

## Revenue Cycle Management ("RCM") Service Schedule

### CONFIDENTIAL

**1. RCM Services.** Subject to the terms of this Service Schedule, if Customer has purchased the RCM Services, Company shall provide to Customer Company's RCM Services, which may include clearinghouse management, charge entry, invoice and claim generation, claims review and scrubbing, claim submission, rejection and refiling management, denial management including reasonable appeals, payment and adjustment posting, patient billing, account management including monthly meetings with clinic management, and reasonable reports review (the "RCM Services"). Company will perform the RCM Services in good faith, with reasonable care, in a manner consistent with all applicable laws, and at all times in the name of the applicable Customer. This Service Schedule is subject to the terms and conditions of the Agreement.

a. *Implementation.* During implementation, Company will perform tasks reasonably required to establish the systems and work flows associated with Customer's use of the RCM Services including assisting Customer with establishing Electronic Funds Transfer ("EFT") and Electronic Data Interchange ("EDI").

b. *Training.* Company will provide web-based training specific to the requirements of the RCM Services.

c. *Claim/Invoice Review.* Company will send the Customer's applicable provider an alert or task message for any coding errors or problems to the extent such items are identified for review, addendum and/or possible correction by such provider.

d. *Claims Scrubbing.* If the RCM Services include a third-party claim scrubbing service, then as a condition of receiving the scrubbing service, Customer may be required to sign-up and agree to the third-party's terms and conditions for such service.

e. *Standard EDI Services.* Company has contracted with a third party for electronic claims processing for the Services to be provided to Customer.

f. *Claims Submission.* Company will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for services that (i) Customer has provided all necessary and accurate information; (ii) is for a patient encounter that has been electronically signed off by Customer pursuant to Company's policies and procedures; and (iii) is not subject to a billing hold. Company will not have any responsibility for any adverse impact to Customer that may result from any delay of Customer in completing claims.

g. *EOBs.* Company will timely post the Explanation of Benefits ("EOB") remittance details. In the event a payer does not indicate how the payment should be allocated to invoice line items, Company will contact the payer for clarification on the payment. Company may also contact Customer directly for assistance in how to allocate the funds. In the unlikely event Company is unable to secure the necessary information, Company will distribute a source payment in accordance with Company's policies and procedures.

h. *Patient Claims, Payment and Account Calls.* Company will send out patient statements via a third-party vendor. Company is not responsible for sending claims outside of the United States or its territories; Company will however, send patient statements to foreign addresses to the extent such service may be provided by the statement vendor and for the additional charge as may be assessed by such third-party statement vendor. Company will send out no more than three (3) statements for a patient balance. Thirty (30) days following the final statement Company will assign the account to the appropriate party (Customer or third-party collection agency) for further follow up. Company will not be obligated to provide any additional services

for such overdue balances and Company does not provide defaulted account patient collection services. Customer understands and agrees that Company will not engage in direct verbal or electronic communications or meetings with any third parties regarding any disputed or overdue payments. Standard patient accounts receivable and statement calls can be received by Company through a toll free or local number which will be indicated on Customer's patients' statements. Company strongly suggests that Customer maintains a designated individual at Customer's facility capable of handling face-to-face billing and statement questions or other direct communications to Customer related to such items. Notwithstanding the foregoing, if Customer elects to purchase additional patient payment services, different terms and conditions may apply.

i. *Monthly Reporting.* Company RCM Services will provide Customer with access to standard financial and management reports, which may include financial activity reports, accounts receivable reports and CPT utilization reports. Company will hold a monthly conference call with Customer's designated representative(s) to discuss the standard reports or billing related issues.

j. *Merchant Services Account Used for Credit/Debit Card Processing.* Company RCM Services include a service that allows Customer's patients to call the contact number as shown on the statement or return the statement with credit card information for processing. The Company designated representative for Customer is able to process credit/debit card payments over the phone and directly deposit funds into the designated account at Customer's Bank. The fees for processing these payments will appear on the merchant services account bill Customer receives directly from the selected merchant services vendor.

k. *Insurance Follow-up and Appeals Management.* For up to one hundred and twenty (120) days following the date of initial submission of a claim by Company, Company agrees to use commercially reasonable efforts to follow up on any claims left unpaid or denied by an insurance payer. For a claim that is modified by Customer and resubmitted by Company, Company will apply this same time period to follow-up on such a modified claim.

