1. **CLIENT OBLIGATIONS.** In the case that the Providers are the Client or the Client's employees, Client will be responsible for all Provider Responsibilities stated below.

1.1 **Responsibility Matrix**. Client will perform its duties in accordance with the Responsibility Matrix as set forth in Exhibit B- Scope of Work, attached to the applicable Order Form.

1.2 **Appointment as a Professional Care Services Partner**. Client hereby appoints Company to provide Care Management Support Services to eligible Client Patients under Supervision of the Client. Client will take such actions as Company requests to document and complete this appointment. Each Party will perform its respective obligations as provided herein and in accordance with the Responsibility Matrix for Care Management Support Services as set forth on Exhibit B -Scope of Work, attached to the applicable Order Form.

1.3 **Exclusivity.** During the Term of this Agreement, Client shall not (i) use any other provider of CCM, RPM or PCM or BHI services similar to the Services during the term of this Agreement, or (ii) replace or reduce the Services in favor of an in-house solution.

1.4 **Access to Client's NextGen database.** Client agrees to provide Company access to Client's Electronic Health Record system ("EHR") as necessary for Company to provide the Care Management Support Services. "Access" shall be defined as the ability for Company to view the EHR records for each Patient designated by Client as enrolling in Care Management Support Services and receiving such services from Company hereunder. Client may, in its sole and absolute discretion, limit or terminate Access in the event of Company's improper use or disclosure of information acquired via its Access; or Client's reasonable belief that such Access has compromised, or is likely to compromise, the privacy, security, or integrity of the EHR. All medical records, charts, and other records pertaining to Client and/or Client's Patients shall at all times be the sole and exclusive property of Client. Upon termination or expiration of this Schedule or the Master Agreement for any reason, and upon Client request, Company shall return any books, records, report, information, or Patient information in Company's custody and Company's Access to the EHR shall be terminated. At no time during the Service Term shall Client remove Companies' EHR access, except in a written document mutually agreed upon and singed by both Parties. For the purposes of this agreement, any attempt to limit or remove Companies' EHR access during the Service Term will be considered Breach of Contract.

1.5 **Coding Activities, Patient Access, Submission of Supporting Documentation, Identification of Payors and Other Client Responsibilities**. Client will:

(A) ensure that Patient Access encounter data necessary for Company to perform Care Management Support Services including, but not limited to, patient demographics, Payor identification, patient eligibility (including primary and secondary payors), and patient authorization (when required) are accurate and complete in its system so that Company can perform the Care Management Support Services.

(B) be solely responsible for ensuring all Coding Activities are properly and correctly identifying and describing services and products rendered or supplied by Client or its Providers. Client will ensure that all medical and other health services forming the basis for Coding Activities were medically necessary, actually rendered, appropriately, accurately, and completely documented. Client will, at all times, remain solely responsible for any and all liabilities arising directly or indirectly from the Coding Activities.

(C) maintain the Client's Payor list within the practice management system and validate that such information is accurate for claim submission. Client will release associated Care Management Support Services claims to payor within 3 business days of being placed on User Hold.

(D) obtain all necessary information and timely correct error(s) or omission(s) caused or created by Client that result in either a: (1) claim to fail prior to submission to a Payor; (2) rejection by the Payor prior to adjudication or (3) denial after Payor's adjudication of the claim.

(E) be responsible for the posting of payments within 3 business days to the applicable patient encounter and reconciliation of monies. Client is responsible for the posting and reconciliation of 835 electronic remittance from Payors. Client is responsible for promptly posting all paper payments received that are not associated with 835 electronic remits. This includes, but is not limited to, paper checks and pre-paid credit cards.

1.6 Compliance; Consents; Notifications.

(A) Client will comply, and will cause its Providers, and Personnel to comply with all applicable Laws, contracts and the applicable Payor procedures and rules relating to the provision of medical services and the billing and collection of fees for such services. Such compliance includes applicable Laws governing the assignment of benefits, including; (1) maintaining informed consent or copies thereof in such patient's medical record and (2) providing such patient authorization to Company upon request. Client will execute such forms (and/or will cause its Providers to execute such forms if needed), including assignments and re-assignments, required to permit Company to provide the Care Management Support Services.

(B) Client warrants that Company, absent specific, case-by-case evidence to the contrary, may rely on the existence of (1) patient signatures on assignment of benefits, medical information releases and ABNs and (2) physician signatures on charts and other medical documents.

(C) In the event that Client is notified of a breach by any federal or state healthcare program, Company may immediately terminate or suspend its performance under this Schedule if Company, in its sole discretion, believes that such breach may lead to the exclusion of Client or Client's Provider's from participation in any federal or state healthcare program.

(D) Client will maintain all medical records and patient information, and the confidentiality of such records and information, in accordance with applicable Law and with generally accepted medical standards.

