



Credentialing Service Schedule CONFIDENTIAL

Section 1. Definitions.

1.1 "Credentialing Services" means the services set forth in Section 3.1.

1.2 "Providers" means the Customer's employed or contracted Physicians, Behavioral Health, Allied Health, and any other professionally licensed practitioners who are intended to be active Customer providers.

Section 2. Obligations of Customer.

2.1 Presentation of Providers. Customer shall present Company with the names and contact information for all Providers whose credentials will be verified through the Credentialing Services (the "Provider Demographics"). For re-credentialing services, Customer shall present Company with all current Provider Demographics required to initiate the re-credentialing process at least ninety (90) days prior to the re-credentialing date. All Provider Demographics shall be accurate, truthful, complete and current.

2.2 Provider Deletions. Customer must notify Company of Providers who have resigned from or otherwise terminated their relationship with Customer as soon as practicable after such resignation or termination with an effective date of resignation or termination.

2.3 Changes in Provider Demographics. Customer must notify Company of any changes in Provider Demographics as Customer is informed of such changes.

2.4 Customer Liaison. Customer shall designate a liaison to be responsible for Customer's obligations under this Service Schedule (the "Customer Liaison"). Customer Liaison must be accessible via telephone and e-mail and assumes responsibility for timely communication and response to Company requests including requests for information from Providers.

2.5 Waiver of Credentialing Verification Element. If Customer instructs Company to waive verification of a credentialing element, Customer assumes responsibility for verifying that element with a primary or NCQA-approved source.

2.6 Customer Credentialing Activities. Customer is responsible for all activities associated with formation and operation of a credentials committee including, but not limited to, convening meetings, resulting decisions, recording minutes and responding to Provider complaints and appeals. Customer shall review and analyze all data that is flagged or presented in the initial credentialing or re-credentialing report and make decisions about such data within acceptable time limits (for NCQA, 180 days of the date of signature/attestation). For re-credentialing, Customer is responsible for collecting and evaluating performance information, completing site visits and medical records reviews, if applicable.

3. Obligations of Company.

3.1 Provision of Credentialing Services. Company shall verify the following credentialing elements through primary or NCQA-approved sources for Providers whose Provider Demographics have been provided to Company: (a) license to practice; (b) DEA certification; (c) education and training (initial only); (d) Board certification; (e) malpractice claims history; (f) medical board sanctions; (g) Medicare/Medicaid sanctions; (h) work history; (i) malpractice insurance; (j) Medicare opt-out (if applicable); (k) Social Security Death Master File; (l) NPI Verification; (m) hospital affiliation. Company shall also provide Provider application processing and ongoing monitoring of sanctions. All Credentialing Services will be provided in compliance with NCQA Standards and Guidelines for the Certification of Credentialing Verification Organizations ("CVO") and Centers for Medicare &



Medicaid Services (CMS). Notwithstanding the foregoing, Customer may elect to waive verification of a data element by written notice to Company in which case Customer will be responsible for verifying such element.

32 Authorized Agent. In the event Customer has requested NPDB query, Customer shall authorize Company to act as an authorized agent for such access to the NPDB services. Customer shall complete the authorized agent designation form of NPDB online at <http://www.npdb.hrsa.gov/> and authorize Company to query on its behalf.

33 CVO Certification. Company represents that it holds an active NCQA Certification as a CVO for all eleven (11) credentialing certification elements. Company shall notify Customer immediately of changes to its NCQA Certification status. Company loss of NCQA Certification as a CVO for all eleven (11) elements shall be grounds for Customer to terminate this Service Schedule for cause.

34 Delinquent Customer Member file communication. Company shall inform Customer Liaison of any Provider who has not responded to attempts to obtain complete and current re-credentialing documents and demographics no less than 45 (forty-five) days prior to such Provider's re-credential date.

35 Reporting of Adverse Findings. Company shall immediately notify Customer of any adverse or derogatory findings during the course of credentialing, re-credentialing or while performing ongoing monitoring of sanctions. Company must receive a confirmation that the findings were received by Customer and review of such findings shall be Customer's responsibility.

36 Reports. Company shall provide reports as agreed to by Parties in the format and with frequency acceptable by Parties. At a minimum, a report on the status of active applications shall be provided.

37 Qualification of Company Credentialing Staff. Company shall provide Initial Credentialing and Re-credentialing Services under this Service Schedule by staff having experience in physician credentialing and NCQA standards. Company management shall be available to respond to Customer inquiries or issues.

Section 4. Payment.

4.1 Fees/Services. In consideration for the Credentialing Services provided by Company, Customer shall pay Company the rates listed in the Sales Order.

4.2 Expirables Management. Company will provide Ongoing Monitoring of expiring credentials the per provider, per month rate provided for in the Sales Order.

4.3 Expenses. Customer agrees to reimburse Company for the travel expenses incurred by Company in conjunction with this Service Schedule.

4.4 Annual Fee Adjustments. On the first anniversary of the initial term and yearly thereafter, eMDs may increase the CVO File fee by the greater of the CPI index or three percent (3%).

Section 5. Term and Termination.

5.1 Term. The initial term of this Service Schedule shall be one set forth in the Sales Order, or two (2) years, whichever is greater, beginning upon the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this Service Schedule shall automatically renew for successive one-year terms (a "Renewal Term") unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or the then current Renewal Term.

5.2 Termination Without Cause. During the Initial Term or any Renewal Term, either party may terminate this Service Schedule without cause by providing ninety (90) days prior written notice to the other party. In the event that Customer terminates the Service Schedule in accordance with this



Section 5.2, Customer agrees to pay an early termination fee equal to the Monthly Support and Maintenance fee times the number of months remaining in the then current Term. Customer agrees that: (i) Company's losses in the event of early termination will be difficult to ascertain; (ii) this Early Termination Fee is compensation to Company for loss of the contractual bargain between Customer and Company; and (iii) the Early Termination Fee is merely intended to establish a reasonable approximation of Company's losses and is not a penalty imposed on Customer.

5.3 Obligations Upon Termination. Upon termination of this Service Schedule, Company shall return or destroy any copies of Provider and Customer information (electronic and paper) in its possession. Company shall redirect any requests for information related to Customer or Providers to Customer.

Section 6. Disclaimers and Limitations of Liability.

In addition to Limitations of Liability contained in Company's General Terms and Conditions Applicable to All Software and Services, Customer understands and agrees that Company is not responsible for Provider Credentialing or credentialing decisions on Customer or Provider inclusion due to (i) Provider credentials, (ii) Network need, (iii) expiration of credentialing materials following a minimum of three (3) documented Company requests for current information or materials, or (iv) Payer discovery of information during the credentialing verification process which was not disclosed to Company. Further, Customer understands and agrees that Company is not responsible for denial of payment by Payers for non-credentialed or non-enrolled Providers or by errors by Payers in acknowledging the participation status of a Provider as communicated to and represented by Company.

Section 7. Insurance.

At all times while this Service Schedule is in effect, Company shall maintain (or cause to be in effect) general liability insurance with limits not less than \$1 million per incident and \$3 million aggregate, and professional liability insurance covering (I) itself, with limits not less than \$1 million per incident and \$3 million aggregate and (II) each professional person providing services to implement this Service Schedule for or through the parties with limits of not less than \$1 million per incident and \$3 million aggregate.