l. *Refunds.* Company will notify Customer as soon as reasonably practicable if Company reasonably believes that Customer has received an overpayment with respect to any claim or bill or that any billing impropriety has occurred. Refunds will be identified as to amount and party due the refund, but the actual funding of the refund payment is Customer's responsibility.

m. *Audits.* Unless otherwise prohibited from doing so, Company will notify Customer of any notices of audit, requests for medical records or other correspondence received by Company from Medicare, Medicaid or private payers. To the extent that Company has retained applicable records, Company will reasonably assist with the provision of such applicable records to Customer for any reviews or audits of Customer's claims by a federal, state or local regulatory agency or contractors which occur in the normal course of Customer's business.

n. *Document Retention.* Company will maintain copies of all written communications, records and documents received from payers for twelve (12) months from the date of such communication, records or documents, after which time they may be purged. If Customer would like to retain any of these communications, records or documents beyond twelve (12) months, it is Customer's responsibility to ensure that it has copies of such communications, records or documents prior to the expiration of such twelve-month period. Company will provide such copies upon Customer's request and at the Customer's expense.

o. *Invoices Sent to Third Parties for Collection.* In the event Customer has invoices that are sent directly to law firms or other third parties for collection, Company will post payments from

these types of payers but Company will not perform billing follow-up functions. The fees charged by any such third parties will be the responsibility of Customer.

p. *Customer Service Line.* Company will provide a staffed nationwide toll-free telephone number, from 8:30 a.m. to 5:00 p.m. CST Monday through Friday, to answer patient or insurance carrier inquiries about billing or collections and respond to all telephone inquiries and written correspondence from patients and insurance carriers concerning patient accounts within twenty-four (24) hours.

**2. Customer Responsibilities.** The responsibilities listed in this Section are in addition to those responsibilities specified in the Agreement and otherwise set forth herein. Company's performance is predicated upon the following responsibilities being managed and fulfilled by Customer:

a. *Charges.* Customer will submit to Company for processing all charges generated for health care services rendered by the Customer (Tax ID) during the term of the RCM Service Schedule.

b. *Training.* Customer agrees to engage in commercially reasonable efforts to successfully complete the RCM Services training provided by Company and ensure that the designated point(s) of contact complete RCM Services training.

c. *Claims.* Customer shall fully comply with all applicable (federal and state) laws and regulations as well as the Customer's own contractual agreements related to the submission of claims for healthcare services provided by Customer or its Providers. All information and documentation provided by Customer related to the claim shall be timely, accurate, complete and truthful and Customer warrants that Company may rely on such information in the provision of its RCM Services. Unless Customer has purchased Coding Services from Company, Customer shall be solely responsible for assigning and entering the appropriate billing codes and otherwise completing all claims prior to submitting them to Company for submission to the applicable third-party payer. Customer understands that Company will have no obligations to further process or perform any of the RCM Services and Company will not create invoices or claims for services that have not been officially signed and marked as "ready to bill."

d. *Required Processes.* Customer will implement standard commercially reasonable actions and processes as may be requested by Company from time-to-time to allow Company to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Copies of insurance cards scanned and attached to the patient's demographic record at least once per year or upon a change of information;

ii. Obtain at least one copy of the patient's driver's license scanned image and attach it to the patient's demographic record once per year;

iii. Confirm with the individual patient and update the patient's demographic/insurance data at every patient encounter;

iv. Obtain insurance eligibility status for all patients prior to services being rendered;

v. Obtain prior authorizations for any services requiring them;

vi. Obtain all required Advanced Beneficiary Notices and other required insurance or third-party payer documentation before the patient receives specific tests or procedures in question and attach the ABN form or other appropriate forms to the patient's chart in the document folders specified by the Company Revenue Cycle Services group;

vii. Timely and promptly enter all patient payments received by the Customer into Customer's EHR/PM System;

viii. Furnish and/or assist with obtaining access to payer websites;

ix. Provide Company with all documentation received from payers, including, but not limited to explanations of benefits, payer newsletters, pre-existing questionnaires, and use the storage and notification methods specified by Company;

x. Maintain up to date fee schedules;

xi. Customer is responsible for obtaining a copy of the contracted allowed fees from all payers except for Medicare and Medicaid fee schedules, which Aprima will download.

