (b) always incorporate clinical laboratory tests and values/results using the standard vocabulary known as Logical Observation Identifiers Names and Codes (“LOINC”), or create clinical summaries using LOINC codes as required for its certification in accordance with 45 CFR § 170.314(b)(2), (b)(5), and (b)(7).

Nevertheless, to ensure that its EHR software was certified, the State contends that Practice Fusion falsely represented to its ONC Authorized Certification Body (“ONC-ACB”) that its EHR software complied with all applicable requirements for certification to the 2014 Edition criteria under ONC’s Health IT Certification Program. Consequently, the State alleges that Practice Fusion knowingly caused eligible healthcare providers who used certain versions of its EHR software to falsely attest to compliance with CMS requirements necessary to receive Medicare incentive payments during the reporting periods for 2014 through 2016 and Medicaid incentive payments during the reporting periods for 2014 through 2017.

D. Clinical decision support (“CDS”) is a key functionality of EHR software that enables evidence-based clinical decision support interventions when a user is interacting with the EHR technology. The State contends that, between November 2013 and August 2017, Practice

Fusion solicited and received improper remuneration from certain pharmaceutical manufacturers based on the anticipated financial benefit to the pharmaceutical manufacturers from increased sales of pharmaceutical products that would result from CDS alerts Practice Fusion would deploy within its EHR software. Practice Fusion permitted pharmaceutical manufacturers that paid Practice Fusion to participate in designing the CDS alert, including selecting the guidelines used to develop the alert, setting the criteria that would determine when a healthcare provider received an alert, and in some cases, even drafting the language used in the alert itself. The State alleges that the CDS alerts that Practice Fusion agreed to implement did not always reflect accepted medical standards. Indeed, in at least one case, Practice Fusion's own legal department noted that the guidance was "not the gold standard." Although the CDS alerts appeared to healthcare providers as unbiased medical information, the State contends that the CDS alerts were, in some instances, designed to encourage users to prescribe a specific product or class of products. Therefore, the State alleges that Practice Fusion knowingly and willfully solicited and received remuneration from pharmaceutical manufacturers in return for arranging for or recommending purchasing or ordering of a good or item for which payment may be made in whole or in part under a Federal health care program in violation of the Anti-Kickback Statute ("AKS"), 42 U.S.C. § 1320a-7b, and that the claims for payment that providers submitted, between April 2014 and April 2019 to the State's Medicaid program for prescriptions which were tainted by these kickbacks are false claims. The agreements covered by this subparagraph are those entered into between Practice Fusion and various pharmaceutical manufacturers for fourteen separate CDS arrangements that were first entered into on the following dates: November 11, 2013; June 26, 2014; September 10, 2014; October 16, 2014; April 7, 2015; May 26, 2015; December 4, 2015 (two arrangements in a single contract); March 1, 2016; April 1,

2016; May 17, 2016; November 23, 2016; February 27, 2017; and, August 17, 2017. The conduct described in Paragraphs C and D is the “Covered Conduct.”

E. Practice Fusion will enter into a separate deferred prosecution agreement (“DPA”) with the United States Attorney’s Office for the District of Vermont pertaining to a specific CDS arrangement.

F. Practice Fusion has entered into a separate civil settlement agreement (the “Federal Settlement Agreement”) with the “United States of America” (the “United States”) as that term is defined in the Federal Settlement Agreement.

G. Except to the extent admitted in Practice Fusion’s deferred prosecution agreement, this Settlement Agreement is neither an admission of facts or liability by Practice Fusion, nor a concession by the State that its allegations are not well founded.

H. The Parties mutually desire to reach a full and final settlement as set forth below.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. Practice Fusion agrees to pay to the United States and the Medicaid Participating States (as defined in sub-paragraph (c) and subject to the non-participating state deduction provision of sub-paragraph (d) below), collectively, the sum of \$118,642,000 plus accrued interest at the rate of 2.125 percent per annum from August 6, 2019, and continuing and including the day of full and final satisfaction of the Settlement Amount (the “Settlement Amount”). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the “effective date” of the Federal Settlement Agreement, as defined therein

and subject to the terms of this Agreement. The debt shall be discharged by payments to the United States and the Medicaid Participating States under the following terms and conditions:

a. Practice Fusion shall pay to the United States the sum of \$113,374,952 plus accrued interest as set forth above, of which \$56,687,476 is restitution. Practice Fusion shall deposit \$5,267,048 (the “Medicaid State Settlement Amount”) plus interest as set forth above, into one or more interest-bearing money market or bank accounts that are held in the name of Practice Fusion or a subsidiary of Practice Fusion, but segregated from other Practice Fusion accounts (the “State Settlement Accounts”) pursuant to the payment schedule attached hereto as Exhibit A (“Payment Schedule”), and make payment from the State Settlement Accounts by electronic funds transfer to the Medicaid Participating States, including interest accrued pursuant to the terms of the State Settlement Agreements, pursuant to written instructions from the State Practice Fusion Team (“State Team”).

