

CompuGroup Medical, Inc. Revenue Cycle Management Service Agreement

As Client desires to retain CompuGroup Medical, Inc. ("CGM") to provide the Revenue Cycle Management ("RCM") services set forth herein to Client, and as CGM has agreed to provide the services pursuant to the terms of this Agreement, the Parties agree as follows:

1. **CGM Responsibilities:** CGM shall prepare, process, and submit on behalf of Client all claims for third party payment to commercial and government payers for services provided by Client to its patients. Without limiting the foregoing, CGM shall submit claims on behalf of, and in the name of Client as agreed upon, and as applicable, to Medicare, Medicaid and other various third-party payers. All such claims shall be submitted by CGM in the Client's name and utilizing provider numbers assigned to the Client by the respective third-party payer(s). Claims will be submitted electronically or by means of paper submission. Client hereby expressly authorizes CGM to submit claims on its behalf in accordance with this agreement. Payment of all claims filed on behalf of Client shall be directed to such accounts to which Client has sole control and as may be required by Medicare, Medicaid and other third-party payers.

CGM (the service name being "CGM RCM") will perform the following related transactions processing subject to stipulations as outlined in Section 2):

- i. Daily batch eligibility via appointments entered by the client based on the availability of the feature of the scheduler,
- ii. Timely claims submission within 1-2 business days for both Primary and Secondary insurances (electronic/paper) upon receipt of a clean claim
- iii. Claim rejection processing
- iv. Verification of demographics and insurance information for rejected claims
- v. Third party insurance follow-up
- vi. Payment posting: Electronic Remittance Advice (ERA) & Manual Explanation of Benefit (EOB)
- vii. ERA processing 24 - 48 business hours after receipt regardless of deposit status
- viii. Workers Compensation and No-Fault claims processing with client's EHR-supplied report
- ix. Financial Reporting including Aging Report (monthly review with assigned billing account liaison)
- x. Creating and processing patient statements, as outlined in Exhibit A
- xi. Manual posting of payments scanned in by the Client
- xii. Credentialing with payers as outlined in Exhibit A

2. **Client Responsibility:** Client shall be solely responsible for ensuring that CGM is provided with all necessary and complete records and information from which to submit the claims at all times and in a timely manner, and shall reasonably cooperate with CGM as may be necessary to permit CGM to perform its duties hereunder. Client shall be solely responsible for ensuring the accuracy and completeness of all coding associated with claims and for ensuring the medical necessity and appropriateness of the services for which a claim will be submitted, and for any and all liabilities arising therefrom. CGM shall have no liability or responsibility whatsoever regarding the accuracy or completeness of the coding or determinations regarding medical necessity. Client shall be solely responsible for ensuring that the CGM verbal or written guidelines and recommendations for the use and consumption of Programs and or Services, recommended processes, procedures and/or workflows are followed and adhered to. Client shall provide CGM with a written copy of its procedures and/or workflows for CGM's review/reference. Client shall ensure that the information provided to CGM required for the successful submission of claims is complete in all respects at all times and in a standardized format through the practice management system. In addition to the foregoing, Client will be exclusively required and responsible to perform the following transactions, unless outlined in Exhibit A, to enable CGM's service to work smoothly.

Client will be responsible for:

- i. Payers' credentialing and re-credentialing process and tracking
 - ii. Internal compliance plan and compliance office
 - iii. Demographic entry including insurance information (scanning of insurance cards, patient identification and other documents necessary for submission of claims)
 - iv. Obtaining patient's mailing address for utilization of delivery of patient statement and for the patient payment online portal system
 - v. Compliance with the practice management system in which patients must be listed at least five (5) days prior to their appointments for daily eligibility processing (clients can perform their own verifications if less than five days)
 - vi. Eligibility verification of scheduled patients at time of appointment
 - vii. Scanning of any and all Workers Comp and No-Fault reports not in the electronic medical chart for appropriate electronic claim submission
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- viii. Adhering to the CGM EFT (Electronic Fund Transfer) and ERA (Electronic Remittance Advice) policy
- ix. Providing timely bank deposit confirmations with remittance and explanation of benefits
- x. Providing patient student and insurance (EOB) documents received by Client within 24 - 48 business hours
- xi. Posting of copayments received at the time of service
- xii. Providing referral forms/authorizations with each claim (if applicable)
- xiii. Returning of any requested information by CGM RCM within three to five (3-5) business days of the request
- xiv. Responding to patients' inquiries related to patient statements and outstanding balances
- xv. Complying with an internet connection with the minimum specs as follows: 5MB Uploads/15MB Downloads with up to fifteen (15) Users