(E) Client acknowledges that this Schedule, as posted on Company's website from time to time, constitutes the controlling version of this Schedule. Company may update this Schedule by replacing the version posted on the website, and Client's continued use of the applicable products or services following such posting will constitute acceptance of the updated Schedule.

(F) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Company. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

1.7 Professional Fees. Client shall be solely responsible for determining all charges and fees for professional services and for services provided to Client's patient. Client shall be solely responsible for billing all applicable payors for Care Management Support Services provided to Client patients pursuant to this Statement of Work, and all revenue derived from such billing shall belong exclusively to Client and not Company.

1.8 Supervision. Client shall provide appropriately qualified and licensed billing practitioners (e.g., physicians and non-physician practitioners eligible to bill for care management services) to supervise all Care Management Support Services requiring such practitioners' supervision. Company shall have no control or direction over the delivery or provision of medical services and all such medical services shall be provided under the professional direction and supervision of Client.

2. COMPANY OBLIGATIONS.

2.1 Responsibility Matrix. Company will perform its duties in accordance with the Responsibility Matrix as set forth in Exhibit B, attached to the applicable Order Form. In the absence of mutually agreed to Care Management Support Services policy, Company will utilize the provisions of this agreement, Centers for Medicare & Medicaid Services Care Management Support Service guidelines and exercise reasonable discretion in its delivery of the Care Management Support Services. Company shall provide the Care Management Support Services, and create and maintain complete and accurate documentation thereof, in accordance with all applicable laws, regulations, Centers for Medicare & Medicaid Services and payor standards and guidance, and as otherwise directed by Client. All Care Management Support Services shall be provided under the direction and supervision of a Patient's billing practitioner (as designated by Client) in accordance with this Statement of Work.

2.2 **Personnel.** Company shall provide to Client qualified clinical staff and/or licensed professionals to perform the Care Management Support Services. Company represents and warrants that all clinical staff and licensed professionals providing Care Management Support Services hereunder possess all necessary qualifications and/or licensure to render their respective clinical/professional services.

2.3 **Subcontractors.** In the event that Company engages a subcontractor or other third party to provide or furnish any services concerning the Care Management Support Services provided herein, Company shall remain responsible for all services performed by such other persons or entities. Any subcontractors or other persons or entities who receive or have access to Patient or Client information shall only receive or access such information to the extent necessary for the performance of its respective obligations in providing the Care Management Support Services and shall be bound to the same privacy and confidentiality obligations as Company pursuant to this Addendum and the Master Agreement.

3. CARE MANAGEMENT SUPPORT SERVICE FEES AND PAYMENT.

3.1 **Care Management Support Service Fees.** Beginning on the Fulfillment Date, Company shall be entitled to receive the monthly Care Management Support Service Fee as set forth in Exhibit A, attached to the applicable Order Form. Client acknowledges that Company will charge Care Management Support Service Fee on Claims associated with the Care Management Support Services after the Fulfillment Date. The Care Management Support Service Fee represents the fair market value for the Care Management Support Services and is not intended to induce the referral of patients or other business by either Party. Any adjustment to the Care Management Support Services Fee shall be mutually agreed upon by the Parties in writing. Payment terms for the Care Management Support Service Fee shall be governed by the applicable Order Form.

3.2 **Payment.** Client will pay Company the Care Management Support Service Fee through Electronic Transfer or by other means within 15 days of Client's receipt of Company's invoice. Within five (5) business days after the Effective Date, Client will complete and submit Company's standard request form for electronic payment (or such other form as Bank requires) to Bank to authorize the electronic transfer of Care Management Support Service Fee to Company as they become due ("Electronic Transfer"). Client may modify the terms of, or terminate, the Electronic Transfer at any time for any reason, provided Client notifies Company in writing within three (3) business days prior to the termination of such Electronic Transfer. In the event Client elects not to institute an Electronic Transfer or otherwise terminates such Electronic Transfer, the percentage used to calculate the Professional Care Service Fee Service then in effect will increase by one-half of one percent (0.5%).

4. RPM Services.

4.1 **Device Lease:** Operational Vendor leases to Client for the benefit of Client's eligible Patients the Device(s) for the purposes of receiving RPM Services.

4.2 **Device Ownership:** The Device(s) are, and shall remain, the property of Operational Vendor, and Client and Client's Patients shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. The Device(s) shall remain personal property of Operational Vendor or its vendors even if installed in or attached to real property.

4.3 **Device Delivery:** Upon Operational Vendor's acceptance of Device orders from Client, submitted as per Operational Vendor's specified ordering process, Operational Vendor will ship any such Devices to Client or select beneficiary via standard ground shipping with a carrier selected by Operational Vendor. Operational Vendor will not be liable for any failure of, or delay in or loss of, the delivery of such orders.