b. The total Medicaid recovery for the Covered Conduct is \$11,111,916, consisting of \$5,267,048 plus interest as set forth above for the states pursuant to this Agreement, and \$5,844,868 for the United States pursuant to the Federal Settlement Agreement. Practice Fusion shall pay to the Medicaid Participating States the sum of \$5,267,048 plus accrued interest as set forth above, such interest continuing to and include the day payment is made under this Agreement (the “Medicaid State Settlement Amount”), subject to the non-participating state deduction provision of sub-paragraph (d) below (the “Medicaid Participating State Settlement Amount”), no later than seven (7) business days after the expiration of the 45-day opt-in period for Medicaid Participating States described in sub-paragraph (c) below. The Medicaid Participating State Settlement Amount shall be paid and immediately deposited by electronic funds transfer to the New York State Attorney General’s National Global Settlement Account pursuant to written instructions from the State Team, which written instructions shall be delivered to counsel

for Practice Fusion. This electronic funds transfer shall constitute tender and negotiation of the State Amount as defined in Paragraph III. 1. (d) below.

c. Practice Fusion shall execute a State Settlement Agreement with any State that executes such an Agreement in the form to which Practice Fusion and the State Team have agreed, or in a form otherwise agreed to by Practice Fusion and an individual State. The State shall constitute a Medicaid Participating State provided this Agreement is fully executed by the State and delivered to Practice Fusion's attorneys within 45 days of receiving this Agreement. Practice Fusion's offer to resolve this matter with the State shall become null and void absent written agreement between counsel for Practice Fusion and the State Team to extend the 45-day period.

d. The total portion of the amount paid by Practice Fusion in settlement for the Covered Conduct for the State is \$336,087.89, consisting of a portion paid to the State under this Agreement and another portion paid to the United States as part of the Federal Settlement Agreement. The amount allocated to the State under this Agreement is the sum of \$201,668.79 plus applicable interest (the "State Amount"), of which \$100,834.39 is restitution. If the State does not execute this Agreement within 45 days of receiving this Agreement, the State Amount shall be deducted from the Medicaid State Settlement Amount and shall not be paid by Practice Fusion absent written agreement between counsel for Practice Fusion and the State Team to extend the time period for executing this Agreement.

e. Allscripts has executed a guaranty agreement with the State covering the Settlement Amount ("Guaranty Agreement") attached hereto as Exhibit B.

f. In the event of the sale or other disposition of Practice Fusion, the outstanding balance of the Settlement Amount (including interest then accrued) will be accelerated and immediately due.

g. In the event that Practice Fusion fails to pay the designated portion of the Medicaid State Settlement Amount as provided in Paragraph 1 and Exhibit A by the date when each such payment is due, Practice Fusion shall be in Default of its payment obligations (“Default”). If Practice Fusion fails to cure such Default by making the full payment within ten (10) calendar days, then the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the unpaid balance of the Settlement Amount shall thereafter accrue at the rate of 12 percent per annum, compounded daily from the eleventh calendar day after Default, on the remaining unpaid total (principal and interest balance). In the event of Default that is not cured within ten (10) calendar days, the State, at its sole discretion, may, after notice to Practice Fusion of Default, (a) offset the remaining unpaid balance from any amounts due and owing to Practice Fusion by any department, agency, or agent of the State at the time of the Default; or (b) exercise any other rights granted by law or in equity, including the option of referring such matters for private collection. Practice Fusion agrees not to contest any offset imposed and not to contest any collection action undertaken by the State pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the State. At its sole option, in the event of a Default by Practice Fusion and Guarantor’s failure to make payment within the time set forth in paragraph 3 of the Guaranty attached hereto as Exhibit B, the State alternatively may, with notice to Practice Fusion and Allscripts, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Practice Fusion for the claims that would otherwise be covered by the release provided in Paragraph 2, below. In the event that the State opts to rescind this Agreement pursuant to this Paragraph or Paragraph 8 or Paragraph 10, Practice Fusion agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are: (a) filed by the State against Practice Fusion within 90 days

of written notification that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on or before the Effective Date of this Agreement. For purposes of this Paragraph, notice to Practice Fusion will be effected by email to Practice Fusion's undersigned counsel, and notice to Allscripts will be effected in accordance with the terms of the Guaranty Agreement.