3. Client Acknowledges:

- i. The ultimate responsibility for all claims submitted is that of Client, and Client shall remain solely responsible for subsequent correction, adjustment, or repayment of any payment regardless of reason or cause
- ii. Client shall be solely responsible for any consequences associated with submission of false, fraudulent or misleading data, information, or statements to its patients, the governmental and / or commercial third-party payers in connection with health insurance coding, billing and claim submission
- iii. Client shall indemnify, defend and hold CGM and its owners, directors, and employees harmless from and against any claims submitted on behalf of and/or in the name of Client for which Client has provided CGM false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including but not limited to, the coding of claims pursuant to Section 2 above
- iv. Client shall be solely responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third-party payers (whether such claims are submitted in paper or electronic form)
- v. CGM will rely on patients' demographic information in providing its billing services, and that the timing and amount of net collections generated are affected by the completeness, timeliness and accuracy of that demographic information and other variables, some of which are beyond the control of CGM
- vi. Client shall provide CGM with records and information in a standard report format reflecting its current monthly collections statistics before "going live"
- vii. Complying with electronic remittance advices (ERA) policy posting; manual posting will only be used when ERA posting is not provided by third party insurance carriers
- viii. Complying with electronic/ACH policy; manual deposits will only be used when electronic/ACH depositing of funds is not provided by third party insurance carriers, vendors or other means
- ix. CGM does not provide back-up systems against loss of electronic records or insurance coverage against risk of loss due to loss of electronic records

4. Compensation: As consideration for the services performed by CGM hereunder, Client shall pay CGM a percentage, as set out on the Exhibit A presented to Client prior to the commencement of this agreement. CGM will issue and submit a monthly invoice to the Client each month for services rendered in the prior month. That invoice may include but not be limited to any service fee adjustments due to revenue received, deposited, and posted through the last business day of each month. Service fees are calculated based on all revenue posted into the CGM system regardless of deposit date on and after the "go live" date. Client will be charged a minimum service fee or the rate on collectibles, whichever is higher, as documented in the Exhibit A (the Agreement). No adjustments will be made to the invoice more than thirty (30) days after it is generated.

Additional cost-based fees will be itemized on the monthly invoice which may include but not be limited to:

- i. The cost for statement processing from a third-party vendor
- ii. Postage cost for submission of paper claims
- iii. Any fees associated with online payment processing services
- iv. Bank fees associated with credit card processing
- v. Any fees associated with electronic/ACH bank deposit compliance
- vi. Service fee adjustments (credit/debits) from a previously-invoiced month
- vii. Any fees associated with a banking or third-party lock box

Client shall be responsible to pay the full amount of the monthly invoice to CGM billing within five (5) days of the sent date of the monthly invoice in accordance with the Client's CGM Agreement. Client will arrange and authorize auto payment via ACH or credit card.

- i. Declined and/or defaulted authorized automated payments will be subject to service charges equal to ten percent (10%) APR

- ii. Services may be temporarily suspended by CGM without notification for any invoice which remains outstanding more than thirty (30) days from the sent date
- iii. Client shall be responsible for providing CGM with documentation related to proof of payment received within ten (10) days of the payment's receipt. Any documentation related to proof of payment not provided to CGM within ten (10) days shall be subject to a ten percent (10%) penalty above the rate outlined in Section 4 above.

