RESOLUTION NO. 22-_73__

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Health Clinic finds it necessary to enter into a Service Agreement with RealMed Corporation (Availity, LLC) for the Advanced Claims Editing Service (ACE) for the advanced authoring tool service and the advanced editing content service to facilitate the ability to create, define, maintain and test client-specific business edits for claims transactions;

WHEREAS, the Service Agreement contains provisions in Section 13 that require a limited waiver of sovereign immunity regarding any disputes relating to the agreement, Section 13 is stated as follows:

> 13. Event of Default, Remedies and Attorney Fees. If: (1) Subscriber fails to make any Payment within thirty (30) days of when due; or (2) within ten (10) business days of written notice to Subscriber, Subscriber fails to perform any of the other terms, covenants, or conditions of this Agreement (a "Default"), then to

the extent permitted by applicable law, Company shall have the right to exercise any one or more of the following remedies: (a) terminate this Agreement; (b) deny Subscriber access to the Service; (c) proceed by court action to recover damages and expenses incurred by Company by reason of such Default, or to enjoin any prohibited actions or inactions; and/or (d) exercise any other right or remedy available at law or in equity. All rights and remedies are cumulative and may be enforced concurrently. The prevailing party in any dispute regarding this Agreement or the parties' respective rights under this Agreement shall be entitled to reimbursement of all court costs and reasonable attorney fees.

WHEREAS, to induce the Tribal Administrator into signing the Service Agreement contract, the Tribal Council specifically limits its waiver of sovereign immunity for purposes of this agreement Section 13, and as stated below:

Limited Waiver of Sovereign Immunity: The Squaxin Island Tribe, for the purposes of this service agreement, grants RealMed Corp. (Availity, LLC) a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages should the Tribe enter into default under Section 13 of this agreement.

FINALLY, BE IT RESOLVED, that the Tribal Council hereby authorizes the Tribal Administer to do any and all things necessary to effect execution of the RealMed Corporation (Availity, LLC) Service Agreement.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 28 day of October, 2022, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

Kristopher K Peters
Kristopher K Peters (Oct 28, 2022 14:29 PDT)

Kris Peters, Chairman

Attested by: Patrick Braese (Oct 28, 2022 16:07 PDT)

Patrick Braese, Secretary

Jaimie Cruz
Jaimie Cruz (Oct 28, 2022 16:04 PDT)

Jaimie Cruz, Vice Chairman

RealMed Services Agreement

ORDER FORM

Purchasing Information

Subscriber (Legal Name): Squaxin Island Tribe			
VAR Control Number / Name for Subscriber:			
Purchasing Officer Name:			
Practice Management (PM) System:	VAR:		
Street Address: 90 SE Klah-Che-Min Drive	City: Shelton	State: WA	Zip: 98584
Contact Name: Joanna Perry	Title: Health Services Operations Manager		Phone: 360-432-3925
Email: jperry@squaxin.us	Federal Tax ID:		Fax:

Number of Licensed Providers: 7. (The initial number based on Estimated Average Monthly Claim Volume as set forth in Standard Services Fees, Section 1, below.)
A "Licensed Provider" is defined as a clinical staff member who is properly certified or licensed, is credentialed in the facility where procedures are performed and is currently providing services for billing. Licensed Providers include, but are not limited to, the following: physicians, surgeons, co-surgeons, assistant surgeons, physician assistants, physical therapists and nurse practitioners.

Invoicing Information (if different than above)

Invoicing Company Name:			
Street Address:	City:	State:	Zip:
Contact Name:	Title:		Phone:
Email:	Federal Tax ID:		Fax:

STANDARD SERVICES FEES

The following fees apply to the Standard Services as described in the Standard Services Description Section. The Standard Services are subject to the Standard Terms and Conditions.

1. **Standard Professional RCM ("PRCM") Services.**

☒ **Purchasing Direct from Company:**

Non-Refundable Implementation Fee: $625.00. (This is a one-time fee, due upon signing.)

Estimated Average Monthly Claim Volume: 2000

Claim Volume FTE Equivalent ("FTE Equivalent"): 300 claims **= 1 Licensed Provider**

Billing is based on a claim volume full-time equivalent ("FTE") calculation, e.g., three hundred (300) claims per month shall be equivalent to one (1) FTE Equivalent. For example, if the claims per FTE equivalent is 300 claims from Licensed Providers, and the Estimated Average Monthly Claim Volume is 9,000 claims, the number of FTE Equivalents would be 30 (9,000/300 = 30).

Monthly Fees: $100.00 per Licensed Provider x 7 Licensed Providers (FTE) (rounded up to the next whole number) = $700.00.
The initial number of Licensed Providers is determined by dividing the Estimated Average Monthly Claim Volume by the FTE Equivalent and rounding up to the next whole number. The initial Monthly Fees are determined by multiplying the fee per Licensed Provider times the number of Licensed Providers. Monthly Fees are subject to change based on changes in claim volume as set forth in Section 4 of the Standard Terms and Conditions.

☐ **Purchasing through value added re-seller (VAR):** Subscriber has elected to obtain the RealMed Services through a program made available through VAR. VAR and Subscriber have agreed upon fees that VAR will charge Subscriber for the RealMed Services and any additional services provided by VAR under a separate agreement between VAR and Subscriber.

2. **Primary Drop-to-Paper Claim Fees.** For each claim dropped to paper, Subscriber shall be charged the USPS First Class postage rate, subject to increases or decreases by the USPS, plus $0.01 for the first page of each claim and $0.10 per each additional page of each claim.

3. **Eligibility Verifications and Electronic Remittance Advice Transactions.** Eligibility verifications and Electronic Remittance Advice transactions ("ERAs") for commercial payers and Medicare are included, as well as, most other payers. Company (as defined below) reserves the right to charge additional fees for eligibility verification inquiries and ERAs at a rate of $0.15 per-transaction.

4. **Drop-to-Paper Invoicing and U.S. Postage Rate Changes.** The fees set forth herein are reflective of the current US Postage rates as of October 1, 2021 ("Postage Baseline Date"). Company's charges for Drop-to-Paper Claim Services and other Services using the United States Postal Service ("USPS") shall increase or decrease by the amount of any increase or decrease in the U.S. postage rates or other changes to discounts offered by the USPS that affect applicable postage rates after the Postage Baseline Date. Such postage rate changes shall be effective on the effective date of the change affecting the postage rate. Company will send a monthly bill approximately one week after each month end. Failure to pay Company's charges for Drop-to-Paper Claim Services and other Services using the USPS in accordance with the payment terms herein shall result in discontinuation of such Services until payment is current.

ADDITIONAL SERVICES FEES

Subscriber may elect, by checking the applicable box below, to purchase Additional Services (as described in the applicable Attachment) for the applicable Additional Services fees. The Additional Services fees set forth below are subject to the payment provisions in the Standard Terms and Conditions and shall be deemed to be included in the term "Payment" as such term is used therein. Any fees, including transactions fees applicable to the Standard Services shall be unchanged by these Additional Services fees. The Additional Services are subject to both the Standard Terms and Conditions as well as the Additional Terms and Conditions in the applicable Attachment. If an Additional Service is selected below, the applicable Attachment (including the Additional Service's Additional Terms and Conditions) shall be incorporated by reference into this Agreement.

☐ **Purchasing Direct from Company.** Subscriber will be billed at the rates below for each service checked.

☐ **Purchasing through value added re-seller (VAR).** Subscriber has elected to obtain the RealMed Services through a program made available through VAR. VAR and Subscriber have agreed upon fees that VAR will charge Subscriber for the RealMed Services and any additional services provided by VAR under a separate agreement between VAR and Subscriber.

1. ☐ **Advanced Claims Editing Services Fees**. Subscriber shall pay Company the following fees in connection with the Advanced Claims Editing Services:
   - **Professional Claims — Number of Licensed Providers: _____**
   - **Institutional Claims (if checked under Section 5 below) — Number of FTE's** *(Full Time Equivalent calculation is 250 837I claims = 1 FTE)*: **_____**
   - **Total Number of Licensed Providers + FTE's: _____**
   - **Per Provider Per Month ("PPPM") Fee*: $_____**
     This pricing assumes that the number of Content Edited claims will not exceed the total number of claims submitted to Company's core revenue cycle management product ("RealMed RCM"). If the number of Content Edited claims exceeds one-hundred percent (100%) of the total claims volume, Company and Subscriber shall mutually agree in writing to an acceptable upcharge. If an agreement cannot be reached within thirty (30) days of notice from Company, Company may terminate the Advanced Claims Editing Services immediately. Any transaction fees and other fees applicable under the Agreement shall be unchanged by the Advanced Claims Editing Services fees.
   - **Total Monthly Fee** *(PPPM Fee x (Total Number of Licensed Providers + FTEs))*: **$_____**
   - **Installation Fee: $_____** due upon signing this Agreement

- **Optional Edit Migration Service Fees:** Company will migrate existing custom edits into the Advanced Claims Editing Services on behalf of the Subscriber and manage the transition of those edits into the Advanced Claims Editing Services application. Migration of _____ edits at $_____ per edit for a total fee of $_____
- **Annual AMA Licensing Fees:** The Advanced Claims Editing Services use Current Procedural Technology ("CPT") codes owned by the American Medical Association ("AMA"). Subscriber represents and warrants that Subscriber has a license for use of CPT codes for its employees and agents for use with the Advanced Claims Editing Services. If Subscriber does not have such a license, Subscriber must initial Box A and indicate the number of users, and Company will pay the annual license fee for up to five (5) users. For any additional users, Subscriber will be charged the then-applicable rate charged to Company for such licenses.

