



License and Services Agreement
Revenue Cycle Management Services Addendum

IMPORTANT - PLEASE READ CAREFULLY THE TERMS BELOW

The following are the terms and conditions pursuant to which CureMD shall provide RCM Services (*defined below*) if purchased by Licensee through an Order Form:

1. **License and Services Agreement Terms.** Unless otherwise modified in this Addendum, the terms and conditions of the License and Services Agreement (including all Exhibits and Attachments thereto) (the "Agreement") shall continue to govern the rights and obligations between the Licensee and CureMD. Any terms of the Agreement which are not in conflict with provisions of this Addendum shall act to supplement the terms of this Addendum for the provision of the services contemplated herein.
2. **Definitions.**
 - 1.1. "Billing Information" means all billing and encounter information and documentation for all patients of Licensee, including, but not limited to the name of the patient, patient demographics, insurance information (including a copy or scanned copy of insurance cards along with any required referral or authorization information), the date of service, the nature and extent of services provided, the applicable Current Procedural Terminology (CPT) or International Classification of Diseases (ICD) procedure codes and diagnosis codes (including associated modifiers, if applicable), and any supporting medical information that is necessary to obtain payment or reimbursement for services.
 - 1.2. "Encounter Fee" means the product of (i) the Encounter Rate, *multiplied by* (ii) the number of billable encounters that were posted to the Software in the previous month.
 - 1.3. "Encounter Rate" means the Encounter Rate set forth on the Order Form.
 - 1.4. "First Charge Entry Date" means the first date that Licensee performs charge entry services in the Software. In the event that the First Charge Entry Date is not agreed to by the parties prior to the Effective Date, the First Charge Entry Date shall be the date that is 60 days following the Effective Date.
 - 1.5. "Final Charge Submission Date" means the last day of the full calendar month following three calendar months after notification of termination is received. For example, if termination notice is provided on January 31, the Final Charge Submission Date is April 30.
 - 1.6. "Monthly Minimum RCM Services Fee" means the Monthly Minimum RCM Services Fee set forth on the Order Form or in the absence of such, \$1,295 per provider.
 - 1.7. "Patient Services" means the following services:
 - a. Payment posting, which means the receipt from Licensee of any patient payments related to time of service payments, payment on patient statements or payment plans, and the entry of relevant data into the Software;
 - b. Provision of standard month-end reports relating to patient balances and patient account issues;
 - c. Call center for inbound patient inquiries; and
 - d. Establishment of patient payment plans within CureMD's standard parameters, or parameters mutually agreed by the Licensee and CureMD, if applicable.

For the avoidance of doubt, Patient Services does not include outbound calling to patients; further, in connection with Patient Services, CureMD shall act in accordance with CureMD's Documentation (which may change from time to time, and is subject to applicable law), but shall not file any lawsuit for collection. CureMD will send 3 patient statements for outstanding patient balances. If the balance remains unpaid at the end of 90 days Licensee will be notified about these accounts



- 1.8. "Percentage Fee" means the product of (i) the Percentage Rate, *multiplied by* (ii) all payments processed by CureMD for the Licensee during the previous month relating to the RCM Services.
- 1.9. "Percentage Rate" means the Percentage Rate set forth on the Order Form.
- 1.10. "Revenue Cycle Management" means the following services:
 - a. Standard implementation and the establishment of electronic data interface agreements between Licensee and applicable carriers;
 - b. Claims submission, including primary & secondary billing, workers compensation and no-fault billing, which includes the submission (in either electronic or paper format) to governmental and private third party payors of charges, exclusions, denials and secondary claims within statutory periods;
 - c. Insurance accounts receivable follow up, which means appropriate correspondence with governmental and private third party payors (including follow-up, research, and resubmission of denials), customer service (e.g., payor billing inquiries) and claims appeals;
 - d. Payment posting, which means the receipt from Licensee of EOBs or other patient payment information (e.g., copayment information), receipt from private third party payors of electronic remittance advices and other 835 files, and the entry of relevant data into the Software;
 - e. Provision of the following standard day, week or month-end reports: account receivables summaries, productivity reports for procedures and providers, month-end close report (i.e., charges, payments, adjustments, and standing accounts receivable) and management summary;
 - f. Refund processing, which means posting of Licensee's refund check to the Software;
 - g. Assignment of an account manager to manage Licensee's receivables.

