

If Client orders Services on the Order, the following additional terms and conditions shall apply:

**1. Definitions.** The following terms have the following meanings in this Agreement:

- (a) **Billing Receipts** means all receipts collected as outlined in the Order.
- (b) **Claim** means an 837 billing transaction generated from Client's EMR, including both Institutional and Professional claims.
- (c) **Event** means any assessment to have coded that has been completed by Company. This includes all assessment types (Starts of Care, Recertifications, Resumptions of Care and Discharges), or an assessment that was previously provided by Company and resent for Coding or Review due to additional available documentation added by Client after the initial Coding / Review was completed for that assessment.
- (d) **Go-Live** means the date Company begins the contracted services as presented in the Order.
- (e) **Services** means, including but not limited to, Billing, Coding, OASIS Review, Discharge OASIS, 485 Review, Review Choice Demonstration, and/or Authorization Management services, as outlined in the Order.
- (f) **In the event Client purchases Quality Actionboards, the following shall apply: Initial Term** means the period beginning on the Effective Date for Quality Actionboards and ending the number of months indicated for Initial Term on the Order. The Agreement shall automatically renew for additional twelve (12) month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless written notification from Client is received by Company at least ninety (90) days prior to the end of the Term or any applicable Renewal term.
- (g) **In the event Client purchases CAHPS, the following shall apply: Initial Term** means the period beginning on the Billing Start Date for CAHPS and ending the number of months indicated for Initial Term on the Order. The Agreement shall automatically renew for additional twelve (12) month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless written notification from Client is received by Company at least ninety (90) days prior to the end of the Term or any applicable Renewal Term.
- (h) **In the event Client purchases other Services, the following shall apply: Initial Term** means the period starting on the Effective Date and ending the number of months indicated for Initial Term on the Order. The Agreement shall automatically renew for additional twelve (12) month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless written notification from Client is received by Company at least ninety (90) days prior to the end of the Term or any applicable Renewal Term.

**2. Data Authorization.** Client represents and warrants to Company that they have appropriate documentation, which may include business associate agreement(s), in place with any applicable other party which allows Company to access, receive, or transfer data, such as HIPAA data, including Protected Health Information (PHI), as described herein, to or from Client's databases within their EMR solution and to perform the Services in this Agreement.

**3. Services.** The Services will be provided in accordance with and subject to all the terms of this Agreement:

- (a) **Review and Submission.** Company shall submit claims in the name of the Client and under the Client's supplier number on a daily basis (Monday – Friday) excluding designated holidays. Client is responsible for enrolling for electronic payments, remittances, and all other enrollment required to receive payment for services.
- (b) **Medicare Submitter ID.** Client agrees to sign a state required form authorizing Company's Medicare Submitter ID to be linked to Client for Medicare billing.
- (c) **Information Collection by Client.** Client shall collect all information necessary to submit claims to payors (excluding Patient Billing), including any necessary Certificates of Medical Necessity, diagnosis codes provided by physicians and assignment of benefits forms for services provided. All information, including any and all claims information provided by Client to Company, shall be true, accurate and in compliance with all laws. Company shall incur no responsibility or liability for delays in claim processing or otherwise as a result of late submission or non-submission of information.
- (d) **Pre-Authorization.** Client is responsible for any and all prior authorizations required. Such authorizations should be documented within the Client's EMR and populate on the claim per the payer's billing requirements.
- (e) **Claims Review.** In the event that, in Company's sole opinion, a submitted claim is non-compliant with Medicare regulations or if any documentation that is in place is inconsistent with Medicare guidelines concerning billing requirements for Home Health and Hospice services, such deficiencies shall be corrected by Client prior to claim submission. Once Company reviews the claims and has verified that all necessary information is present, Company will file the claim. Company shall incur no responsibility or liability for delays in claim processing or otherwise as a result of late submission or non-submission of claims due to non-compliant claims or information.
- (f) **Reports, Site Visits, Reviews, Audits and Appeals.** Company will provide all EMR-generated reports to Client monthly, or on an agreed basis. Upon request, Company will assist Client with reporting needed for (i) payor site visits, (ii) payor pre-

payment reviews, and (iii) payor audits and appeals at the fees set forth in the Order. The Client is ultimately responsible for meeting payer deadlines with submitted requested reporting. Client shall be responsible for obtaining all information that is not within the possession of Company necessary to process all reviews addressed in this Section and Company shall incur no responsibility or liability for the lack of any such information.