xii. Maintain a Financial Policy outlining credit, collection, and refund policies;

xiii. Attempt to obtain payment for prior and current services from all patients at every patient visit/encounter; and

xiv. Respond promptly and within no more than five (5) business days to any requests for response or follow up sent by Company to Customer.

xv. Customer is responsible for designating a representative (i.e., Provider or Manager) to be available for monthly telephone conferences.

e. *DDE*. If direct data entry (DDE) for claims is required for a certain payer(s), then the DDE process will be the sole responsibility of the Customer and not of Company.

f. *Payments*. All patients and payers will be directed to send all payments for health care services directly to Customer. Customer is responsible for properly processing and depositing any checks Customer receives regardless of payer. Customer is also responsible for verifying receipt of funds through EFT during implementation and anytime thereafter at the request of Company.

g. *Refunds*. Customer is solely responsible for funding and promptly issuing such refunds to payers and patients. Customer agrees to refund all government payors within sixty (60) days of the date the overpayment was discovered.

h. *Operating Policies and Procedures*. Company will comply with the operating policies, procedures, methods and protocols as may be specified from time-to-time by Company for the RCM Services.

### **3. EHR/PM Access.**

a. Customer shall provide Company with uninterrupted access to Customer's electronic health record and practice management system ("EHR/PM System"). Customer shall refrain from taking any actions that would limit such access. If it is necessary to establish an interface between Customer's EHR/PM System and Company's RCM software, then Customer shall be responsible, at its sole expense, for the establishment and maintenance of such interface. Customer will (i) notify Company immediately in the event Company's access to the EHR/PM System is interrupted, (ii) use its best efforts to promptly remediate such interruption and (iii) notify Company when the interruption has been corrected. Customer, and if applicable, a third-party hosting provider, shall cooperate with Company on issues related to the RCM Services and EHR/PM Access.

b. Customer agrees that it is responsible for ensuring that its hardware, software and internet connectivity are sufficient for Company to provide the RCM Services and meet the requirements set forth below:

1. Hardware, software, and connectivity meets current requirements as set forth in the Documentation.

2. Installation of any upgrades, patches, service packs or any other modifications to the EHR/PM System required for the RCM Services.

c. Customer acknowledges and agrees that if it fails to meet the requirements set forth in this Section, Company may not be able to perform the RCM Services or perform the RCM Services as effectively or efficiently as when the requirements are met. Company accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Customer arising from or out of Customer's failure to meet the requirements set forth in this Schedule.

d. **This Section 3(d) only applies in the event that Customer is using Company Software and hosting the Company Software on its premises or has engaged a third-party data center to host such Company Software.** While Company is permitting Customer to continue the Software hosting arrangement in effect as of the Effective Date of the RCM Service Schedule, no earlier than six months following the Effective Date of the RCM Service Schedule, Company may request that Customer migrate to Company Hosting Solution. Customer agrees that it will not unreasonably withhold its approval of Company's request to migrate to the Company Hosting Solution. Upon Customer's approval to migrate, the Parties will work together in good faith to develop a project plan for such migration. In connection with the migration to Company Hosting Solution, Customer shall enter into a Hosting Solution Services Schedule with Company. If such migration is not completed during the period identified in the project plan as a result of issues within Customer's reasonable control, Company may terminate the RCM Service Schedule or impose a monthly Non-Hosting Surcharge to reflect the increased level of effort associated with providing RCM Services to non-Company hosted customers. The monthly Non-Hosting Surcharge will not exceed 5% of Total Net Collections. The Non-Hosting Surcharge will become part of the RCM Fee. Company agrees to waive all of its professional fees associated with migration of the Software from Customer's premises or third-party data center to Company Hosting Solution. Customer shall be responsible for any third-party fees including, but not limited to, those charged by Customer's third-party data center.

**4. Partners.** Customer acknowledges and agrees that Company may use affiliates or partners in the provision of the RCM Services and the use of such third parties may result in Customer data being shared, maintained, transmitted or processed beyond the boundaries of the United States.