2. Subject to the exceptions in Paragraph 3 below, and subject to Paragraph 8 below (concerning disclosure of assets to the United States) and Paragraph 1.g. above (concerning default), and upon Practice Fusion's full payment of the Medicaid State Settlement Amount pursuant to Paragraph 1.b. above, the State releases Practice Fusion, together with its predecessors, and its current and former divisions, parents, subsidiaries, successors, and assigns (collectively, the "Practice Fusion Released Entities"), from any civil or administrative monetary cause of action that the State has for any claims submitted or caused to be submitted to the State's Medicaid Program as a result of the Covered Conduct.

3. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the State are specifically reserved and are not released:

- (a) any criminal, civil, or administrative liability arising under state revenue codes;
- (b) any criminal liability;
- (c) any civil or administrative liability that any person or entity, including the Practice Fusion Released Entities, has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 2 above, including, but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- (d) any liability to the State for any conduct other than the Covered Conduct;
- (e) any liability based upon obligations created by this Agreement;
- (f) except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusions from the State's Medicaid Program;
- (g) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- (h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- (i) any liability for failure to deliver goods or services due; or
- (j) any liability of individuals.

4. Practice Fusion waives and shall not assert any defenses it may have to criminal prosecution or administrative action for the Covered Conduct, which defenses may be based in whole or in part on a contention, under the Double Jeopardy Clause of the Fifth Amendment of the U.S. Constitution or the Excessive Fines Clause of the Eighth Amendment of the U.S. Constitution, that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. In consideration of the obligations of the State set forth in this Agreement, the Practice Fusion Released Entities waive and discharge the State and any of its agencies, departments, and personnel including, but not limited to, officials, employees, and agents, whether current or former in their official and individual capacities from any causes of action (including attorneys' fees, costs, and expenses of every kind and however denominated) which the Practice Fusion Released Entities have against the State and any of its agencies, departments, and personnel as previously referenced arising from the State's investigation and prosecution of the Covered Conduct.

6. The amount that Practice Fusion must pay to the State pursuant to Paragraph III.1. above will not be decreased as a result of the denial of any claims for payment now being withheld from payment by the State's Medicaid Program, or any other state program payor, for the Covered Conduct; and Practice Fusion agrees not to resubmit to the State's Medicaid Program or any other state program payor, any previously denied claims, which denials were based on the Covered Conduct, and agrees to withdraw the appeal of, or not to appeal or cause the appeal of, any such denials of claims.

7. Practice Fusion shall not seek payment for any claims for reimbursement to the State's Medicaid Program covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

8. Pursuant to the terms set forth in the Federal Settlement Agreement, "Practice Fusion has provided sworn financial disclosure statements (Financial Statements) to the United States, and the United States has relied on the accuracy and completeness of those Financial Statements in reaching the Federal Settlement Agreement. Practice Fusion warrants that the Financial Statements are complete, accurate, and current. If the State learns of asset(s) in which Practice Fusion had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the State learns of any misrepresentation by Practice Fusion on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$8 million or more, the State may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Practice Fusion previously undisclosed. Practice Fusion agrees not to contest any collection action undertaken by the State pursuant to this provision, and immediately

to pay the State all reasonable costs incurred in such an action, including attorney's fees and expenses."

9. Practice Fusion warranted in the Federal Settlement Agreement that it has reviewed its financial situation and that, subject to the Guaranty Agreement, it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the State of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Practice Fusion, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Practice Fusion was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

10. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

11. Practice Fusion agrees to cooperate fully and truthfully with any State investigation of individuals or entities not released in this Agreement. Upon reasonable notice of such an investigation, Practice Fusion shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its reasonable best efforts to make available and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals and of Practice Fusion. Upon request, Practice Fusion agrees to furnish to the State complete and unredacted copies of all

non-privileged documents including, but not limited to, reports, memoranda of interviews, and records in its possession, custody or control, concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf. Practice Fusion shall be responsible for all costs it may incur in complying with this paragraph.

12. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

13. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 14 (waiver for beneficiaries paragraph), below. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

14. Practice Fusion agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

15. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

16. In addition to all other payments and responsibilities under this Agreement, Practice Fusion agrees to pay the State Team's reasonable expenses and fees, including travel costs, consultant expenses, and administrative fees. Practice Fusion will pay this amount by separate check made payable to the National Association of Medicaid Fraud Control Units, after the Medicaid Participating States execute their respective Agreements, or as otherwise agreed by the Parties.

17. This Agreement is governed by the laws of the State, and venue for addressing and resolving any and all disputes relating to this Agreement shall be the state courts of appropriate jurisdiction of the State.

18. The undersigned Practice Fusion signatories represent and warrant that they are authorized as a result of appropriate corporate action to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

19. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute acceptable binding signatures for purposes of this Agreement, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

20. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.

21. This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

23. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by the Parties to this Agreement and shall not, therefore, be construed against any of the Parties for that reason.

FOR THE STATE OF CONNECTICUT

State of Connecticut

**State of Connecticut
Division of Criminal Justice
Medicaid Fraud Control Unit**

**State of Connecticut
Department of Social Services
[Connecticut Medicaid Agency]**

By _____
William Tong
Attorney General
By Robert B. Teitelman
Assistant Attorney General

By _____
John J. Russotto
Acting Chief State's Attorney
By Christopher T. Godialis
Supv. Asst. State's Attorney
Director, CT MFCU

By _____
Deidre S. Gifford
Commissioner

Date: _____

Date: _____

Date: _____

PRACTICE FUSION - DEFENDANT

DATED: _____

BY: _____
[Name]
[Title]
Practice Fusion, Inc.

DATED: _____

BY: _____
JOSHUA LEVY
AARON KATZ
PATRICK WELSH
Counsel for Practice Fusion, Inc.

EXHIBIT A

Federal Settlement Amount Payment Schedule

| Due Date | Payment |
|---|------------------------------------|
| Within 10 calendar days of the Effective Date of the Federal Settlement Agreement | \$28,343,738 plus accrued interest |
| No later than three months after the Effective Date of the Federal Settlement Agreement | \$28,343,738 plus accrued interest |
| No later than six months after the Effective Date of the Federal Settlement Agreement | \$28,343,738 plus accrued interest |
| No later than nine months after the Effective Date of the Federal Settlement Agreement | \$28,343,738 plus accrued interest |

Medicaid State Settlement Amount Payment Schedule

| Due Date | Payment |
|---|-----------------------------------|
| Within 10 calendar days of the Effective Date of this Agreement | \$1,316,762 plus accrued interest |
| No later than three months after the Effective Date of this Agreement | \$1,316,762 plus accrued interest |
| No later than six months after the Effective Date of this Agreement | \$1,316,762 plus accrued interest |
| No later than nine months after the Effective Date of this Agreement | \$1,316,762 plus accrued interest |

EXHIBIT B

GUARANTY AGREEMENT

This Guaranty Agreement is entered into by and among Allscripts Healthcare Solutions, Inc., (“Guarantor”) and the State of Connecticut (“the State”) (collectively the “Parties”).

WHEREAS, the State contends that it has certain civil claims against Practice Fusion for causing healthcare providers to submit (a) false claims for incentive payments to the State’s Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”) based on the use of Practice Fusion’s electronic health record (EHR) software; and (b) false claims to Medicaid when such claims were tainted by unlawful remuneration.

WHEREAS, the State and Practice Fusion wish to settle the allegations through the execution of a Settlement Agreement (attached as Exhibit 1);

WHEREAS, as of February 13, 2018, Guarantor became the ultimate parent of Practice Fusion and is released by the Settlement Agreement;

WHEREAS, at the time of execution of this Guaranty Agreement, Guarantor is the ultimate parent and majority owner of Practice Fusion;

IT IS HEREBY AGREED that, in exchange for adequate consideration, the Parties shall undertake the following obligations:

TERMS AND CONDITIONS

1. Statement of Guaranty. The Guarantor unconditionally guarantees the prompt payment of all financial obligations of Practice Fusion to the State as set forth in the Settlement Agreement. Hereinafter, these financial obligations will be referred to as the “Guaranteed Obligations”.