- (g) **Service Provider Representations.** Client represents and warrants that it will not contract with any other person or entity during the Term for services that are the same or similar to the Services provided by Company hereunder. Client further represents and warrants that any products or services it requests that Company review claims for have been or will have been delivered or rendered by Client. In addition, Client represents and warrants to Company that it will perform its billing functions, including the provision of any documentation to Company, in a manner that is in compliance with all applicable laws, rules and regulations. Company shall not represent or warrant in any way to any third party that any products or services were delivered or rendered by Client. Company shall incur no liability or responsibility for any claims filed in violation of this Section.
- (h) **Services including, but not limited to Billing, Coding, OASIS Review, Discharge OASIS, 485 Review, Review Choice Demonstration, and/or Authorization Management services.** Company shall assign codes from the tenth revision to the international classification of disease codes (“ICD-10 Codes”) related to the home health and hospice (“HHP”) marketplaces based on documentation provided by Client. HHP related ICD-10 Coding will be performed in accordance with the national standards and requirements of the federal Medicare program, except to the extent that the parties have agreed in writing to code differently for specific payers, as to which local Medicare standards or other payer specific standards will be applied. Company shall perform a manual review of OASIS and 485 Review assessments for accuracy and provide recommendations for opportunities to improve the quality of assessment documentation. All information, including any and all information provided by Client to Company, shall be true, accurate and in compliance with all laws. Client’s clinical staff shall be responsible for making all final decisions on whether to use any or all recommendations provided by Company and for updating their Clinical documentation. Company shall incur no responsibility or liability for delays in Coding, OASIS, 485 review, Review Choice Demonstration, etc. or otherwise as a result of late submission or non-submission of information.
- (i) Client is responsible for providing all payer payments received directly by the agency to the Company within three (3) business days of receipt. Client agrees to provide a weekly deposit log to the Company detailing payer payments deposited for the week in the Client’s bank account.
- (j) Client is responsible for providing the Company and their designees with the required access for payer portals, EMR, clearinghouses, and all other portals which are needed in order to process claim, obtain remittances, check claim status, and work the accounts receivable. The Client understands any delay in obtaining the required access for the Company may result in a financial loss and the Company is not responsible for such a loss.

**4. Obligations and Warranties of Client.** Client agrees and warrants to Company each of the following:

- (a) **Confidential Information.** Client shall not itself nor permit any other party to: (i) reverse engineer, or in any way attempt to discover or reproduce any confidential process or any part of the Service; (ii) alter, modify, or prepare derivative works based on any Company IP; (iii) use any Company IP to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the Service; (iv) demonstrate or display the Service or its operation for third parties; or (v) use the Company IP in any way other than pursuant to the terms of this Agreement.
- (b) **Client Security.** Client shall provide and maintain all security practices and software required to ensure HIPAA compliance of Client devices that hold or access Protected Health Information (“PHI”) (as defined below) including, without limitation, risk assessment, security policies, device encryption, malware protection, system updates, and any other applicable security measure required by law, industry regulation, or best practice.
- (c) **Client Data.** Client is responsible for the validity, accuracy, and completeness of all Client Data entered as part of the Services, or supplied by Client to Company for as part of the Services, including Client Data in transit to or from Company, and Client agrees that Company may refuse to process any Client Data that in Company’s opinion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Company’s applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Company shall not be responsible for any claims transactions that fail, regulatory compliance failures, or other liabilities or expenses that result in whole or in part from incorrect or invalid data. Client is responsible to create and preserve backup copies of Client Data and take such other precautions as may be required to detect and guard against possible malfunctions, loss of data, or unauthorized access to Client’s computer systems.
- (d) **Communication; Cooperation.** Client will promptly respond to all questions and requests for further information from Company. At all times, Client will have designated a representative that Company may contact for such purpose and will provide written notice to Company as needed to ensure that Company has received accurate, updated contact information for such representative. Client will timely supply all Client Data. Company shall not be responsible for any claims transactions that fail, regulatory compliance failures, or other losses or expenses that result in whole or in part from Client’s delay or failure to communicate, cooperate or provide information.
- (e) **Medicare Access.** Client acknowledges that certain functionality within the Service is dependent upon the Medicare working file data system. If the Medicare working file system is down or not accessible, Company will not be liable for system

downtime, nor is Client entitled to any refund during such down time.

- (f) **Audit.** Company, or a third party appointed by Company, shall have the right to conduct an audit of Client's records to confirm compliance with the terms of this Agreement. Any audit shall be performed during Client's normal business hours.