5. **Compliance With Laws And Regulations:** It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations, including but not limited to laws and regulations (and government interpretations thereof) relating to billing, coding, and submission of claims to Medicare, Medicaid and other third party insurance carriers and or programs.

6. **Exclusivity:** Client agrees that throughout the term of this Agreement, CGM will be the sole and exclusive provider of billing claims processing services to Client. Client will not hire or engage any other claims billing processing service or similar company; client's own internal resources will also not be used for this.

7. **Term:** As specified in the Client's Exhibit A.

8. Termination:

- i. Notwithstanding anything contained herein to the contrary, either party shall have the right to terminate this Agreement prior to the expiration of the then-current term in the event of a material default by the other party which the breaching party fails to cure within sixty (60) days following the receipt of written notice served by certified mail, describing the default in sufficient detail to enable the breaching party to cure the default.
- ii. Immediate Termination: This Agreement may be terminated by CGM in the event:
 - a) Client is excluded or otherwise debarred from or by Medicare or Medicaid Programs
 - b) Client loses or has revoked or suspended his/her/its license to practice Client's profession in the state where the Client is licensed and practicing
 - c) Client files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws, or
 - d) CGM reasonably believes Client is not complying with the federal or state laws, regulations or guidelines affecting Client's practice or submission of claims to Medicare, Medicaid or other third-party payers and/or programs
- iii. CGM may terminate contract upon Client's failure to comply with the above stated terms as outlined in section 3 with (15) days' notice via a certified letter or email to the practice.
- iv. Upon termination or expiration of this Agreement, CGM at its sole option, may continue to process those claims for which CGM has already commenced processing, and CGM shall be paid for each such claim in accordance with Section 4 herein the initial term of this Agreement shall be as defined in the client's CGM Agreement and the commencement date first set forth below. After completion of the initial term, the Agreement will be renewed automatically for a successive thirty-six (36) month period unless both parties mutually agree and append the initial terms set forth in Client's CGM Agreement
- v. Either party may terminate the Agreement by written notification of termination, delivered via certified mail at least ninety (90) days prior to the next renewal date. All documents, which are the Client's property at the end of the Agreement will be returned to Client

9. **LIMITATION ON LIABILITY:** it is expressly agreed that in no event CGM or any of the direct or indirect owners of CGM, or their respective officers, directors, stockholders, agents, and employees, or any licensors of CGM shall have any liability whatsoever for instances including but not limited to any breach of this agreement, data loss or corruption, business interruption, failure, delay or service interruption, any inability to record or access data, any failure to restore data, or any special, consequential, incidental, indirect, exemplary or punitive damages including but not limited to loss of profits, revenues or goodwill, loss of use or loss of information or data, or from increased expenses or costs foreseeable or unforeseeable, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theory of liability, even if CGM has been apprised of the possibility or likelihood of such damages occurring that may be incurred or suffered by the licensee or any other person from the use or inability to use the programs and services whether under the laws of contract, strict liability, tort or otherwise, arising from those or other causes.

CGM disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or their programs. Notwithstanding anything in this agreement to the contrary, CGM's aggregate liability under this agreement, regardless of theory of liability, shall be limited to the aggregate fees actually paid by Client under this agreement for the last six (6) month period preceding the event first giving rise to the claim. CGM shall have no obligation or liability whatsoever to any patient of Client or other third party.

10. **Indemnification:** Client agrees that in no event will CGM be responsible or liable for any direct, consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify, defend and hold CGM and its owners, directors, and employees harmless from and against any and all liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorney fees and court costs) and responsibility of any kind arising out of or associated with Client's professional conduct and/or practice, client's improper use of any services provided hereunder or its failure to comply with controlling payer (commercial or governmental), professional or governmental rules, laws or requirements or Client's breach of the covenants contained in Sections 2, 3 and 5.