Box A
Subscriber initials here if Subscriber does not have a current AMA license for users of the Advanced Claims Editing Services: _____
No. of users: _____

2. **Secondary Claims Processing Service Fees and Secondary Drop-to-Paper Service Fees.**

☐ **Secondary Claims Processing Service Fees**. Subscriber shall pay Company the following fees in connection with the Secondary Claims Processing Service:

$1.00 Secondary Claims Transaction Fee *(per transaction - applicable to electronic and paper transactions and is in addition to any separate dropped-to-paper transaction fees).*

☐ **Secondary Drop-to-Paper Service Fees.** Subscriber shall pay Company the following fees in connection with the Secondary Drop-to-Paper Service:

$____ Implementation Fee. (This is a one-time fee, due upon signing.)

$____ for the first page of each Secondary Claim and an accompanying Explanation of Benefits ("EOB") page that is dropped-to-paper – this fee includes the current USPS first class postage rate and is subject to any increase or decrease in such rate issued by USPS.

$0.25 for each additional page of each Secondary Claim and accompanying Explanation of Benefits ("EOB") page that is dropped-to-paper.

3. ☐ **Comparative Analytics Service Fees.**

$_____ Non-Refundable Implementation Fee. (This is a one-time fee, due upon signing.)*

$_____ per Comparative Analytics Licensed Provider per month**

** In addition to the Non-Refundable Implementation fee, Company reserves the right to charge commercially reasonable per location implementation fees for location setup based on Company's level of effort and time commitment.*

*** A "Comparative Analytics Licensed Provider" is defined as a clinical staff member who is properly certified or licensed, is credentialed in the facility where procedures are performed and is currently providing services for billing. Comparative Analytics Licensed Providers include, but are not limited to, the following: physicians, surgeons, co-surgeons, assistant surgeons, physician assistants, physical therapists and nurse practitioners.*

4. ☐ **Denial Management Service Fees.**

$_____ Non-Refundable Implementation Fee. (This is a one-time fee, due upon signing.)*

$_____ per Denial Management Licensed Provider per month**

** In addition to the Non-Refundable Implementation fee, Company reserves the right to charge commercially reasonable per location implementation fees for location setup based on Company's level of effort and time commitment.*

*** A "Denial Management Licensed Provider" is defined as a clinical staff member who is properly certified or licensed, is credentialed in the facility where procedures are performed and is currently providing services for billing. Denial Management Licensed Providers include, but are not limited to, the following: physicians, surgeons, co-surgeons, assistant surgeons, physician assistants, physical therapists and nurse practitioners.*

5. ☐ **Institutional Claims Service Fees.** Company's Institutional Claims Service supports a 5010 compliant 837I file format. If Subscriber's patient accounting system (practice management or HIS) is unable to support a 5010 837I claim file, Company reserves the right to charge an Implementation Fee and any applicable Yearly Maintenance Fees in order to support a non-compliant file format (UB-04, NSF, etc.).

$_____ Non-Refundable Implementation Fee. (This is a one-time fee, due upon signing.)

$_____ Yearly Maintenance Fee (if applicable, 1st payment due on signing)

Beginning on the first day of the month following the Live Date for the Institutional Claim Service and on the 1st of each month thereafter, Subscriber's monthly subscription fees shall be increased by a Monthly Flat Rate for 837I Institutional Claim volume as set forth in the Table below. If Subscriber exceeds the Monthly Maximum 837I Claim

Volume in a given month, Subscriber shall be charged the Monthly Flat Rate plus the Monthly Marginal Rate for each excess block in that month.

Monthly Maximum 837I Claim Volume	Per 837I Claim Rate *(used in calculating Monthly Flat Fee)*	Monthly Flat Fee	Incremental Marginal Block Size (in excess of Monthly 837I Claim Volume)	Monthly Marginal Rate (as applicable)
_____	$_____	$_____	_____ - _____	$_____

Company billing for the Institutional Claims Service is based on the number of 837I claims submitted to Company by Subscriber and per claim transaction rates, calculated as a Monthly Flat Fee. In any given month where claim volume exceeds the Monthly Maximum 837I Claim Volume, a Monthly Marginal Rate will apply and Subscriber shall be charged the Monthly Flat Fee plus the Monthly Marginal Rate per each Marginal Block Size, or a portion thereof, in excess of the Monthly Maximum 837I Claim Volume. For example, if the Monthly Maximum 837I Claim Volume is 4,000, the Marginal Block Size is 1,000, and Subscribers claim volume is 4,350 in a given month, Subscriber shall be charged the Monthly Flat Fee plus the Monthly Marginal Rate. If claim volume is 5,125, Subscriber shall be charged the Monthly Flat Fee plus (2 x the Monthly Marginal Rate). In addition, Company shall have the right to review Subscriber's claim volume each three-month period (i.e., quarterly) and adjust the Monthly Flat Fee. If Subscriber experiences or expects to experience substantial variances in its claim volume, it should notify Company's Customer Service Center at 877.927.8000. Failure by either party to increase or decrease fees shall not entitle the other party to retroactive adjustments.

6. ☐ **Patient Statements Service Fees.** Subscriber shall pay Company the following fees in connection with the Patient Statement Service:
   $_____ for an Initial Implementation Fee. (This is a one-time fee, due upon signing.)
   $_____ for the first page of each patient statement – this fee includes the current USPS first class postage rate and is subject to any increase or decrease in such rate issued by USPS.
   $_____ per statement processed to allow viewing the statement after printing
   $_____ for each additional page of the patient statement
   Additional Fees for Subscriber's "custom" requirements are applicable (includes, but is not limited to "custom" preprinted paper stock or materials).

   At the time Company initiates the Patient Statement Service, Subscriber shall pay a one month deposit equal to the expected average monthly service fee for the projected Patient Statement volume at the per statement rates described above. The deposit must be maintained throughout the term of this Agreement and will be reviewed quarterly. If the average monthly volume increases or decreases, then Subscriber's invoice will be adjusted accordingly in order to maintain a deposit equal to the expected average monthly service fee. In the event the Patient Statement Service is terminated for any reason, unused deposits (less any unpaid balances owing) will be refunded to Subscriber within ten (10) business days of the end of the month in which the termination becomes effective.

   $_____ Deposit - Deposit equals first page charges multiplied by the projected Patient Statement volume of ___ __, but in no event will the deposit be less than $100.00).

   The Initial Implementation Fee is based on the Subscriber providing a sample file to Company and Company generating sample statements for Subscriber's review. After the initial review of the samples, this process is repeated. After Company makes any Subscriber-requested changes on the second samples, a final proof shall be delivered to Subscriber. If, after Subscriber's receipt of the final proof, Subscriber requests changes that are not related to Company's performance, Company reserves the right to charge Subscriber an additional charge of $150.00 per additional generated sample.

7. ☐ **Claim File and Remittance File Replication Services Fees.** Subscriber shall pay Company the following fees in connection with the Claim File and Remittance File Replication Services:

   ☐ **Claim File Replication Service** (includes 837I, 837P, Workers Comp, Drop to Paper)
   - **Claim File Replication Service Fees**
     - Implementation Fees. (This is a one-time fee, due upon signing.)*
       $____ Original Divisions
       $____ Each Additional Division

- Monthly Fees
  - $____ Each Original Division Per Month
  - $____ Each Additional Division Per Month

☐ **Remittance File Replication Service** (includes 837I, 837P, Workers Comp, Drop to Paper)
- **Remittance File Replication Service Fees**
  - Implementation Fees. (This is a one-time fee, due upon signing.)*
    - $____ Original Divisions
    - $____ Each Additional Division
  - Monthly Fees
    - $____ Each Original Division Per Month
    - $____ Each Additional Division Per Month

☐ **Historical Claim File and Remittance File Replication Services Fees.** Subscriber shall pay Company the following fees in connection with the Historical Claim File and Remittance File Replication Services:

☐ **Historical Claim File Replication Service** (includes 837I, 837P, Workers Comp, Drop to Paper)
- **Historical Claim File Replication Service Fees**
  - Total Original Division(s) Historical Claim File Replication Fees: $____
    $____ per month for the time period of ____ months for the Original Divisions
  - Total Additional Division(s) Historical Claim File Replication Fee: $____
    $____ per month for the time period of ____ months for the Additional Divisions

☐ **Historical Remittance File Replication Service** (includes 837I, 837P, Workers Comp, Drop to Paper)
- **Historical Remittance File Replication Service Fees**
  - Total Original Division(s) Historical Remittance File Replication Fees: $____
    $____ per month for the time period of ____ months for the Original Divisions
  - Total Additional Division(s) Historical Remittance File Replication Fee: $____
    $____ per month for the time period of ____ months for the Additional Divisions

** The implementation fees are non-refundable and are due on the Effective Date. Beginning on first (1st) day of the month following the Replication Services Go-Live Date (as defined below) and on the first (1st) day of each month thereafter, Subscriber shall pay to Company all monthly fees due as set forth above. The initial monthly payment shall be deferred if through no fault of Subscriber, Company has not provided the necessary installation, testing and training to allow Subscriber to utilize the claim file and remittance file replication services as of the Replication Services Go-Live Date. All fees assume that implementation and training will be done remotely. Onsite training, implementation or support is available for additional fees.*

General File and FTP Service. Subscriber must specify a single destination folder for delivery of all the duplicate files. This folder can be set up on Company's servers, on Subscriber's secure FTP server or, if applicable, on the server of a third party designated by the Subscriber. The location of the FTP server and the folder must be listed below.

- Delivery destination:
  - FTP server location:
    - ☐ Company
    - ☐ Subscriber
    - ☐ third party
  - Folder location:

Development/Testing/Implementation Timeframe; Assumptions: Company estimates that the development/testing/implementation timeframe for completion of the Replication Services will be [redacted] (the "Replication Services Go-Live Date"). The Replication Services Go-Live Date is based on the following: (1) Subscriber confirms that the files delivered from Company meet Subscriber's requirements; (2) Company will not manipulate any data within the claim or remittance files, file names for the files, or delivery locations; and (3) any additional manipulation of the claim or remittance file is the Subscriber's responsibility. The pricing set forth in Section 10 of the Additional Services Fees reflects fees for claim file and remittance file replication services of files from the [redacted] Division(s) (each, an "Original Division" and, collectively, the "Original Divisions"), and any Division that is not an Original Division is defined as an "Additional Division" (collectively, a "Division" or the "Divisions"). If Company is unable to complete the implementation of the

Replication Services by the Replication Services Go-Live Date, Company will notify Subscriber and this Agreement will be modified in writing accordingly.