**6. Pricing of Services.** As presented in the Order, Client agrees that it has received and understands all pricing schedules, pricing calculations, pricing conditions and the information needed to evaluate, plan for, and budget the monthly fees. The following terms apply to the prices, billing, and payments for the Services provided under the Agreement.

- (a) **Initial and Variable Fees.** The initial prices for Company's Services are set forth on the Order. Client understands that fees will vary from month to month based on monthly base fee, number of Events, billing receipts, number of charts, number of users, Census count, or other factors. Services based on number of Events and receipts will vary from month to month and will be calculated based on work performed or collections made for the prior calendar month. Services based on the number of Unduplicated Patent Census ("UPC") or Average Daily Census ("ADC") indicated on the Order will be invoiced on prior quarters' rolling 3-month average. Client acknowledges that it has been provided an Order outlining Fees for each item of Services it has ordered and understands how the fees are calculated.
- (b) **Billing and Payment.** Billing services are based on receipts, Coding services, including but not limited to, OASIS Review 485 Review, Review Choice Demonstration, and/or Bundled All Review. The foregoing are based on Events and will be billed based on services performed in prior month. All other services, including fees based on Unduplicated Patient Census and/or Average Daily Census, will be billed monthly, in advance. At the end of each calendar month, Company will determine what charges have been incurred by Client and include such charges in the monthly billing.
- (c) **Down Payment.** If applicable, a non-refundable upfront down payment as set out in the Summary of Down Payment Due at Execution is due upon execution of the Agreement. This payment will be applied in full (credited) against the first invoice(s) issued for services.
- (d) **Annual Fees, Base Fees, and Multiple Providers.** Annual Fees, if applicable, will be billed in full at Agreement execution and annually thereafter. If the Order outlines fees based per Medicare Provider, additional fees will apply for each additional Medicare Provider in excess of one (1). Any fees based on UPC or ADC will be calculated and evaluated quarterly based upon the prior rolling 3-month average. Any fees based on receipts or events, will be calculated on work performed, or collections made for the calendar month prior to the invoice issue date.
- (e) **Fee Increases.** After the first year of the Term, Company may increase fees annually by the greater of CPI or five percent (5%) by sending Client prior written notice of the change.
- (f) **Delinquent Account.** Client hereby agrees that Company has the right to suspend its service to Client without prior notice to Client if Client's account becomes delinquent. During the term of any such service suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to the Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Company to accelerate payment of all future sums due under the Agreement and the same shall be immediately due and payable. Client agrees that it shall be liable for all costs of collection of any delinquency, including collection agency fees, reasonable attorney's fees, and court costs.
- (g) **Implementation & Training Fees.** If the Order outlines any Implementation and Training fees, such fees are non-refundable. Implementation and Training fees outlined under the Order are due upon receipt of invoice. Company shall provide initial training for designees of Client via web conferencing. The initial training costs are included in the fees outlined in the Order.

**7. Additional Terms and Conditions for Hospice Quality Actionboards.** If Client purchases Hospice Quality Actionboards, the following shall apply:

- (a) Company shall: Design, develop, and provide web access to the Quality Actionboards for Client and provide Client with system maintenance for the current release of Quality Actionboards.
- (b) Client shall:
- Use Microsoft Windows XP Operating System or higher version.
  - Use most recent version of Microsoft Internet Explorer.
  - Use most recent version of Adobe PDF Reader.
  - Upload XML files on a timely basis in order for Company to populate data into Quality Actionboards.

**8. Additional Terms & Conditions for Deyta Product Management System (DPMS).** If Client purchases DPMS on the Order, the following shall apply:

- (a) Company shall:
- Develop and implement the DPMS for Client.
  - Validate and append constituent data from a clean, validated Client download, into the DPMS system.
  - Conduct sampling and distribute surveys.
  - Collect, log, scan, and link data from returned surveys into DPMS.

- Enter applicable comments and provide notification of comments to an authorized designee of Client via the Comment ALERTS! system.
- Provide Client with system maintenance for the current release of DPMS.
- At termination, Company will delete all information per CMS rules, as defined herein, from all electronic media owned, controlled or accessed by Company for services outlined in this Agreement. Client will hold Company harmless for the content of any surveys originally mailed by Company to Client constituents that are returned to Company following the termination of this Agreement.

**(b)** Client shall:

- Provide a clean and validated download in a consistent and timely manner, as outlined by Company.
- Use Microsoft Windows XP Operating System or higher version.
- Use most recent version of Chrome or Edge browsers.
- Use most recent version of Adobe PDF Reader.

Optional Services will be contracted under a separate Order and will be invoiced at time of service.