4.4 **Device Offering Modification:** Operational Vendor, may at its sole discretion, expand, remove, or otherwise modify the type, make, or model of Device(s) supplied to Client and Client's Patients.

4.5 **Device Return Upon Termination/Expiration:** Within thirty (30) days from the expiration or termination of the Agreement, Client will return Devices, including those actively deployed to patients, to a location specified upon termination

by Operational Vendor in good repair and working order. If Client is unable to return a Device, Client may at the sole discretion of Operational Vendor be excused from returning such Device if (a) Client has used good faith commercially reasonable best efforts to return such Device and (b) Client is not otherwise in breach of this Agreement.

4.6 **Inactive Devices.** For Device(s) deployed to Patients, that for a period of three (3) calendar months (the "Inactive Period"), are no longer sufficiently being used by beneficiary/patient to claim RPM Reimbursement from Payer(s), Client shall cause Patient to return Device(s) within thirty (30) days from the end of the Inactive Period.

4.7 **Infestation.** In the event of an infestation of Device(s) by insects, parasites, or other organisms/microorganisms, the Device(s) are not to be returned to Operational Vendor by Client or Client's Patients under any circumstances. The Device(s) shall be discarded immediately in order to prevent the spread of the infestation to other units and to ensure that future beneficiaries are not put at risk by using the Device(s) that were affected by the infestation.

4.8 **Infectious Disease.** In the event a Device(s) comes in contact with an infectious disease, the Client must immediately notify Operational Vendor, and the Device(s) are not to be returned to Operational Vendor under any circumstances. The Device(s) shall be discarded immediately in order to prevent the spread of the infectious disease to other units and to ensure that future beneficiaries are not put at risk by using the Device(s) that were affected by the infectious disease.

4.9 **Device Related Disclaimers and Limitations:** IN CONSIDERATION FOR THE PROVISION OF THE DEVICE AND THE SERVICES, CLIENT ACKNOWLEDGES THAT NONE OF OPERATIONAL VENDOR'S SUPPLIERS OR SUBCONTRACTORS REPRESENT OR WARRANT THAT THE PROPER USE OF A FUNCTIONING DEVICE OR THE RPM SERVICE WILL PREVENT DEATH, BODILY OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO CLIENT'S PATIENTS OR OTHERS WHO USE THE DEVICE ACCORDING TO ITS PROPER OPERATING PARAMETERS AND INSTRUCTIONS AND CLIENT'S PATIENTS OR OTHERS WHO USE THE DEVICE DO NOT AND HAVE NOT RELIED UPON ANY EXPRESS OR IMPLIED REPRESENTATION BY OPERATIONAL VENDOR OR ANY OF OPERATIONAL VENDOR'S SUPPLIERS OR SUBCONTRACTORS TO THAT EFFECT. OPERATIONAL VENDOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF OPERATIONAL VENDOR'S RESPONSE, AND OPERATIONAL VENDOR HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF OPERATIONAL VENDOR, ANY AGENCY, OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE DEVICE BEING USED. CLIENT AND CLIENT'S PATIENTS FURTHER UNDERSTAND THAT OPERATIONAL VENDOR OR OPERATIONAL VENDOR'S SUPPLIERS OR SUBCONTRACTORS MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN EMERGENCY SIGNAL FROM THE DEVICE OR THAT THE DEVICE MAY FAIL TO FUNCTION PROPERLY. IT IS UNDERSTOOD THAT A PORTION OF THE DEVICE RELIES UPON THE AVAILABILITY OF WIRELESS INTERNET NETWORK AVAILABILITY AND/OR CELLULAR NETWORK COVERAGE TO OPERATE PROPERLY, BOTH OF WHICH ARE PROVIDED BY A THIRD PARTY THAT IS NOT CONTROLLED BY OPERATIONAL VENDOR. CLIENT AND CLIENT'S PATIENTS ACKNOWLEDGE THAT THEY SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF THEMSELVES AND OTHERS WHO MAY USE THE DEVICE. CLIENT AND CLIENT'S PATIENTS UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE AND THEY HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS, AND THE LIMITATION OF OPERATIONAL VENDOR'S LIABILITY.

5. TERM AND TERMINATION.

5.1 **Terms and Renewal**. The initial Care Management Support Service Term will start upon the Fulfillment Date for Care Management Support Services and unless otherwise stated on the applicable Order Form or Exhibit A, continue for one (1) year from the Fulfillment Date. Each Service Term will automatically renew for a successive one (1) year renewal Service Term unless either Party notifies the other in writing of its intent not to renew at least sixty (60) days before the end of the then current Service Term.

5.2 **Termination Due to Breach**. Either party may terminate Care Management Support Services in the event the other party materially breaches or defaults on such party's duties and obligations hereunder ("Breaching Party"); provided the non-breaching party provides the Breaching Party with a written notice specifying, in detail, the nature of such material breach or default and the Breaching Party fails to cure such material breach or default within thirty (30) days from its receipt of such written notice.