8. ☐ **Dental Claims Service Fees.** Company's Dental Claims Service supports a 5010 compliant 837D file format.
   $_____ Non-Refundable Implementation Fee. (This is a one-time fee, due upon signing.)

   Beginning on the first day of the month following the Live Date for the Dental Claim Service and on the 1st of each month thereafter, Subscriber's monthly subscription fees shall be increased by a Monthly Flat Rate for 837D Claim volume as set forth in the Table below. If Subscriber exceeds the Monthly Maximum 837D Claim Volume in a given month, Subscriber shall be charged the Monthly Flat Rate plus the Monthly Marginal Rate for each excess block in that month.

Monthly Maximum 837D Claim Volume	Per 837D Claim Rate *(used in calculating Monthly Flat Fee)*	Monthly Flat Fee	Marginal Block Size	Monthly Marginal Rate (as applicable)
_____	$_____	$_____	500	$50

   Company billing for the Dental Claims Service is based on the number of 837D claims submitted to Company by Subscriber and per claim transaction rates, calculated as a Monthly Flat Fee. In any given month where claim volume exceeds the Monthly Maximum 837D Claim Volume, a Monthly Marginal Rate will apply and Subscriber shall be charged the Monthly Flat Fee plus the Monthly Marginal Rate per each Marginal Block Size, or a portion thereof, in excess of the Monthly Maximum 837D Claim Volume. For example, if the Monthly Maximum 837D Claim Volume is 1,000, the Marginal Block Size is 500, and Subscribers claim volume is 1,500 in a given month, Subscriber shall be charged the Monthly Flat Fee plus the Monthly Marginal Rate. If claim volume is 2,000, Subscriber shall be charged the Monthly Flat Fee plus (2 x the Monthly Marginal Rate). If Subscriber experiences or expects to experience substantial variances in its claim volume, it should notify Company's Customer Service Center at 877.927.8000. Failure by either party to increase or decrease fees shall not entitle the other party to retroactive adjustments.

9. ☐ **Electronic Attachments for Medical Claims Service Fees**. Subscriber shall pay Company the following fees in connection with the Electronic Attachments for Medical Claims Service:
   $_____ for an Implementation Fee. (This is a one-time fee, due upon signing.)
   $_____ per submission of an electronic attachment, 275 transaction (defined as one 275 transaction with up to 10 electronic attachment)
   $_____ per claim that is submitted as a Drop to Paper Claim with an attachment (defined as a cover letter, one page claim, and one page attachment for a total of three (3) printed pages) – this fee includes the current USPS first class postage rate and is subject to any increase or decrease in such rate issued by USPS.

   - $_____ for each additional page beyond three (3) printed pages

   Additional Fees for Subscriber's "custom" requirements are applicable (includes, but is not limited to "custom" setup or "custom" print requirements).

   Company billing for the Electronic Attachments for Medical Claims is based on the number of electronic attachments (with attachment defined as a 275 transaction and can contain up to 10 unique attachments) and/or the number of printed claims and attachments submitted to Company by Subscriber calculated as per claim transaction rates. Submission is defined as the act of sending the 275 transaction to the payer. If the RCM subscription rate is based on claim volumes calculations (i.e. for FTE calculations or transaction rates), the corresponding claims submitted with the electronic 275 transaction will count towards the base RCM rate as this service is for the submission of 275 transaction.

10. ☐ **Electronic / Paper Workers Compensation Claims with Attachments Service Fees**. Subscriber shall pay Company the following fees in connection with the Electronic / Paper Workers Compensation Claims with Attachments Service:
    $_____ for an Implementation Fee. (This is a one-time fee, due upon signing.)
    $_____ per claim (includes up to ten (10) attachments). This fee includes the current USPS first class postage rate and is subject to any increase or decrease in such rate issued by the USPS.

11. ☐ **Electronic / Paper Automobile Liability Claims with Attachments Service Fees**. Subscriber shall pay Company the following fees in connection with the Electronic / Paper Automobile Liability Claims with Attachments Service:
$_____ for an Implementation Fee. (This is a one-time fee, due upon signing.)
$_____ per claim (includes up to ten (10) attachments). This fee includes the current USPS first class postage rate and is subject to any increase or decrease in such rate issued by the USPS.

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12. ☐ **DDE/FISS Service.** The DDE/FISS Service pricing is based on the number of FISS Users as set forth in the table below. For the purposes of this Amendment, a "FISS User" is defined as a unique username which has logged onto the FISS system using the Company connection. Subscriber shall pay Company the following fees in connection with the DDE/FISS Service.

Number of FISS Users: _____.
Non-Refundable Implementation Fee: **$500 per site.**
Monthly Fee Per User: **Refer to the table below.**

Number of DDE/FISS Service Users	Monthly Block Price
1	$ 85.00
2	$ 170.00
3	$ 255.00
4	$ 340.00
5	$ 425.00
6 – 10	$ 650.00
11 – 25	$1,500.00
26 – 50	$2,750.00
51	$3,000 + $50 per user over 51 users

In addition to the Non-Refundable Implementation Fee, Company reserves the right to charge commercially reasonable per location implementation fees for location setups based on Company's level of effort and time commitment.

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13. ☐ **MECS Service.** Company will charge Subscriber for the MECS Service based on the tiers as shown in the table below (the "MECS Tiers"). The MECS Tiers shall be calculated based on the number of monthly MECS Claims that Company updates via its proprietary process that allows Company to provide an enhanced status based on information in the FISS system. For the purposes of calculating the fee for the MECS Service, a "MECS Claim" is defined as a unique claim ID for which a MECS status is returned. For additional clarity, the counting of MECS Claims is based on a per unique MECS Claim ID and not a per status returned. In any calendar month where MECS Claim volume exceeds the maximum MECS Claims included in the MECS Tier, an overage rate per MECS Claim will apply (the "Overage Rate"), and Subscriber shall be charged the Monthly Cost for the applicable MECS Tier plus the Overage Rate per each MECS Claim exceeding the MECS Claims included in the applicable MECS Tier. Once per calendar quarter, Subscriber may, by thirty (30) days' written notice to Company, elect to change its MECS Tier level. Such election shall be binding for the duration of such calendar quarter.

Non-Refundable Implementation Fee: $_____
Estimated MECS Claims (will be used to select the MECS Tier): _____

MECS Tiers, Fees and Overage Rates				
Tier	Transactions Per Month	Monthly Cost	Effective Rate Per Transaction	Overage Rate Per Transaction
1	0 – 2,500	$1,000	$0.40	$0.45
2	2,501 – 5,000	$1,750	$0.35	$0.40
3	5,001 – 7,500	$2,250	$0.30	$0.35
4	7,501+	$2,250 plus $0.30 for each transaction over 7,501 transactions		

INITIAL TERM AND SIGNATURE

Initial Term. The initial term of this Agreement shall be **five** (**5**) years (the "Initial Term").

Entire Agreement. This RealMed Services Agreement between Subscriber and RealMed Corporation, a wholly owned subsidiary of Availity, LLC ("Company"), including this Order Form, the Standard Terms and Conditions, the Additional Terms and Conditions set forth in the Attachments to the Standard Terms and Conditions, and any additional licensing terms, use policies, and other terms incorporated by reference (collectively, this "Agreement") represents the entire agreement of Company and Subscriber and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between Company and Subscriber with respect to the subject matter contained herein.

REALMED CORPORATION

Signature:_____

Print Name:_____

Title:_____

Date:_____

Squaxin Island Tribe
Subscriber (Legal Name)

Signature:_____

Print Name:_____

Title:_____

Date:_____

STANDARD SERVICES DESCRIPTIONS

RealMed RCM offers the following standard services (the "Standard Services") in consideration of the fees set forth in the Standard Services Fees section of the Order Form. The Standard Services are subject to the Standard Terms and Conditions. All Standard Services are described in additional detail within the "Services" Section of Company's website: www.RealMed.com. Additional Services are described in the Additional Services Descriptions Section of this Agreement and may be added for additional fees. Institutional claims (837I) are not included in the Standard Services described herein. Subscriber may purchase Institutional Claims Service as an Additional Service by selection on the Order Form. If Subscriber wishes to submit Inpatient Institutional Claims, a separate amendment for the Inpatient Institutional Claims Service must be executed by Subscriber. Dental claims (837D) are excluded from the Standard Services.

1. **Eligibility.** Provides a single source for real-time, batch and individual eligibility verification via Company's universal Internet portal. This feature can be used prior to patient appointment or for patient walk-ins. RealMed RCM eligibility verification allows immediate follow-up with the patient, minimizing time spent with the payer on the phone or visiting multiple Web sites. Through this service, RealMed RCM also allows generation and print-out of standard reports that contain patient demographic information and coverage information, including deductible, co-payment and coverage limits. A complete listing of Company's current eligibility payer connections can be accessed at **www.realmed.com/payerlist**. Company's list of payers is periodically updated and Company reserves the right to remove available payers that fail to meet Company's security or business requirements. As noted on the Web site, some eligibility inquiries carry a per-transaction fee set forth on Page 1 of this Agreement.

2. **Claim Editing & Correction.** Provides multiple levels of edits, including standard claim data validations, HIPAA-related edits, CCI (Correct Coding Initiative) edits, Medicare edits and customizable edits by the practice. Certain edits can be turned off and on at will for discovering patterns and trends and working issues. Errors are mapped to the actual field on the Edit Claims screen and English-language descriptions of errors and recommended actions are attached to make correction and resubmission much easier. In addition, RealMed RCM dramatically reduces rejects due to eligibility errors by automatically populating the claim header information with the exact data from the payer's eligibility file for claims to certain payers.