2. Nature of Guaranty. The Guaranty set forth in Paragraph 1 of this Guaranty Agreement constitutes a guaranty of payment of the Guaranteed Obligations and shall not be affected by any event, occurrence or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor or surety (other than full and complete payment of the Guaranteed Obligations). In the event that any payment by Practice Fusion of the Guaranteed Obligations is rescinded or must otherwise be returned by virtue of any action by any bankruptcy court, the Guarantor shall remain liable hereunder with respect to such Guaranteed Obligations as if payment had not been made. The Guarantor agrees that the State may resort to Guarantor for payment of the Guaranteed Obligations if Practice Fusion fails to pay the full amount of any of the Guaranteed Obligations in accordance with the terms of the Settlement Agreement, without regard to whether the State should have proceeded against any other person or entity primarily or secondarily obligated with respect to any of the financial obligations, which are set forth in the Settlement Agreements.

3. Acceleration. Guarantor agrees that, within 20 calendar days of receipt of written notice from the State that Practice Fusion has failed to pay the full amount of any of the Guaranteed Obligations in accordance with the terms of the Settlement Agreement, Guarantor will pay in full the amount then due under the Settlement Agreement. Guarantor understands that the failure to adhere fully to the terms of this paragraph would be a material breach of this Guaranty Agreement.

4. No Waiver; Cumulative Rights. No failure on the part of the State to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the State of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every

right, remedy and power hereby granted to the State or allowed by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the State from time to time.

5. Effective Date. This Guaranty Agreement shall become effective on the date the Settlement Agreement is executed.

6. Subrogation. Guarantor shall not exercise any subrogation rights it may acquire against Practice Fusion as a result of this Guaranty Agreement until all of the financial obligations to the State have been paid in full.

7. Notice. Any notices that must be sent to the Guarantor as required by this Guaranty Agreement shall be sent by express mail and email addressed to the following:

Allscripts Healthcare Solutions, Inc.
ATTN: General Counsel
222 Merchandise Mart Plaza, 20th Floor
Chicago, IL 60654
legal.notices@allscripts.com

8. Duration. This Guaranty shall continue in full force and effect until payment in full of the Guaranteed Obligations or until all the Parties mutually agree in writing that this Guaranty Agreement shall be revoked.

9. Entire Agreement. Each Party hereto represents and warrants that the Guaranty Agreement, including the Settlement Agreement which is incorporated by reference into the Guaranty Agreement, constitute a valid and binding agreement enforceable against each Party in accordance with its terms. The Guaranty Agreement and all Exhibits thereto, including the Settlement Agreement, embody the entire agreement among the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Guaranty Agreement and the Exhibits thereto. The Guaranty Agreement and the Exhibits thereto supersede all previous

communications, representations or agreements, either verbal or written, between Guarantor and the State.

10. Severability. Should any one or more provisions of this Guaranty Agreement be determined to be illegal, unenforceable, void or voidable, all other provisions shall remain in effect.

11. Assignment. No Party hereto may assign its rights, interest or obligations hereunder to any other person or entity without prior written consent of the other Party. The provisions of this Guaranty Agreement shall be binding on the Parties hereto and their successors and assigns.

12. Miscellaneous. This Guaranty Agreement shall not be amended except in a writing signed by all Parties. Each signatory hereto represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Party for whom he or she is purporting to act. This Guaranty Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

13. Governing Law: Consent to Jurisdiction. This Guaranty Agreement shall be governed by and construed in accordance with federal common law. The Parties consent to the jurisdiction of the United States District Court for the District of Vermont in any action to enforce any term of this Guaranty Agreement.

FOR THE STATE OF CONNECTICUT

State of Connecticut

**State of Connecticut
Division of Criminal Justice
Medicaid Fraud Control Unit**

**State of Connecticut
Department of Social Services
[Connecticut Medicaid Agency]**

By _____
William Tong
Attorney General
By Robert B. Teitelman
Assistant Attorney General

By _____
John J. Russotto
Acting Chief State's Attorney
By Christopher T. Godialis
Supv. Asst. State's Attorney
Director, CT MFCU

By _____
Deidre S. Gifford
Commissioner

Date: _____

Date: _____

Date: _____

GUARANTOR

DATED: _____

BY:

PAUL M. BLACK
Chief Executive Officer
Allscripts Healthcare Solutions, Inc.