5.3 **Termination by Company**. Care Management Support Service Fees are based on many factors including, the size and scope of Client's practice, the volume of Medicare Patients and the scope of Care Management Support Services as outlined in this Agreement. If any of these factors materially change, Company may request, in writing, an increase in its Care Management Support Service Fees. If the Parties cannot agree to revised Professional Care Service Fees within 15 days of written notice, Company has the right to terminate this Care Management Support Services Schedule upon 60 days written notice. For the purpose of this section, "material change" shall mean changes greater than 10% for quantifiable items.

6. <u>Disclaimers and Limitations.</u>

6.1 **Limitations of Remedies and Liability**. NOTWITHSTANDING ANYTHING IN THE MASTER AGREEMENT TO THE CONTRARY AND SOLELY AS IT RELATES TO THE PROFESSIONAL CARE MANAGEMENT SERVICES PROVIDED HEREUNDER COMPANY'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL MONTHLY RECURRING FEES FOR THE COMPANYSERVICES PAID HEREUNDER DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

6.2 **Third Party Beneficiary.** Operational Partner is an intended third-party beneficiary of these Required Terms.

7. ADDITIONAL DEFINITIONS. Capitalized terms will have the meanings set forth below or as set forth in the Agreement. To the extent there is any conflict, the terms below shall prevail.

7.1 **ABN (Advanced Beneficiary Notice)** - also known as a waiver of liability, is a notice a provider should give to the patient before they receive a service if, based on Medicare coverage rules, the provider has reason to believe Medicare will not pay for the service.

7.2 **BHI (Behavioral Health Integration)** - a model of care that combines behavioral health care with other types of care, such as primary care, to improve mental, behavioral, or psychiatric health.

7.3 **Claim -** a formal request for payment from a healthcare provider to an insurance company for services rendered to a patient.

7.4 **Care Management Support Services** is a collective term encompassing the following services as defined by the Centers for Medicare and Medicaid Services: Chronic Care Management Services (CCM), Remote Patient Monitoring (RPM), Behavioral Health Integration (BHI)and Principal Care Management Services (PCM).

7.5 **CCM Services (CCM)** is defined by the Centers for Medicare and Medicaid Services as care coordination done outside of regular office visits for patients with two or more chronic conditions expected to last at least 12 months or until death of the patient.

7.6 **Informed Consent (Consent)-** A process in which patients are given important information, including possible risks and benefits, about a medical procedure or treatment, genetic testing, or a clinical trial. The patient freely and voluntarily agrees by statement or by a clear affirmative action, to the medical procedure or treatment, genetic testing, or a clinical trial.

7.7 **CPT Code(s)** - the classification of medical procedures or utilization of Current Procedural Terminology codes.

7.8 **Denied claim** - the refusal of an insurance company or health plan to cover the cost of treatment that has been provided by a health care professional.

7.9 **Effective date -** the date on which legal rights or obligations become binding between two or more parties.

7.10 **Fulfillment Date** - when Company begins Care Management Support Services and can commence applying its Care Management Support Service Fees on Claims as outlined on Exhibit 2.1.

7.11 **Insurance payments** - the financial transaction that occurs between a patient or their insurance provider and a healthcare organization for the services rendered.

7.12 **Multiple Unit Additions** - A unit refers to the length of a treatment session. For timed units (CMSS services), add together the total timed minutes on a specific date(s) to equal the number of units able to be charged.

7.13 **Operational Vendor -** the third-party service provider engaged by Company to perform certain operational, clinical support, patient engagement, remote patient monitoring, device supply, and related services in connection with the Care Management Support Services, as further described in this Schedule and applicable Exhibits. Operational Vendor may access Client systems and patient information as necessary to perform such Services.

7.14 **Patient Access -** the client function of gathering encounter data including, but not limited to, patient demographics, Payor identification, patient eligibility, patient authorization, and similar data necessary for proper billing to Payors and patients.

7.15 **Patient Responsibility -** the total amount a patient owes out of pocket.

7.16 **Payor(s) -** a third-party government or commercial insurance entity responsible for the payment of healthcare claims and to whom healthcare claims should be submitted.

7.17 **PMPM -** "Per Member Per Month," which is a metric used to calculate the average monthly cost of healthcare for each individual enrolled in a health plan.

7.18 **Principal Care Management (PCM) -** is defined by the Centers for Medicare and Medicaid Services as care coordination done outside of regular office visits for patients with a single, complex chronic condition that puts the patient at risk of hospitalization.

7.19 **Remote Patient Monitoring (RPM) -** is defined by the Centers for Medicare and Medicaid Services as the use of digital technologies to collect health data from patients in one location and electronically transmit that information securely to providers in a different location (data can include vital signs, weight, blood pressure, blood sugar, etc.)