3. **Claim Submission & Management.** Provides a single online portal for submitting claims online to over 2,000 payers. Submission of a single co-mingled batch of all claims to all payers on a regularly scheduled cycle is typical. This allows more timely and productive follow-up and resubmission of rejected claims through one easy-to-use online Claims Edit/Error Management screen. Submission through RealMed RCM includes all integrated, direct online and EDI payers. A complete listing of Company's current claims submission connections can be accessed at **www.realmed.com/payerlist**. Company's list of payers is periodically updated and Company reserves the right to remove payers that fail to meet Company's security or business requirements.

4. **Claim Status.** Provides real-time claims status on all claims sent via Company, with constant automatic refresh of status information for many payers as well as supporting documentation such as the Explanation of Benefits and Summary of Services. This service eliminates the lengthy phone calls to payers by providing a single source for quickly and efficiently tracking up-to-the-minute claim status.

5. **Remittance & Payment.** Provides an 835 Electronic Remittance Advice (ERA) from payers that are able to generate and send these transactions to Company. Company returns 835 ERAs in two formats – machine readable (for auto-posting) and human readable (for print-out and distribution within the practice). A complete listing of Company's current ERA payer connections can be accessed at **www.realmed.com/payerlist**. Company's list of payers is periodically updated and Company reserves the right to remove available payers that fail to meet Company's security or business requirements. As noted on the Web site, some ERA transactions carry a per-transaction fee set forth on Page 1 of this Agreement.

6. **Reporting.** Allows practices to run a series of schedulable standard and customizable reports that track progress of all transactions, expose error patterns, analyze payment results and review operational efficiency measures.

7. **Security & Administration.** Provides features that allow practice administrators to manage office settings, user preferences and secure feature access within the RealMed RCM application. Settings can be based on practice user roles or office security levels.

8. **Primary Drop-to-Paper Claims.** Provides an economical way of dropping claims to paper and mailing them to payers. By identifying the claims in each electronic batch that cannot be sent via EDI, RealMed RCM expedites the submission process by automatically printing the claims, placing them in envelopes and mailing them to the appropriate payers. RealMed RCM's reports and status screens also include status information on these payer claims. The Drop-to-Paper feature is available to the practice as an optional service at the individual fees described on page one.

STANDARD TERMS AND CONDITIONS

1. Services. As used herein, "Services" means the Standard Services and any Additional Services purchased by Subscriber. Pursuant to the terms and conditions of this Agreement and any terms and conditions incorporated herein by reference, including the terms and conditions set forth as URLs, Company agrees to provide Subscriber with the Services. Except for causes beyond Company's reasonable control, Company shall provide the Services in accordance with accepted industry standards. However, Subscriber acknowledges that the Services may be subject to outages and occurrences on networks not controlled by Company and other factors not controlled by Company, including limitations inherent in payers' and third parties' systems. Additional Services shall be subject to these Standard Terms and Conditions and to any applicable Additional Terms and Conditions. To the extent of any conflict between the Additional Terms and Conditions and these Standard Terms and Conditions, the Additional Terms and Conditions shall govern and control.

2. Effective Date and Term. This Agreement shall commence on the date signed by the last party to sign (the "Effective Date") and continue for the duration set forth in the Order Form as the Initial Term. Thereafter, this Agreement shall automatically renew for a one (1) year term on each anniversary of the Effective Date (each, a "Renewal Term"). Either party may cancel this Agreement: (a) at the end of the Initial Term, upon ninety (90) days prior written notice to the other party; (b) in accordance with Event of Default, Remedies and Attorney Fees Section of the General Terms and Conditions of this Agreement; or (c) if the other party materially breaches any representation, warranty or covenant contained in this Agreement and such breach continues for thirty (30) days after the breaching party is notified in writing of such breach by the non-breaching party. Company shall have the right to change pricing, at its sole discretion, to a maximum three percent (3%) increase once per year after the expiration of the Initial Term with ninety (90) days prior written notice to Subscriber.

3. Payments.

☐ **Purchasing Direct Through Company.** The Non-Refundable Implementation Fee is due on the Effective Date. Beginning on the last day of the month following the Live Date or sixty (60) days following the Effective Date (whichever is sooner), and on the last day of each month thereafter, Subscriber shall pay to Company all Monthly Subscription Fees and any applicable Additional Services fees due together with any invoiced transaction-based fees (collectively, the "Payment") for Services. "Live Date" shall mean the date that Subscriber's users are given full production access to the Services. The initial Payment shall be deferred if through no fault of Subscriber, Company has not provided the necessary installation, testing and training services to allow Subscriber to utilize the Services. If any Payment is not received within fifteen (15) days of its due date, Subscriber shall pay Company a late charge of one-and-one-half percent (1.5%) of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Company also reserves the right to disable Service features supporting submission of new claims until Payment is received. Payments are applied to late fees and collection costs first and then to Agreement obligations.

☐ **Purchasing Through Value Added Re-Seller.** VAR will remit Payments to Availity/RealMed for the RealMed Services and act as Subscriber's agent with respect to such Payments. Availity/RealMed reserves the right to disable its Service features supporting submission of new claims until Payment is received. Payments are applied to late fees and collection costs first and then to Agreement obligations. Beginning on the twelve (12) month anniversary date that occurs after the expiration of the Initial Term (the "Adjustment Date") and on each subsequent one year anniversary of the Adjustment Date, Availity/RealMed may adjust the Monthly Subscription Fees by providing VAR with one hundred and twenty (120) days written notice of a fee adjustment. The fee adjustment shall be based on the increases or decreases to the Consumer Price Index ("CPI") since the last time that the applicable fee was adjusted. The CPI shall be based on the "U.S. consumer price index -- All items" published in The Wall Street Journal or in the event that The Wall Street Journal ceases to publish such index, a comparable index published in The Wall Street Journal (if it publishes a comparable index) or another major financial newspaper (if The Wall Street Journal does not publish a comparable index or ceases to exist). The maximum increase per period shall be capped at five percent (5%) of the Monthly Subscription Fee prior to its adjustment.

4. Billing and Licensed Providers. Licensed Providers may submit claims under their own unique National Provider Identifier ("**NPI**"), the NPI of another provider within the practice, or a corporate NPI. The initial number of Licensed Providers shall be determined by dividing the Estimated Average Monthly Claim Volume by the FTE Equivalent, and the initial Monthly Fees shall be determined by multiplying the fee per Licensed Provider by the number of Licensed Providers. Thereafter, Company shall have the right to review Subscriber's claim volume each three-month period (*i.e.*, quarterly) and may adjust the number of Licensed Providers/FTEs based on such claim volume, and may accordingly adjust the Monthly Fees. If Subscriber experiences or expects to experience material

variances in its claim volume (i.e., that would increase or decrease the number of Licensed Providers), it shall notify Company's Customer Service Center at 877.927.8000.

5. Confidential Information and Access to Information. In the course of transacting business between Company and Subscriber, it may be necessary and desirable for either party to disclose confidential information to the other party. Each party warrants that it will retain all information belonging to the other party in strictest confidence and will neither use it nor disclose it to a third-party without the explicit written permission of the other party. For purposes of this Agreement, confidential information shall include any information, whether oral, electronic, visual, or in writing, and whether or not marked confidential, that is supplied by one party to the other party, including, but not limited to, the transactions contemplated hereunder which involve certain business information which the parties consider confidential and proprietary. Notwithstanding the foregoing, each party's obligation (as a recipient of confidential information hereunder) to maintain the other party's confidential information shall not apply to any portion of such information which:

- **a.** is or becomes public knowledge through no wrongful act of the recipient;
- **b.** is lawfully obtained by the recipient from a third party;
- **c.** is developed by the recipient independently of the disclosing party or such disclosing party's information; or
- **d.** is approved for release by the written authorization of the disclosing party.

If either party is required to disclose confidential information by a governmental agency or by a proper order of a court of competent jurisdiction, the party under the disclosure obligation shall, when legally permissible, promptly notify the other party of such demand and the party under the disclosure obligation shall, at the other party's expense, use its best efforts to minimize such disclosure and, where applicable, assist the other party in obtaining a protective order prior to such disclosure. The parties recognize that irreparable harm can be occasioned to the other party by disclosure of confidential information relating to its business and any violation of this Section shall entitle the offended party to injunctive relief in addition to, and not in lieu of, any damages to which the offended party may be entitled. If party discloses the confidential information of the other party to a third party in violation of this Section, the offending party will provide all reasonable assistance to the other party in obtaining retrieval of the confidential information.

6. Subscriber Responsibilities – Implementation. Subscriber shall perform the tasks and obligations that are required to support the Services, including designating a contact person ("Practice Liaison") who will be responsible for coordinating any required implementation tasks reasonably requested by Company, delivering all required data in a complete and timely manner and in agreed to formats, and assisting Company with testing and using the Services. The standard implementation and training methodology can be accessed at **www.realmed.com/deployment**. Required data content and format are included in this URL. Failure of Subscriber to perform in a timely manner the tasks and obligations required to support the Services may, in the reasonable discretion of Company, result in a corresponding delay in the schedule for performing the Services.

7. Subscriber Responsibilities – Post-Implementation. Subscriber will proactively notify Company of any system changes affecting Subscriber's ability to submit claims or batch eligibility in a format consistent with the format used in the initial Service implementation. Examples include, but are not limited to, practice management system upgrades, switching vendor systems or any other modifications that change the format of claim or batch eligibility files output from Subscriber's systems.

8. Custom Development Services. Upon Subscriber's request, Company may provide custom programming options to meet Subscriber's specific needs. These custom programming options may include edits, reports or data modifications that are not included as part of the Services covered by the Monthly Subscription Fee. A flat-rate fee will be determined prior to Company's commencement of the Custom Development Services, and such fees may vary based upon the complexity of the customization and the resources required. Custom Development Services will be invoiced following Subscriber's written project acceptance and production implementation. Any future change requests to existing Custom Development Services may be subject to additional fees.