#### **5. Cooperation.**

a. Customer will comply with Company's procedures to secure any authorizations then required by Company, applicable law, or industry practice in connection with its transmission process, and, if applicable, to maintain data transmitted in connection with the RCM Services and afford payers access thereto in accordance with procedures then required by Company, applicable law or industry practice. Customer hereby appoints Company as its attorney-in-fact for the limited purpose of using the information Customer provides to submit electronic transactions and sign hard copy (paper) transactions on Customer's behalf to third-party payers or processors, including, but not limited to, commercial insurers, Medicare, Medicaid and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits where Customer's signature is required for transaction processing. Customer acknowledges that Company is not responsible for any claim, whether Medicare, Medicaid, work related accident or illness claim, or other insurance claim, and Customer retains



all liability on all claims and agrees to indemnify and hold Company harmless on account of all such claims, including the reconciliation or adjustment of any claim.

b. Customer shall cooperate with Company in connection with any action, complaint, investigation or audit related to claims submitted by Company on behalf of Customer. Such cooperation includes, but is not limit to, providing Company with access to Customer's EHR/PM System, patient health records, patient demographic information, billing and practice management information as reasonably requested by Company. This Section shall survive termination of the Service Schedule and Agreement.

## 6. Exclusions.

a. Unless otherwise agreed by Company and Customer, for the Customer's service dates that occurred prior to the mutually agreed RCM Services Go Live Date, Customer agrees and understands that Company is not responsible for any services including, but not limited to, managing any denials, patient calls, and other non-standard items related to any such services and billings prior to such Go Live date. Customer is fully responsible for the proper accounting of any remaining balances related to service dates that occurred prior to the RCM Services Go Live Date and any others for which Company is not responsible.

b. Company will not take any action to file liens, or charge interest or penalties on accounts receivable balances.

c. Notwithstanding anything herein to the contrary, Company is under no obligation to submit any claims that contain incorrect, inaccurate or fraudulent information. In the event Company finds evidence of misconduct on the part of the Customer related to billing or coding of claims, Company will refrain from submitting the questionable claims and notify Customer in writing of such evidence. Customer shall rectify the issue identified by Company immediately. If Company discovers credible evidence of Customer's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct, Company will (i) refrain from submitting any claims that Company determines to be false or inappropriate; (ii) terminate the RCM Service Schedule, without penalty, immediately or upon written notice to Customer; and (iii) report the misconduct to the appropriate Federal or state authorities.

## 7. Fees.

a. **Customer understands and agrees that for any state or jurisdiction in the United States in which payment for RCM Services based on the use of the RCM Rate times Total Net Collections as contemplated under this RCM Service Schedule is or may in the future be prohibited, that Customer will be obligated to pay the agreed RCM Minimum Fee along with the other charges that are and may alternatively be applicable to the RCM Services for such a situation. Customer is obligated to timely notify Company in advance of any such prohibition or restriction that may or will apply to Customer under applicable law or contractual agreement.**

b. Each month during the Initial Term, the RCM Fee shall be equal to the greater of (1) the RCM Minimum Fee or (2) the sum of RCM Rate times Total Net Collections plus the Medicaid Rate times Total Medicaid Claims. Notwithstanding the foregoing, if Customer has also purchased the Coding Services, the RCM Fee shall be as set forth in the Coding Service Schedule.

i. The "RCM Rate" and the "Medicaid Rate" shall be set forth in the Order Form.

ii. "Total Net Collections" is defined as insurance and/or patient Payments less any bad checks returned as non-collectible or patient refunds. "Payments" are defined as all sums received by Customer for any health care services or items furnished by Customer to patients except for those patients covered by a state Medicaid program. Payment includes, without

limitation, co-pays, deductibles, incentives, withhold returns, surplus distributions, bonus payments, revenue sharing, capitation payments and other managed care payments. Proof of payment will be in the form of an EOB or other proof of payment supplied by the insurance company or patient. (Both the RCM Minimum Fee and RCM Rate are set forth in the Order Form.)

iii. "Total Medicaid Claims" is defined as the number of Medicaid claims submitted by or on behalf of Customer during the month.

