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Contracting with Healthcare Software Vendors from the Provider/Licensee Perspective

Healthcare providers periodically find it necessary to contract with information technology vendors to upgrade their computer systems. Providers may also find themselves contracting with healthcare software vendors to take advantage of financial incentives available to implement and use electronic health records (EHR).

The healthcare software vendor often presents a preprinted form license and services agreement (usually in small typeface) for execution by the provider. Many times a provider will focus only on the various license and service fees, and terms for payment, to the exclusion of other issues. We find that the preprinted form agreements, by inclusion of certain objectionable non-price terms and by omission of other terms, are almost always one-sided in favor of the vendor. For example, to avoid a failed implementation providers should insist that implementation services be specified, that a schedule be established for achievement of milestones, that testing be performed prior to a “go-live” date and acceptance criteria be developed. For more information on these and other contract matters, please [click here](#).

If you have any questions, please feel free to contact Chris Was (615-744-8527 | cwas@millermartin.com) or any other member of Miller & Martin’s Health Care Practice Group.

The opinions expressed in this bulletin are intended for general guidance only. They are not intended as recommendations for specific situations. As always, readers should consult a qualified attorney for specific legal guidance. Should you need assistance from a Miller & Martin attorney, please call 1-800-275-7303.

ATLANTA

1170 Peachtree Street N.E.
Suite 800
Atlanta, GA 30309

CHATTANOOGA

832 Georgia Avenue
Suite 1000 Volunteer Building
Chattanooga, TN 37402

NASHVILLE

150 Fourth Avenue, North
1200 One Nashville Place
Nashville, TN 37219