9. HIPAA, Privacy and Business Associate Agreement. Company has designed its systems and services to conform to requirements of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, 110 Stat. 1996 and all regulations promulgated thereunder ("HIPAA") and continues to update and upgrade its systems to ensure compliance with all security and privacy requirements. Upon execution of this Agreement, Company will act as Subscriber's "Business Associate" within the meaning of HIPAA. Consequently, HIPAA requires Company and Subscriber to enter into a Business Associate Agreement in connection with this Agreement. Therefore, unless Subscriber and Company execute a separate business associate agreement, Subscriber and Company agree to the

Business Associate Agreement set forth at **www.realmed.com/businessassociate** and incorporated herein by reference. Company and Subscriber, each shall maintain the security and confidentiality of all data transmitted through their networks and will comply with all applicable laws, rules, and regulations, including, but not limited to, HIPAA.

10. Third Party Software and Services and Use Limitations. In providing the Services, Company may rely upon software ("Third Party Software") licensed by Company from certain third party and/or services obtained from third parties (*e.g.,* a Telecommunication Service Provider ("TSP")). Subscriber agrees to abide by any limitations and all terms and conditions required by vendors of Company, including payers, EDI clearinghouses, Third Party Software vendors, providers of services such as eligibility, TSPs and ISPs. Any breach by Subscriber of the terms and conditions of a Third Party Software license agreement shall be deemed to be a breach of this Agreement. Company's Third Party Software agreements can be accessed at: **www.realmed.com/thirdparty**.

11. Limited Warranty and Limitation of Liability. EXCEPT AS PROVIDED IN THIS AGREEMENT, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED IN THIS AGREEMENT SHALL NOT APPLY IF: (A) THE SERVICES HAVE BEEN MISUSED OR EXPOSED TO CORRUPTED DATA, CORRUPTED SOFTWARE OR COMPUTER VIRUSES; (B) THE SUBSCRIBER HAS USED THE SERVICES OTHER THAN IN ACCORDANCE WITH THE DOCUMENTATION PREPARED AND SUPPLIED BY COMPANY; AND/OR (C) SUBSCRIBER USED THE SERVICES IN COMBINATION WITH ANY PRODUCT, SOFTWARE, AND/OR HARDWARE NOT SPECIFIED BY COMPANY IN THE APPLICABLE DOCUMENTATION. COMPANY MAKES NO WARRANTIES OF ANY KIND REGARDING ANY THIRD PARTY SOFTWARE OR PERIPHERAL SERVICE PROVIDERS. REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT SUBSCRIBER HAS PAID COMPANY UNDER THIS AGREEMENT DURING THE PAST TWELVE (12) MONTH PERIOD FOR THE APPLICABLE SERVICES AT ISSUE. NEITHER COMPANY NOR SUBSCRIBER SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING LOSSES RELATING TO DATA OR DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO DATA OR BUSINESS RELATIONSHIPS). The parties acknowledge and agree that Company is not responsible for the content of any data furnished to Company by a third-party. The parties further acknowledge and agree that Company has no responsibility for reviewing the content of any data furnished by a third-party for accuracy, completeness or usefulness. ALL DATA FURNISHED TO COMPANY BY A THIRD-PARTY IS PROVIDED TO SUBSCRIBER ON AN "AS-IS, WITH ALL FAULTS" BASIS. Any action against Company or Subscriber must be brought within twelve (12) months after Subscriber or Company, as applicable, first becomes aware of the injury or the cause of action. The previous sentence constitutes an irrevocable waiver of all claims Subscriber or Company has against the other party and is an absolute bar to the institution of any action that is not brought within such 12-month time period against the other party. Subscriber acknowledges that Company has set its prices and entered into this Agreement in reliance on the limitations of liability specified in this Section.

12. Indemnity. Company shall defend, indemnify and hold harmless Subscriber from and against any and all third party claims and resulting losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to: (a) any breach by Company of any warranty, covenant or other obligation or the inaccuracy of any representation of Company in this Agreement; and (b) the violation by Company of any local, state or federal law, rule or regulation. Subscriber shall defend, indemnify, and hold harmless Company from and against any and all third party claims and resulting losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to: (x) any breach by Subscriber of any warranty, covenant or other obligation or the inaccuracy of any representation of Subscriber in this Agreement; and (y) the violation by Subscriber of any local, state or federal law, rule or regulation.

13. Event of Default, Remedies and Attorney Fees. If: (1) Subscriber fails to make any Payment within thirty (30) days of when due; or (2) within ten (10) business days of written notice to Subscriber, Subscriber fails to perform any of the other terms, covenants, or conditions of this Agreement (a "Default"), then to the extent permitted by applicable law, Company shall have the right to exercise any one or more of the following remedies: (a) terminate this Agreement; (b) deny Subscriber access to the Service; (c) proceed by court action to recover damages and expenses incurred by Company by reason of such Default, or to enjoin any prohibited actions or inactions; and/or (d) exercise any other right or remedy available at law or in equity. All rights and remedies are cumulative and may be enforced concurrently. The prevailing party in any dispute regarding this Agreement or the parties' respective rights under this Agreement shall be entitled to reimbursement of all court costs and reasonable attorney fees.

14. General Provisions. Company is not responsible for delay or failure to perform due to causes beyond its reasonable control. Nothing herein shall be construed to place the parties in a relationship of partners or joint venturers and this Agreement does not make either party the agent or legal representative of the other for any purpose whatsoever. Except as expressly provided herein, the provisions of this Agreement are for the sole benefit of the Parties, and this Agreement confers no rights, benefits or claims upon any person or entity not a Party to this Agreement. Any notices or communications required or permitted to be given hereunder shall be in writing and may be delivered personally, deposited with a nationally-recognized overnight carrier or mailed by certified mail, return receipt requested, postage prepaid. All notices to Subscriber shall be given in writing to the person and address listed on the first page of this Agreement and all notices to Company shall be given to the following address: Availity LLC, 5555 Gate Parkway, Ste. 110, Jacksonville, FL 32256, Attn: Legal Department. Either party may change their notice address by sending a written notice to the other party. Neither party may assign any of its rights or responsibilities without the prior written consent of the other party; provided, however, Company may assign its rights to an affiliate provided that any such assignment shall not relieve Company of its obligations hereunder. This Agreement (including any additional licensing terms or use policies incorporated herein by reference) contains the entire understanding of the parties hereto with regard to the subject matter contained herein. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. No consent or waiver, express or implied, by any party to this Agreement, with respect to any breach or default by any other party hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by such party of the same provision or any other provision of this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party, or to declare such other party in default shall not be deemed or constitute a waiver by the party of any rights hereunder. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such holding shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

15. Payer Terms and Conditions. As a condition to allowing Company to provide certain information, health care insurance plans ("Payers") may require Subscriber to consent to certain terms and conditions pertaining to electronic exchange of health care information, including, but not limited to an Electronic Payment Agreement. Subscriber hereby agrees to abide by any such Payer terms and conditions, including any required Electronic Payment Agreement, set forth at **www.realmed.com/thirdparty.** In addition, Subscriber agrees that, with respect to Medicaid eligibility transactions: (a) access to eligibility information is restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be the final authority; and (c) Subscriber agrees to abide by applicable federal and state laws regarding confidentiality of information.

16. Value Added Reseller ("VAR"). If applicable, Subscriber understands that the Standard Services and/or Additional Services described herein are provided by Company in cooperation with VAR. **Consequently, Subscriber hereby authorizes Company to allow VAR (if applicable) to have access to PHI used in the RealMed RCM applications solely to support Subscriber's payment, treatment and health care operations and as otherwise permitted by applicable law, including HIPAA.** Notwithstanding the foregoing, nothing herein shall be construed to place VAR or Company in a relationship of partners or joint venturers. Subscriber acknowledges that VAR's employees are not employees, agents or legal representatives of Company. VAR's employees have no authority or power, expressed or implied, to obligate or bind Company in any manner whatsoever or to waive or amend this Agreement or any portion of this Agreement.

17. Multiple Counterparts, Electronic Signatures and Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement, and shall become binding when one or more counterparts have been executed and delivered by each of the parties hereto. Facsimile signatures and electronic signatures (delivered either through e-mail or other electronic mechanism) shall constitute original signatures for purposes of this Agreement.

18. Taxes. There shall be added to any charges under this Agreement, and Subscriber shall pay to Company, any taxes, based upon the cost of services or software, if applicable, provided hereunder, including state and local sales and/or use tax paid or payable by Subscriber with respect to same, but excluding any franchise taxes, and taxes based on the gross income or adjusted gross income of Company. In the event that Company collects any such taxes, Company acknowledges its responsibility to and shall pay the same to the appropriate taxing authority and shall hold Subscriber harmless from liability for same. If no such taxes are assessed by Company, Subscriber is solely responsible to self-assess taxes and shall pay any tax that may be due as a result of the Standard Services and/or Additional Services provided hereunder directly to the taxing authority.

19. User Access and Security. Subscriber is responsible for all acts or omissions by Subscriber's users of the Services, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, or demands of any kind or nature by or on behalf of any person, party, or governmental authority incurred by Company as a result of Subscriber's or Subscriber's user's use of the Services. Subscriber is solely responsible for (1) maintaining the strict confidentiality of the IDs and passwords assigned to Subscriber and Subscriber's users; (2) instructing Subscriber's users to not allow another person to use users' IDs or passwords to access the RealMed RCM application or the Services, and (3) any charges, damages, or losses that may be incurred or suffered as a result of Subscriber's or Subscriber's users' failure to maintain the strict confidentiality of users' IDs and/or Passwords. Subscriber shall designate an individual to administer all security and user authority settings related to the RealMed RCM application and such person shall be set forth in the security hierarchy in the application. Company may rely upon actions and directions from such administrator.

