



## Rules and Guidance on Disclosures Language

The specifics of the disclosures language are left to each certifying organization, but the following rules and guidelines for ensuring transparency compliance are used by DG ONC-ACB (key words from [RFC 2119](#)).

The attributed service, functionality or software **MUST** be referenced in “human readable” text and not solely in reference to the ONC criteria. For example, “online portal service” rather than “170.314.e.1”. However, the ONC criteria **MAY** be included for clarity.

In situations where the same types of cost apply to different services, each part **MAY** be listed in a sentence clearly identifying the cost attributes. For example, “a one-time fee is required to establish interfaces for reporting to immunization registries, cancer registries, and public health agencies.”

Use these questions to help guide you when writing your disclosure letter.

<b>ADDITIONAL COSTS:</b>	
What costs/fees are not included in the initial purchase of this software?	Maintenance and Submission fees are separate
Are these costs/fees fixed, one-time, recurring, ongoing, monthly, transaction based, annual, etc?	Billed annually
What software must be purchased that is not included in the initial purchase of this software?	None
What kinds of services, functionality, or software is attributed to this cost?	N/A
Are there are any limitations of workstations or licenses where the software is deployed, volume of transactions or usage, or associated bandwidth limitations?	No

<b>CONTRACTUAL OBLIGATIONS:</b>	
Does a provider have to sign a contract when purchasing your product?	Yes
If so, what are the terms for contractual obligation? (ie. 1 year contract)	2 year contract then auto-renewed annually



<b>TECHINCAL OR PRACTICAL LIMITATIONS:</b>	
Are there any additional services a provider must purchase that is not included in the initial purchase?	No
Is it necessary to engage with a third party in order to use your product?	No
If there are third parties involved, are there any limitations to who they choose for this service?	No
To your knowledge, is there an agreement that providers must enter into with this third party?	No
If there is a third party involved, are there any limitations to which third party the provider chooses in order to use your software? Any limitation that would inhibit a provider from using your product must be stated.	No

ITEMS THAT DO NOT NEED TO BE INCLUDED:

- Software and services which are included in the normal purchase price of the EHR technology capabilities SHOULD NOT be included. For example, the purchase price includes ongoing support for full use of online patient portal for any customer.
- Additional software or services which an EP, EH or CAH MAY elect to obtain but which are not within the scope of the Health IT's certification. For example, a separate PMS software to enable billing but not essential to meet Meaningful Use objectives and measures or to achieve any other use within the scope of the health IT's certification.