c. If, following the first anniversary of the effective date of this Service Schedule, Customer's average Total Net Collections for three consecutive months varies by more than fifteen percent (15%) from the average Total Net Collections during the previous twelve (12) months, either Party may request that the Parties meet to discuss modifications to the RCM Fee. If the Parties cannot reach mutual agreement after good faith discussion as to such modifications to the RCM Fee, the Party that requested the meeting may terminate the RCM Services upon thirty (30) days prior written notice to the other party. Notwithstanding anything herein to the contrary, if Customer terminates the RCM Services pursuant to this Section 7, Customer shall pay the RCM Termination Fee set forth in Section 10 of this Service Schedule.

d. If the number of Medicaid providers increases or the number of Total Medicaid Claims increases by 10% or more, Company may increase the Medicaid Rate by no more than 5% every six (6) months without any additional notice to Customer.

e. Customer will pay on a time and materials basis for any administrative services or other expenses, which are not included within the Fees stated in this RCM Service Schedule and which are pre-approved in writing by Customer.

f. Company reserves the right to convert from paper mailing to electronic mailing of statements on sixty (60) days written notice to Customer ("e-Statement Date"). If Customer elects to continue with paper mailing after the e-Statement Date, then Company will charge and Customer will pay for the actual costs of paper mailing plus ten percent (10%) or at Company's election the then current price for such services. Customer will be responsible for entering its patient e-mail addresses in Customer's PM System and for updating such e-mail addresses on a periodic and timely basis.

## **8. Effect of Termination.**

a. Upon receipt of any termination notice, both parties shall remain fully obligated for performance through the effective date of termination. During the transition period from the date of delivery and receipt of such notice until the effective date of termination, both parties agree to use commercially reasonable efforts to conclude their respective duties under this RCM Service Schedule and to mitigate the costs and other impacts of such termination to the other party. The Parties will use commercially reasonable efforts to cooperate to aid in the transition of Customer to any new arrangement or provider of the applicable services with the goal to have all necessary services transferred by the effective date of the expiration or termination of this RCM Service Schedule. Notwithstanding the foregoing, for ninety (90) days following termination of the RCM Services, Customer shall continue to pay to Company the RCM Fee regardless of whether Company is providing wind down collection services during this period. This Section shall survive termination of the Service Schedule and Agreement.

b. If the RCM Fee is a bundled fee that includes payment for Customer's use of Company's electronic health record, practice management or other software ("Company Software") and Customer desires to continue using such Company Software following termination of the RCM Services, then, beginning on the first day of the month following termination of the RCM Services, Customer shall pay for the Company Software at Company's then current list price.

## 9. Payment Terms and Process for the RCM Fee.

a. On the Effective Date and each month thereafter, Customer shall pay to Company the RCM Minimum Fee. The payment of the RCM Minimum Fee shall be used as a credit against Customer's use of the RCM Services in such month. Following the end of each month during the Term, Company will calculate the RCM Fee due based upon an Activity Analysis report (or equivalent) for all of Customer's activities for the previous month. If the RCM Fee due is greater than the RCM Minimum Fee, Company shall send Customer an invoice for the difference, which Customer shall pay in accordance with the Agreement.

b. The efforts by Company related to implementation of the RCM Services will begin upon receipt of the full initial payment due. **That full initial payment amount is a non-refundable amount and such amount is required for Company to be able to commit the time and resources to begin the efforts needed to provide the RCM Services to Customer.** Any delay in the receipt by Company of this entire non-refundable initial payment amount from Customer may result in a delay in Services.

c. In the event that Customer fails to pay the RCM Fee when due, then upon thirty (30) days' prior written notice, Company may suspend RCM Services and Customer's access to and use of any other Software or Services provided by Company to Customer until such outstanding amounts are paid in full.

**10. Limitations of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE AGREEMENT, FOR THE RCM SERVICES PROVIDED HEREUNDER, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING FROM OR RELATING TO THIS RCM SERVICE SCHEDULE (REGARDLESS OF THE FORM OF ACTION OR CLAIM) SHALL NOT IN ANY EVENT EXCEED AN AMOUNT EQUAL TO THE RCM FEE PAID BY CUSTOMER TO COMPANY DURING THE THIRTY DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.** This Section shall survive termination of the Service Schedule and Agreement.