20. Ownership and Proprietary Rights. The parties acknowledge that Company owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights and shall retain title and all other ownership and proprietary rights in and to the Services and information developed by Company in connection with its performance of the Services to Subscriber under this Agreement, including, without limitation, any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to the Company software and any custom modifications made by Company. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Company and Subscriber agree that the Services are not "work made for hire" for Subscriber within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. No party shall take any acts inconsistent with the foregoing.

Additional Services Descriptions and Additional Terms and Conditions. When selected by Subscriber on an Order Form, the Additional Services set forth below will be provided to Subscriber for the applicable fees set forth on the Order Form, subject to the applicable Additional Terms and Conditions below. To the extent of any conflict between the Additional Terms and Conditions and the Standard Terms and Conditions, the Additional Terms and Conditions shall govern and control.

Attachment 1-A
Advanced Claims Editing Service (ACE)

Services Description. The Advanced Claims Editing Services are comprised of two (2) components: (i) the Advanced Authoring Tool Service; and (ii) the Advanced Editing Content Service (collectively, the "Advanced Claims Editing Services"). ***Note: If Subscriber intends to use the Advanced Claims Editing Services for institutional claims, then Subscriber must purchase the Institutional Claims (837I) Service described below.*** The Advanced Authoring Tool Service facilitates the ability to create, define, maintain and test client-specific business edits for professional (837P) and institutional (837I) claims transactions. The Subscriber's unique editing situations are addressed through a set of wizard-like screens that give practices the ability to customize and maintain their own business edits. The Advanced Editing Content Service provides Subscriber with the ability to elect to have its claims scrubbed against the "Advanced Editing Content" database that checks for compliance with policy requirements and other databases, including, but not limited to, Local Coverage Determination (LCD), National Coverage Determination (NCD) and Medically Unlikely Edits (MUE) policy requirements, Add-on Codes and Code Editor (OCE) code validation ("Content Edited").

Additional Terms and Conditions.

A. **American Hospital Association ("AHA") UB-04 Billing Code Manual Licensing.** OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL is copyrighted by American Hospital Association ("AHA"), Chicago, Illinois. No portion of OFFICIAL UB-04 MANUAL may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of AHA.

B. **Disclaimer.** COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE ADVANCED CLAIMS EDITING SERVICES AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE ADVANCED CLAIMS EDITING SERVICES, EXCEPT THAT COMPANY WILL CONFIRM AND, IF NECESSARY, REPAIR, CAUSE TO BE REPAIRED OR OTHERWISE CORRECT ERRORS. COMPANY DOES NOT WARRANT THAT THE ADVANCED CLAIMS EDITING SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE ADVANCED CLAIMS EDITING SERVICES WILL BE UNINTERRUPTED OR WITHOUT ERROR. IF THE ADVANCED CLAIMS EDITING SERVICES ARE DEFECTIVE, CONTAIN ERRORS, OR ARE NOT INTACT, COMPANY SHALL PROVIDE CORRECTION AND/OR REPLACEMENT. THIS IS COMPANY'S SOLE AND ENTIRE LIABILITY. COMPANY DOES NOT STATE OR CLAIM TO SUBSCRIBER THAT COMPANY GUARANTEES OR WARRANTIES THE ADVANCED CLAIMS EDITING SERVICES IN ANY MANNER THAT IS INCONSISTENT OR BEYOND THE WARRANTIES PROVIDED HEREIN.

C. **License.** Company grants Subscriber a license to use the Advanced Claims Editing Services for the term of the Agreement.

D. **Installation and Support.** Company shall charge a one-time Installation Fee equal to one month's Advanced Claims Editing Services Monthly Fee. The Advanced Claims Editing Services Monthly Fee shall include maintenance and support services and is set forth in this Agreement.

E. **Adjustments to Fees.** The initial number of Licensed Providers and FTEs (as applicable) specified in this Agreement will be the basis for billing purposes unless significant clinical staffing changes within the practice or increases in monthly claim volume take place.

(Significant changes are variances of greater than ten percent (10%) in the original number of Licensed Providers listed in the Agreement or, in the case of FTEs, an increase in claim volume that, based on the Full Time Equivalent Calculation set forth in Section 6, increases the number of FTEs.) Company reserves the right to increase the total Advanced Claims Editing Services Monthly Fee based on such changes at any time during the term of this Agreement. Such changes shall be reflected on Subscriber's invoice. If Subscriber experiences such changes, it should notify Company's Customer Service Center at 877.927.8000, at which point a new invoicing schedule will be created to reflect an accurate count of Licensed Providers and FTEs (as applicable).

Attachment 1-B
Secondary Claims Processing and Secondary Drop-to-Paper Service

Services Description. The Secondary Claims Processing functionality will automatically generate and submit a secondary claim from a primary claim and a matched 835 (professional only) when the secondary payer information is included in the original claim (a "Secondary Claim"). Secondary Claims will be sent electronically if the payer accepts them. If the payer does not accept electronically submitted Secondary Claims, the Secondary Claims will be dropped to paper and mailed to the secondary payer. The format for the printed Secondary Claim is a CMS 1500 and the associated Explanation of Payment (EOP) is in Medicare format. This claim format will be generated for all payers unable to accept electronic Secondary Claims, and the claim will be printed and mailed to the secondary payer.

Company will transmit secondary claims generated by Subscriber through their PM system to a payer either electronically or via paper per the following details. Secondary claims will be sent electronically if the payer accepts them. If the payer does not accept electronically submitted secondary claims, the secondary claims will be dropped to paper and mailed to the secondary payer. The format for the printed secondary claim is a CMS 1500 and the associated Explanation of Payment (EOP) is in Medicare format. Customer must submit secondary claims data as HIPAA compliant 837P files with adjustment and payer payment information from the primary payer.

Attachment 1-C
Comparative Analytics Service

Services Description. The Comparative Analytics Service is provided by Company through an interface between Company and RemitDATA. Company provides remits (835s) to RemitDATA. Based on this data, Company's Comparative Analytics Service provides a set of tools to analyze and benchmark their performance on professional services across a range of different parameters including denial rates, total processing time, staff productivity and utilization, and payer reimbursement details. Compiled each night, these benchmarks can also compare each client's unique practice measurements to state and national peer groups using de-identified data from other users of the system. Any data presented in the Comparative Analytics Service that is compiled from aggregated data submitted by other RemitDATA users is de-identified.

Additional Terms and Conditions.

A. **Disclaimers and Warranties.** THE COMPARATIVE ANALYTICS SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPARATIVE ANALYTICS SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE COMPARATIVE ANALYTICS SERVICE. COMPANY AND REMITDATA, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE LICENSORS, CONTRACTORS, SUPPLIERS AND ANY OTHER PARTIES WHO MAY BE ASSOCIATED WITH THE PROVISIONING OF THE COMPARATIVE ANALYTICS SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE COMPARATIVE ANALYTICS SERVICE OR THE USE OF THE COMPARATIVE ANALYTICS SERVICE BY COMPANY, ANY CUSTOMERS OR THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SUBSCRIBER IS NOT AUTHORIZED TO AND SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMERS OR TO ANY OTHER PERSON REGARDING THE COMPARATIVE ANALYTICS SERVICE. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE COMPARATIVE ANALYTICS

SERVICE AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE COMPARATIVE ANALYTICS SERVICE, EXCEPT THAT COMPANY WILL CONFIRM AND, IF NECESSARY, REPAIR, CAUSE TO BE REPAIRED OR OTHERWISE CORRECT ERRORS, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID TO COMPANY FOR THE COMPARATIVE ANALYTICS SERVICE. COMPANY DOES NOT WARRANT THAT THE COMPARATIVE ANALYTICS SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE COMPARATIVE ANALYTICS SERVICE WILL BE UNINTERRUPTED OR WITHOUT ERROR. IF THE COMPARATIVE ANALYTICS SERVICE CONTAINS ERRORS OR IS UNAVAILABLE, COMPANY SHALL PROVIDE CORRECTION AND/OR REPLACEMENT, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID FOR THE COMPARATIVE ANALYTICS SERVICE. THIS IS COMPANY'S SOLE AND ENTIRE LIABILITY FOR THE COMPARATIVE ANALYTICS SERVICE. COMPANY DOES NOT STATE OR CLAIM TO SUBSCRIBER THAT COMPANY GUARANTEES OR WARRANTIES THE COMPARATIVE ANALYTICS SERVICE IN ANY MANNER THAT IS INCONSISTENT OR BEYOND THE WARRANTIES PROVIDED HEREIN.

B. **Fee Adjustments and Payments.** Fees for the Comparative Analytics Service shall be adjusted each quarter to account for the then-current number of Comparative Analytics Licensed Providers. The initial monthly payment shall be deferred if through no fault of Subscriber, Company has not provided the necessary installation, testing and Training Services to allow Subscriber to utilize the Comparative Analytics Service. For purpose of these Additional Terms and Conditions, a standard Subscriber implementation shall include the following elements: (i) account creation; (ii) standard training; and (iii) the creation of up to three data groups or up to three custom insights, or a combination of data groups and custom insights, not to exceed three (3) in total. If any of the foregoing or custom services (e.g., advanced physician grouping, advanced payer grouping, advanced code grouping, custom insight configuration, advanced data clean-up, advanced web training) are required by the Subscriber in excess of the standard Subscriber implementation, then those services will be provided at a rate of $150.00 per hour. Training Services shall mean two (2) web-based training sessions provided by Company to Subscriber for the Comparative Analytics Service. Company reserves the right to charge for additional Subscriber-requested training sessions beyond the Training Sessions initially provided by Company. On-site training is available at $1,000.00 per day plus travel expenses.