11. **Access to Books and Records:** To the extent this Agreement is subject to Medicare and Medicaid Law regarding access to books and records, until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CGM will make available to the Secretary of the U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. This clause shall apply solely to the extent that Section 1861 (V) (1) (1) of the Social Security Act applies to this Agreement.

12. **Confidentiality and HIPAA:** CGM, as a "business associate" of the Client, will abide by the covenants and provisions of the HIPAA Business Associate provisions which are incorporated herein. All information and data provided by Client to CGM will be kept confidential and shall not be disclosed to any other person or entity in the performance of CGM's duties as provided hereunder and in accordance with the requirement contained herein. In addition, Client agrees that it shall not divulge the contents, terms, conditions, or other provisions of this Agreement to any other person or entity without the express written consent of CGM.

13. **Disclaimer Of Warranties:** CGM's only representations and warranties are those set forth in Section 12 (Confidentiality and HIPAA) of this Agreement and, to the fullest extent permitted under controlling law, CGM explicitly disclaims all other implied, express or statutory warranties, including warranties of merchantability, fitness for a particular use, timeliness, or that any services will be uninterrupted. CGM does not guarantee the payment, timing of payment or payment amount of any claim submitted and that reimbursement or payment remains the responsibility of the appropriate payer of healthcare services, patient, or third party.

14. **Setup, Configuration & "Go Live":** The setup to "go live" is typically six to eight (6-8) weeks from the date of the signed Agreement. This time line may be shortened or extended based on processes not in CGM's control such as but not limited to: (i) third party clearinghouse EDI Bundle enrollment, (ii) data conversions and configurations, (iii) interfaces and /or programming timelines, (iv) completion and return of information requested by CGM from Client for system set-up. During this time, Client will continue to use their existing billing process and will switch to CGM after the configuration process is completed and CGM is ready for Client's "go live" date.

15. **Liquidated Damages / Costs:** If Client improperly terminates this Agreement prior to the end of the then-current term, CGM shall (in addition to any outstanding balance) be entitled to liquidated damages in an amount equal to seventy percent (70%) of the average monthly invoiced fee earned by CGM during the three (3) full months immediately preceding Client's termination of the Agreement, multiplied by the number of full and partial months remaining in the then-current term. Client shall reimburse CGM for all reasonable attorney fees, litigation and/or collections costs incurred by CGM relative to litigation arising as a result of Client's breach of this Agreement or CGM's enforcement of any of its rights under this Agreement.

16. **Statute Of Limitations:** Both parties agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of, or in any manner related to this Agreement must be filed within six (6) months after such claim or cause of action arose. If such a claim or cause of action is not filed within said six (6) month time period, the claim or cause of action shall be forever barred. Each claim for reimbursement shall be considered separately and the parties hereby waive any right to assert a continuing wrong or continuing breach theory in an effort to extend the statute of limitations with regard to any particular claim.

17. Miscellaneous Provisions:

- i. Client hereby authorizes CGM to contact (if and when appropriate in its discretion) insurance providers, patients, referring doctors, hospitals, nursing homes and any other necessary parties, and to disclose or obtain information necessary to fulfill its obligations under this Agreement
 - ii. Unless otherwise agreed to in writing, CGM is not obligated to perform any services with respect to patient encounters that occurred prior to the "go live" date
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- iii. Upon the termination or expiration of this Agreement, Client will continue to provide CGM with copies of all explanation of benefits (EOBs), ERAs and other proofs of payment received by Client within seven (7) days of receipt for dates within the term of this Agreement
- iv. CGM will process patient statements for unpaid co-payments and self-payments in accordance with its standard policies and procedures; client will be responsible for patient statement follow up and patient communication related to any and all unpaid services
- v. Client acknowledges that CGM is not a debt collector; client further agrees and represents that it will not deem any balance to be in default until after CGM has completed all related billing activities
- vi. CGM billing may assign or transfer this Agreement or any of its rights or obligations hereunder, in connection with a reorganization, restructuring, merger, transfer of ownership or sale of all or any part of CGM's assets
- vii. If any of the services or products provided by CGM to Client under this agreement are subject to sales or use tax, Client shall be solely responsible for said tax, which shall be in addition to CGM's monthly fees and will be added to the monthly invoice
- viii. CGM and Client acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being entered into by duly authorized agents authorized to act on their respective behalves
- ix. CGM and Client acknowledge that in the event of a conflict between the Terms and Conditions of this Agreement supersedes any terms and conditions in any other exhibit to this Agreement, unless expressly stated in the other exhibit