2. **Services.** CureMD shall provide to Licensee, in accordance with the Order Form, (1) Revenue Cycle Management Services (the "RCM Services"), (2) Patient Services (together with the RCM Services), and (3) access to and use of those Programs and Services specifically set forth on the Order Form.

CureMD will process and submit all Licensee's claims within ninety-six (96) working hours by electronic means whenever possible and by paper means otherwise. CureMD will transmit claims via reasonably secure means.

CureMD will only change modifiers within the Claim information of the Software at Licensee's express direction.

3. **Licensee Obligations and Responsibilities.**

- 3.1. Licensee is solely responsible for:
 - a. The accuracy and completeness of any and all Billing Information, and that such Billing Information is in a standardized format, whether input by Licensee into the Software, or provided to CureMD hereunder and for ensuring the medical necessity and appropriateness of the services for which information will be submitted;
 - b. Ensuring that CureMD is provided with all correct, necessary and complete records, documentation and information from which to provide RCM Services and Patient Services at all times and in a timely manner;
 - c. Cooperating with CureMD as may be necessary to permit CureMD to perform its duties hereunder;
 - d. Ensuring that CureMD processes, workflows and Documentation regarding the Programs and Services are followed;
 - e. Maintaining, and providing CureMD with, all original source documents, including, but not limited to referral forms and authorizations, to enable it to verify and document the claims submitted to third party payors (whether such claims are submitted in paper or electronic form);
 - f. Credentialing with governmental or third party payors (unless such services are purchased from CureMD);
 - g. Patient scheduling (unless such services are purchased from CureMD);
 - h. Procuring and maintaining necessary provider numbers (e.g. NPI) and licenses to allow CureMD to provide RCM Services and Patient Services;
 - i. Specialty forms required by payors for third-party liability claims;
 - j. Providing CureMD with fee schedules by CPT code and modifiers, maintaining fee schedules, and informing CureMD of any changes to such fee schedules; and
 - k. Addressing all credit balances and refund patient or payors when necessary.



- 3.2. The Licensee shall select and engage collection service and collection agents.
- 3.3. Licensee shall only submit (and shall only cause CureMD to submit) claims for reimbursement that are true, correct and in accordance with applicable law and health plan coverage requirements. Licensee acknowledges and agrees that CureMD does not assign diagnosis and procedure codes to items and services provided by Licensee. Licensee agrees to promptly correct and resubmit any Billing Information and claims which CureMD returns due to a compliance related error.
- 3.4. From and after the First Charge Entry Date, Licensee shall provide to CureMD (i) such Billing Information as may be requested by CureMD in order to perform the RCM Services and Patient Services hereunder, in a timely manner, and (ii) with such information and Licensee signatures as may be necessary in order for CureMD (a) to assist Licensee in properly completing any licensee / payor dependent tasks, including ERA enrollment, EFT enrollment, payer website log-in or access, and electronic data interchange agreements, and (b) to be able to obtain from governmental payors or private third party payors information regarding claims submitted to such payors (including carrier website access). Licensee shall not take any action, or omit to take any action, that could reasonably be expected to interfere with, or prohibit, CureMD's performance of the RCM Services or Patient Services.
- 3.5. Licensee shall allow CureMD to directly contact contracted payors in order to determine rates and reasons for amounts of reimbursement.
- 3.6. Licensee acknowledges that CureMD will rely on the Billing Information in providing RCM Services and that the timing and amount of payment received by the RCM Services are affected by the completeness, timeliness and accuracy of the Billing Information and other variables, some of which are beyond the control of CureMD.
- 3.7. Notwithstanding the terms of this Addendum, Licensee shall be responsible for and retain the authority to direct the medical and ethical aspects of Licensee's medical practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such persons practice.
- 3.8. Licensee is responsible for reimbursement for any claims prior to First Charge Entry Date.
- 3.9. Licensee shall assist CureMD in resolving billing denials.
4. **Licensee Representation and Warranties.** Licensee represents that it has the legal right to deliver the health care information and Billing Information it provides to CureMD and that it has obtained any necessary consent or authorization to do so. If CureMD receives any unauthorized disclosure of otherwise protected health information, Licensee agrees to immediately inform CureMD and to indemnify CureMD for any losses, damages or penalties that result from such delivery.
5. **Use or Disclosure of Confidential or Protected Health Information.** Licensee agrees to allow CureMD to use or disclose confidential or protected health information in the provision of RCM Services or Patient Services, as applicable; provided, however, that CureMD may disclose Protected Health Information included within the Confidential Information in accordance with the Business Associate Addendum. Licensee consents to transmission of its health care information via physical or electronic means and agrees that these methods of transmission are reasonably safe and secure.
6. **Payments from Third Party Insurance Payors and Patients.** All reimbursements from all governmental payors (including Medicare and Medicaid), private third party payors, and patient payments shall be received directly by Licensee. Licensee shall promptly send all insurance correspondence and EOBs (or complete copies of these documents) to CureMD within ten (10) days of receipt. Licensee agrees to follow any control procedures implemented by CureMD that are designed to ensure the proper transmission and receipt of such information. Licensee agrees to provide CureMD with audit control figures containing all patient visits and payments collected so that CureMD may balance charges and payments posted by CureMD back to Licensee totals. In the event that Licensee utilizes a lockbox to receive insurance payments or patient payments, Licensee shall give CureMD proper access to such lockbox to enable CureMD to retrieve documents and images sent to such lockbox.