C. **Data Use and Other Terms.** Notwithstanding the Standard Services Terms and Conditions, as well as, these Additional Terms and Conditions, Subscriber is solely responsible for any and all activities that occur under Subscriber's account. Subscriber shall promptly notify Company of any unauthorized access to Subscriber's account of which it becomes aware within the Company system or the RemitDATA system, and shall immediately inform Company of any changes to users or user IDs. Subscriber consents that the data needed to perform the Comparative Analytics Service will be stored and processed on the RemitDATA system. Subscriber acknowledges that RemitDATA uses a database of remits and other data to produce comparative analytics. Subscriber consents that its remits may be used to create comparative analytics for other RemitDATA users, provided, however, that such use does not include releasing any Protected Health Information (PHI), nor does it include identifying Subscriber as a contributor to such database. If Subscriber elects to import data from other third party sources, Subscriber acknowledges that Company's standard support does not cover such non-RealMed RCM data sources.

Attachment 1-D
Denial Management Service

Service Description. The Denial Management Service is provided by RemitDATA, Inc. Company provides remits (835) and claims (837) and the RemitDATA system produces reports on professional services. Based on the reports, Subscriber can utilize additional functions. Company's Denial Management Service (powered by RemitDATA) (the "Denial Management Service") provides a set of tools for understanding and managing a Subscriber's denials and aids Subscriber in filing an appeal with a payer. The Denial Management Service includes reports, benchmarks against other practices for denial rates and DSO (Days Sales Outstanding), on-demand EOB (Explanation of Benefits) generation, and a workflow tool for creating appeals using the denial information in the 835 transactions returned from a payer.

Additional Terms and Conditions.

A. **Disclaimer and Warranties.** THE DENIAL MANAGEMENT SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE DENIAL MANAGEMENT SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE DENIAL MANAGEMENT SERVICE. COMPANY AND REMITDATA, ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE LICENSORS, CONTRACTORS, SUPPLIERS AND ANY OTHER PARTIES WHO MAY BE ASSOCIATED WITH THE PROVISIONING OF THE DENIAL MANAGEMENT SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DENIAL MANAGEMENT SERVICE OR THE USE OF THE DENIAL MANAGEMENT SERVICE BY COMPANY, ANY CUSTOMERS OR THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SUBSCRIBER IS NOT AUTHORIZED TO AND SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMERS OR TO ANY OTHER PERSON REGARDING THE DENIAL MANAGEMENT SERVICE. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS IN THE DENIAL MANAGEMENT SERVICE AND FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE DENIAL MANAGEMENT SERVICE, EXCEPT THAT COMPANY WILL CONFIRM AND, IF NECESSARY, REPAIR, CAUSE TO BE REPAIRED OR OTHERWISE CORRECT ERRORS, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID TO COMPANY FOR THE DENIAL MANAGEMENT SERVICE. COMPANY DOES NOT WARRANT THAT THE DENIAL MANAGEMENT SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE DENIAL MANAGEMENT SERVICE WILL BE UNINTERRUPTED OR WITHOUT ERROR. IF THE DENIAL MANAGEMENT SERVICE CONTAINS ERRORS OR IS UNAVAILABLE, COMPANY SHALL PROVIDE CORRECTION AND/OR REPLACEMENT, OR, IN ITS SOLE DISCRETION, REFUND AMOUNTS PAID FOR THE DENIAL MANAGEMENT SERVICE. THIS IS COMPANY'S SOLE AND ENTIRE LIABILITY FOR THE DENIAL MANAGEMENT SERVICE. COMPANY DOES NOT STATE OR CLAIM TO SUBSCRIBER THAT COMPANY GUARANTEES OR WARRANTIES THE DENIAL MANAGEMENT SERVICE IN ANY MANNER THAT IS INCONSISTENT OR BEYOND THE WARRANTIES PROVIDED HEREIN.

B. **Fee Adjustments and Payments.** Fees for the Denial Management Service shall be adjusted each quarter to account for the then-current number of Denial Management Licensed Providers. The initial monthly payment shall be deferred if through no fault of Subscriber, Company has not provided the necessary installation, testing and Training Services to allow Subscriber to utilize the Denial Management Service. For purpose of these Additional Services Terms and Conditions, a standard Subscriber implementation shall include the following elements: (i) account creation; (ii) standard training; and (iii) the creation of up to three data groups or up to three custom insights, or a combination of data groups and custom insights, not to exceed three (3) in total. If any of the foregoing or custom services (*e.g.*, advanced physician grouping, advanced payer grouping, advanced code grouping, custom insight configuration, advanced data clean-up, advanced web

training) are required by the Subscriber in excess of the standard Subscriber implementation, then those services will be provided at a rate of $150.00 per hour. Training Services shall mean two (2) web-based training sessions provided by Company to Subscriber for Denial Management. Company reserves the right to charge for additional Subscriber-requested training sessions beyond the Training Sessions initially provided by Company. On-site training is available at $1,000.00 per day plus travel expenses.

C. **Data Use and Other Terms.** Notwithstanding the Standard Services Terms and Conditions, as well as, the Additional Services Terms and Conditions, Subscriber is solely responsible for any and all activities that occur under Subscriber's account. Subscriber shall promptly notify Company of any unauthorized access to Subscriber's account of which it becomes aware within the Company system or the RemitDATA system, and shall immediately inform Company of any changes to users or user IDs. Subscriber consents that the data needed to perform the Denial Management Service will be stored and processed on the RemitDATA system. Subscriber acknowledges that RemitDATA uses a database of remits and other data to produce comparative analytics. Subscriber consents that its remits may be used to create comparative analytics for other RemitDATA users, provided, however, that such use does not include releasing any Protected Health Information (PHI), nor does it include identifying Subscriber as a contributor to such database.

Attachment 1-E
Institutional Claims Service

Services Description. Company's Institutional Claim Service provides a single online portal for submitting 837I claims online to payers. Submission of a single co-mingled batch of all claims to all payers on a regularly scheduled cycle is typical. This allows more timely and productive follow-up and resubmission of rejected claims through one easy-to-use online Claims Edit/Error Management screen.

Additional Terms and Conditions.

American Hospital Association ("AHA") UB-04 Billing Code Manual Licensing. OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL is copyrighted by American Hospital Association ("AHA"), Chicago, Illinois. No portion of OFFICIAL UB-04 MANUAL may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of AHA.

Attachment 1-F
Patient Statements

Services Description. Company shall provide professional printing, addressing and mailing of patient statements based on information supplied by the Subscriber in an electronic file sent to Company by the Subscriber. If Subscriber uses more than one format or stock for patient statements, initial and/or one-time formatting fees shall apply to each format or stock selection. Company will send a monthly bill approximately one week after each month end. Failure to pay in accordance with payment terms shall result in disruption of services until Payment is current. If Subscriber has elected to use "custom" preprinted paper stock or materials, Subscriber agrees to reimburse Company for any unused "custom" preprinted paper stock or materials in the event of format changes or cancellation of service.

Attachment 1-G
Claim File and Remittance File Replication Services
Historical Claim File and Remittance File Replication Services

Services Description. Company shall perform the following claim file and remittance file replication services (including, if applicable, historical claim file and historical remittance file replication services) for Subscriber (each, a "Replication Service" and, collectively, the "Replication Services"):

Claim File Replication Services. The Claim File Replication Services provide a means for Company to identify, ANSI X12 837 claims submitted on behalf of Subscriber to payer ("837 Claims") and provide a copy of the 837 Claims data to Subscriber. Company will generate daily files containing copies of the 837 Claims for that respective day. There will be multiple files generated each day as follows:

a. **File in 5010 837P Format.** The 5010 837P format file includes all professional primary claims submitted to the payer in ANSI X12 5010 837P format. The file also contains workers' compensation claims submitted to Company's workers' compensation gateway in ANSI 5010 837 format and includes claims that were dropped to paper by Company's workers' compensation gateway.

b. **File in 5010 837I Format.** The 5010 837I format file includes all institutional primary claims submitted to the payer in ANSI X12 5010 837I format.

c. **Proprietary Pipe Delimited Format.** For all other claims, including secondary claims and any primary claims that are dropped to paper and mailed to the payer, Company will provide the current claim format description and any updates to this format.

Separate file sets will be created for each Division (as defined below) and will have identification information in the file name based on the Division ID number. Each file made available to Subscriber will contain specific trading partner control numbers as defined by Company for the ISA and GS data segments. HIPAA guidelines suggest limiting an ISA segment to five thousand (5,000) claims. If there are more than five thousand (5,000) claims in a single file, Company will include an ISA for every five thousand (5,000) claims within that file. The data from claims that Company submits on behalf of Subscriber to payers for that respective day will be included in the files delivered each day. Data includes: (1) duplicate claim submissions; (2) claims rejected by the payer and resubmitted by Company; and (3) claims that have been corrected following a response/confirmation from the payer and resubmitted by Subscriber.

Remittance File Replication Services. The Remittance File Replication Services provide a means for Company to identify, ANSI X12 835 remittances delivered to Subscriber ("835 Remittances") and provide a copy of the 835 Remittances data. Additionally, the Remittance File Replication Services provide a means for Company to audit and monitor, at Company, the 835 Remittances Company generated and delivered. Company will generate separate daily files by Division for 835 Remittances. There may be one or more files sent each day for each Division depending on when the payer delivers the files to Company and files for each Division will be split by payer and by check. All 835 Remittance files will be in ANSI X12 5010 835 format regardless of the format of the remittances sent to Subscriber.

Aggregated Claims. Company will aggregate claims from multiple clients and send the aggregated claims to the respective payer in a single file at different intervals throughout the day. The actual 837 Claims file has many inherent identifiers, segment and loop counts, groupings, etcetera that are used (i) to ensure HIPAA compliance and (ii) for proper processing of the file. These file specific identifiers and controls will be different for the duplicate files since the duplicate file will only contain Subscriber's claims. As such, the files that Company delivers are not an "exact" copy of the document the payer receives, however, the relevant claim data contained within the file is an accurate duplication of the same data in the document received by the payer.