18. **Allocation of Risk:** Client agrees that the disclaimer, limitations on liability, and indemnification provisions set forth in this Agreement represent an agreed upon allocation of risk and form an essential part of the basis of the arrangement between the Client and CGM, without which CGM would not enter into this Agreement or provide the programs and or services.

19. **Privacy:** CGM is dedicated to establishing trusting relationships with its Clients based on respect for personal identity and information. CGM will provide Client with all privacy protections as stated in both the CGM Agreement and the HIPPA Business Associate Agreement terms and conditions, both of which are required to be signed prior to the "go live" date.

20. **Client Representations:** Client represents and warrants that it possesses the legal right and ability to enter into this Agreement. Client agrees to be financially responsible for its use of CGM's services as well as for use of Client's account by others.

21. **Modifications to Client Agreement:** CGM may amend this Agreement at any time by sending information regarding the amendment via the US Postal Service to the postal address provided to CGM in the Client's CGM Agreement. Client shall be deemed to have accepted such amendments by continuing to use CGM's products and services after such amendments have been mailed or emailed and incorporated within the CGM Agreement made available. Otherwise, this Agreement may not be amended except in writing signed by both the Client and CGM.

22. **Fees / Charges and Other Services:** CGM clients may incur additional charges for services and/or other usage-based services as CGM may introduce from time to time. This payment will be due immediately upon order of the service or included on the monthly invoice. Client must promptly notify CGM of changes to: (1) the account number or expiration date of Client's designated card, and/or (2) Client's billing address. Client must also promptly notify CGM if the ACH account on record on their CGM Agreement is cancelled for any reason.

23. **Non-Solicitation Of Employees:** Client agrees that without expressed written consent, at all times while Client is employing the services of the CGM and for twenty-four (24) months after contract period terminates, Client will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: solicit, divert, hire, retain (including as a consultant) or encourage to leave the employment or contract period of CGM any employee or contractor of CGM, or hire or retain (including as a consultant) any former employee of CGM who has left the employment or contract period of CGM within twenty-four (24) months prior to such hiring or retention.

24. **General Terms:** This Agreement and Client's use of services are subject to the laws of the State of Arizona. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. CGM or its licensors' failure to act with respect to a breach by Client or others does not waive CGM or its licensors' right to act with respect to subsequent or similar breaches. Client may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. CGM or its licensors shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond CGM or its licensors' reasonable control. CGM or its licensors cannot be held responsible for any loss, damage or injury caused by or attributed to the service.

CGM or its licensors cannot, and does not, accept any responsibility for loss of earnings, hardship or any other financial claim for damages through the use of the service.

25. **Arbitration:** Customer and CGM understand and agree that their sole and exclusive remedy for any claims that each may have against the other arising under or in connection with this agreement, other than Paragraph 15 / Liquidated damages, shall be determined by arbitration with American Arbitration Association, 5616 E. Beverly Ln, Scottsdale, AZ 85254, having exclusive jurisdiction over such claims. It is further agreed by the parties that any hearing before ADR Options shall take place in the State of Arizona. It is further agreed by customer that each Party should bear their own costs of Arbitration.

26. **Notices and Consent:** Notices given by CGM to the Client will be via postal delivery. In any matter requiring CGM's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of CGM. Notices given by Client to CGM must be via US postal delivery. Such notices by postal delivery must be sent with return receipt requested to CompuGroup Medical, Inc. RCM, 3838 N. Central Ave, Suite 1600, Phoenix, AZ 85012.