7. **Fees.**

- 7.1. Licensee shall pay CureMD an amount equal to the greater of (i) the Monthly Minimum RCM Services Fee, or (ii) the Percentage Fee.
- 7.2. In the event that a Licensee is unable to agree to the fee calculation formula in Section 7.1 above by reason of any law, rule or regulation, the parties may agree to an encounter / visit based fee. For such encounter / visit based fee, Licensee shall pay CureMD an amount equal to the greater of (x) the Monthly Minimum RCM Services Fee, or (y) the Encounter Fee

8. **Termination and Effect of Termination.**

- 8.1. Termination by CureMD. This Addendum may be terminated by CureMD in the event: (i) Licensee is excluded or otherwise debarred from or by the Medicare or Medicaid Programs; (ii) Licensee loses or has revoked or suspended his/her/its license to practice Licensee's profession in the state where the Licensee is licensed and practicing; (iii) Licensee files for bankruptcy or otherwise seeks protection from creditors pursuant to federal or state laws; or (iv) CureMD reasonably believes Licensee is not complying with CureMD processes, workflows and Documentation, or with federal or state laws, regulations or guidelines affecting the Licensee's practice or submission of claims to third party payers.
- 8.2. Effect of Termination. Upon termination or expiration of this Addendum, CureMD at its sole option, may continue to process those claims for which CureMD has already commenced processing and CureMD shall be paid for each such claim in accordance with payment provisions herein or the Order Form, as applicable.

9. **Disclaimer.** LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS OF EARNINGS, PROFITS OR REVENUES IF LICENSEE FAILS TO FULFILL ANY OF THE RESPONSIBILITIES MENTIONED HEREIN AND OR IF THE RECOMMENDED PROCEDURES, GUIDELINES, WORKFLOWS AND DOCUMENTATION ARE NOT STRICTLY FOLLOWED OR ADHERED TO, AND FOR ANY LIABILITY THAT MAY ARISE FROM THE METHOD OF CALCULATION OF FEES PAYABLE FOR SERVICES RENDERED BY CUREMD HEREUNDER.

10. **Indemnification.** Licensee shall indemnify, defend and hold CureMD and its owners, directors, and employees harmless from and against any claims submitted on behalf of and / or in the name of the Licensee, including those claims for which Licensee has provided CureMD false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including but not limited to, the coding of claims.

11. **General Terms.**

- 11.1. During the term of this Addendum, Licensee will not use the services of any other claims processing companies and will use CureMD to process all of Licensee's medical insurance claims with governmental or third party payors.
- 11.2. CureMD does not guarantee any minimum amount of collections from the provision of RCM Services under the Addendum.
- 11.3. Refund amounts (monies returned to any governmental payor or private third party payor, or patients) made by Licensee after the First Charge Entry Date as requested by CureMD, shall be deducted from the total payments on which the Percentage Fee, as applicable, is calculated.
- 11.4. The Percentage Fee shall only be applied to services and procedures performed on or after the First Charge Entry Date and until the Final Charge Submission Date.
- 11.5. The Percentage Fee shall be based on all amounts processed by CureMD for the Licensee from governmental payors or private third party payors (including all payments and co-payments collected at Licensee's location, and any amount processed by CureMD for Licensee related to patient accounts under capitated contracts).