Delivery to Third Party Server. In the event Subscriber elects in the Order Form for the data to be delivered to a third party server, Subscriber shall immediately inform Company and Company (i) may require a separate BAA and (ii) will require an indemnification statement for the transfer of protected health information ("PHI"). Company will only deliver files to the FTP server location and folder location listed in the Order Form, and all claim and remittance files will be delivered to this server location and folder. Subscriber acknowledges and agrees that once the server location and folder have been set up, they cannot be changed without Subscriber incurring an additional charge. The files will be maintained on Company's FTP server for a maximum fourteen (14) days or until the Subscriber deletes the file. Company will not be able to regenerate or recreate the files after they have been deleted. Each file will be uniquely named and stamped with a Company proprietary batch ID to ensure files are not overwritten in the event Subscriber cannot pick them up prior to the next day's file drop. The file naming convention is as follows and cannot be changed by Company: 837P 5010 format files; 837I 5010 format files; Drop to paper/pipe delimited claims; and 5010 835 files.

Additional Terms and Conditions.

Limited Warranties. For a period of ninety (90) days after the date of acceptance of a Replication Service (the "Warranty Period"), Company warrants that the Replication Services will conform to the specifications set forth in this Agreement. EXCEPT AS PROVIDED IN THIS SECTION COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranties provided in this Section shall not apply to any Replication Service to the extent the Replication Service: (i) has been materially modified or altered by anyone other than Company, (ii) has been subject to misuse, negligence or accident, (iii) has been operated other than in accordance with the documentation prepared and supplied by Company for the Replication Service, (iv) has been used in combination with any product or software not specified in this Agreement, or otherwise identified to Company, or (v) has been

used with an operating or hardware platform and/or any application software that is different than that set forth in this Agreement. SUBSCRIBER'S SOLE REMEDY FOR ANY BREACH OF THE WARRANTIES SPECIFIED IN THIS SECTION SHALL BE LIMITED TO TIMELY REPAIR OR REPLACEMENT OF THE ALLEGED NONCONFORMING, NONCOMPLIANT, OR OTHERWISE DEFECTIVE REPLICATION SERVICE.

Attachment 1-H
Electronic / Paper Workers Compensation Claims with Attachments Service

Service Description. Company shall receive electronic workers compensation claims and bills from Subscriber and transmit them through a third party to the appropriate insurance carriers and third party payers, thereby enabling Subscriber to submit electronic workers compensation claims transactions. If a payer is unable to receive electronic workers compensation claim transactions, such claims may be dropped to paper.

Additional Terms and Conditions.

A. Subscriber understands that the Workers Compensation Claims Service described herein is provided by Company in cooperation with an independent workers compensation service vendor ("WC Vendor"). Consequently, Subscriber hereby authorizes Company to allow WC Vendor to have access to PHI used in the RCM application solely to support Subscriber's payment, treatment and health care operations and as otherwise permitted by applicable law, including the Health Information Portability and Accountability Act of 1996. Notwithstanding the foregoing, nothing herein shall be construed to place WC Vendor or Company in a relationship of partners or joint venturers. Company represents that WC Vendor's employees are not employees, agents or legal representatives of Company and that Company's employees are not employees, agents or legal representatives of WC Vendor. Accordingly, Subscriber acknowledges Company's assertion that WC Vendor's employees have no authority or power, expressed or implied, to obligate or bind Company in any manner whatsoever or to waive or amend this Agreement or any portion of this Agreement.

B. **No Warranties.** COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, WRITTEN AND ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, AND TRADE PRACTICE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. THE SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS. Company does not warrant that the Service will meet Subscriber's requirements or that the operation of the Service will be uninterrupted or without error. If the Workers Compensation Claims with Attachments Service contains errors or is unavailable, Company shall provide correction and/or replacement, or, in its sole discretion, refund amounts paid for the Service. This is Company's sole and entire liability for the Service. Company does not state or claim to Subscriber that Company guarantees or warranties the Service in any manner that is inconsistent or beyond the warranties provided herein.

Attachment 1-I
Electronic / Paper Automobile Liability Claims with Attachments Service

Service Description. Company shall receive automobile liability claims and bills from Subscriber and transmit them through a third party to the appropriate insurance carriers and third party payers, thereby enabling Subscriber to submit automobile liability claims transactions. If a payer is unable to receive automobile liability claim transactions, such claims may be dropped to paper.

Additional Terms and Conditions.

A. Subscriber understands that the Automobile Liability Claims Service described herein is provided by Company in cooperation with an independent Automobile Liability Claims service vendor ("AL Vendor"). Consequently, Subscriber hereby authorizes Company to allow the AL Vendor to have access to PHI used in the RCM application solely to support Subscriber's payment, treatment and health care operations and as otherwise permitted

by applicable law, including the Health Information Portability and Accountability Act of 1996. Notwithstanding the foregoing, nothing herein shall be construed to place the AL Vendor or Company in a relationship of partners or joint venturers. Subscriber acknowledges that the AL Vendor's employees are not employees, agents or legal representatives of Company and that Company's employees are not employees, agents or legal representatives of the AL Vendor. The AL Vendor's employees have no authority or power, expressed or implied, to obligate or bind Company in any manner whatsoever or to waive or amend this Agreement or any portion of this Agreement.

B. **No Warranties.** COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, WRITTEN AND ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, AND TRADE PRACTICE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. THE SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS. Company does not warrant that the Service will meet Subscriber's requirements or that the operation of the Service will be uninterrupted or without error. If the Automobile Liability Claims with Attachments Service contains errors or is unavailable, Company shall provide correction and/or replacement, or, in its sole discretion, refund amounts paid for the Service. This is Company's sole and entire liability for the Service. Company does not state or claim to Subscriber that Company guarantees or warranties the Service in any manner that is inconsistent or beyond the warranties provided herein.

Attachment 1-J
DDE/FISS Service

Service Description. Company will provide Subscriber with a method of secure connectivity via a web browser to the Medicare Enterprise Data Centers for access to the Direct Data Entry/Fiscal Intermediary Shared System ("DDE/FISS") mainframe application (the "FISS System"). Company will host all connectivity, eliminating the need for providers to maintain their own modem or other hardware. Embedded within the web browser application is an emulation software which is required to access the DDE/FISS System. Subscriber will have the ability to maintain multiple users and their own credentials for the FISS System.

Additional Terms and Conditions.

A. **Use of Services.** Subscriber shall be solely responsible for ensuring the utilization of FISS meets the security and other requirements of the Centers for Medicare and Medicaid Services ("CMS"). Instructions for the navigations and operation within the FISS system must be obtained from the Medicare Administrative Contractor ("MAC") with which the user is inquiring. Subscriber acknowledges and agrees that Subscriber is solely responsible for any and all activities that occur under Subscriber's FISS account. Subscriber will promptly notify Company of any unauthorized access to Subscriber's FISS account of which it becomes aware within Company's system and shall immediately inform Company of any changes to users or user IDs.

B. **Disclaimer and Warranty.** THE DDE/FISS SERVICE IS OFFERED AND PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE DDE/FISS SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE DDE/FISS SERVICE.

Company disclaims responsibility for any errors in the DDE/FISS Service and for any consequences attributable to or related to any use, nonuse or interpretation of information contained in or not contained in the DDE/FISS Service, except that Company will confirm and, if necessary, repair, cause to be repaired or otherwise correct errors, or, in its sole discretion, refund amounts paid to Company for the DDE/FISS Service. Company does not warrant that the DDE/FISS Service will meet Subscriber's requirements or that the operation of the DDE/FISS Service will be uninterrupted or without error. If the DDE/FISS Service contains errors or is unavailable, Company shall provide correction and/or replacement, or, in its sole discretion, refund amounts paid for the DDE/FISS Service. This

is Company's sole and entire liability for the DDE/FISS Service. Company does not state or claim to Subscriber that Company guarantees or warranties the DDE/FISS Service in any manner that is inconsistent or beyond the warranties provided herein.

C. **Ownership and Proprietary Rights.** The parties acknowledge that Company owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights and shall retain title and all other ownership and proprietary rights in and to the DDE/FISS Service and information developed by Company in connection with its performance of services to Subscriber, including, without limitation, any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to the Company software and any custom modifications made by Company. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Company and Subscriber agree that the DDE/FISS Service is not "work made for hire" for Subscriber within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. No party shall take any acts inconsistent with the foregoing.

Attachment 1-K
MECS Service

Service Description. Company will provide Subscriber with an automated method of updating a Medicare Part A claim status in Company's Edit/Error Management work queue through the utilization of the Medicare Enterprise Data Centers and the FISS System. Company will return notifications for claims in a pended status ("T Status") on a daily basis. The return notifications will include detailed status and location codes. Subscriber hereby authorizes Company to create users and maintain login information on Subscriber's behalf for any Medicare Administrative Contractor ("MAC") for which the Medicare Enhanced Claim Status (MECS) Service is utilized. As part of the MECS Service, Subscriber will receive the RTP Service and the ADR Service described below.

- **Medicare Enhanced Claim Status – Return to Provider Service (the "RTP Service").** Company will provide Subscriber with an automated method of updating a Medicare Part A claim status in Company's Edit/Error Management work queue through the utilization of the Medicare Enterprise Data Centers and the DDE application in the FISS System. Company will return notifications for claims in a T Status on a daily basis. The notifications will include detailed status and location codes. Subscriber will have the option of suppressing claims in an RTP status directly in the FISS System.
- **Medicare Enhanced Claim Status – Additional Development Requests Service (the "ADR Service").** Company will provide Subscriber with an automated method of updating a Medicare Part A claim status in Company's Edit/Error Management work queue through the utilization of the Medicare Enterprise Data Centers and the DDE application in the FISS System. Company will return notifications for claims in an ADR status on a daily basis. The notifications will include the due date, mailing address, reason codes and reason narratives. Subscriber has the option of receiving a copy of the ADR letter via a secure file transfer protocol ("FTP").

Clinic Res. - RealMed Limited Waiver of SI

Final Audit Report 2022-10-28

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Agreement completed.

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