NextGen® Office RCM Services Schedule

IMPORTANT--READ CAREFULLY: By signing any Order Form with NextGen Healthcare, Inc. that contains NextGen® Office RCM Services provided by Company, Client is agreeing that the following terms and conditions shall be deemed incorporated into the Master Agreement being entered into between the parties; and, this Schedule and each and every Order Form, Addenda, Exhibit and/or Attachment thereto are collectively intended to be a complete integration and comprise the "Master Agreement" between the parties. **IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS SCHEDULE, DO NOT TAKE DELIVERY OF, OR USE THE NEXTGEN® Office RCM SERVICES.** To the extent there is a conflict between other sections of the Master Agreement and this Schedule, then, solely as it relates to NextGen® Office RCM Services, this Schedule shall prevail.

1. JOINT OBLIGATIONS

1.1 **Medicare Access to Books and Records**. For the purpose of implementing the Social Security Act (42 U.S.C. 1395x(v)(1)(I) and any amendments), and the accompanying regulations, Company and Client will, until the expiration of four (4) years after the furnishing of RCM Services, upon written request, make available to the Secretary of the United States Department Health and Human Services or to the Comptroller General of the United States, or to their duly authorized representatives, this RCM Service Schedule and such books, documents and records that are necessary to certify the nature and extent of RCM Services and costs under this Schedule.

1.2 **Integrity of System Data.** Neither Client nor Company shall over-ride process dates for any transaction type at any time.

2. CLIENT OBLIGATIONS

2.1 **Appointment as Billing Agent**. During the RCM Service Term, Client appoints Company as its exclusive agent to perform, on its behalf, those RCM Services listed in the Responsibility Matrix. Client appoints Company as its exclusive agent for all such RCM Services and will take such actions as Company requests to document and complete this appointment. Client shall not, directly or indirectly, engage any other vendor, third party, or itself perform any RCM Services listed in the Responsibility Matrix. Each Party will perform in accordance with the Responsibility Matrix for the applicable level of RCM Service as set forth on Exhibit 2.1.

2.2 **Charge Description Master File**. Company will bill for the medical services provided by Client at the Client's then-current charge amount contained in the charge description master file. Client is solely responsible for the charge amounts contained in the charge description master file. Client will notify Company in writing of any changes to charge amounts.

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

(A) unless Client has separately engaged Company to perform its Coding Services, be solely responsible for all Coding Activities and for 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 and appropriately communicated to Company. Client will appropriately identify and document the rendering Provider. Client will determine the rendering Provider, CPT Codes, modifiers, ICD Codes, place of service, level of service and units delivered in accordance with CMS guidelines. Client will appropriately apply CPT Codes for successful transmission to the applicable clearinghouse via a claim and successful adjudication from the Payor. When requested, Client will promptly submit to Company all documentation necessary to support Client's claims for medical services and products and, specifically, to support the use of any ICD Code, CPT Code, or other code used to bill for such Client services and products. Such documentation may include

the following: (1) dated and authenticated medical records (e.g., charts, summaries, physician notes); (2) patient consents and releases; (3) an appropriate patient history and evaluation; (4) documentation of all services rendered and/or products supplied; (5) documentation of the reasons for the services and/or products; (6) documented treatment plan; (7) the reason for the patient encounter; (8) prescriptions; and (9) any other documentation that supports the charges and the provision of services and products required for Payor acceptance, processing and adjudication. **Client will, at all times, remain solely responsible for any and all liability arising directly or indirectly from the Coding Activities.**

(B) ensure that Patient Access encounter data including, but not limited to, patient demographics, Payor identification, patient eligibility, and patient authorization (when required) are accurate and complete in its practice management system so that Company can prepare claim(s) forms for submission to the proper Payor for processing.

(C) correct any inaccuracies or provide additional claim information requested by Company within 5 business days after notification to ensure accurate and timely billing, rebilling or appeal of claims.

(D) maintain the Client's Payor list within the practice management system and validate that such information is accurate for claim submission.

(E) unless the Parties have separately agreed that Company will provide Credentialing Services to Client, be responsible for Payor credentialing tasks, except as otherwise noted as Company's responsibility in Exhibit 2.1., including obtaining and maintaining all necessary Provider numbers from Medicare, Medicaid and other Payors as well as all required licenses and certifications from federal, state and local agencies.

(F) obtain all necessary information and timely correct errors and/or omission(s) caused or created by Client that result in 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

(G) be responsible for its Patient Access and Coding Activities. Should Client's Patient Access and/or Coding Activities result in denial rates greater than 8% of the total CPT volume, and Company is responsible for denial resolution or accounts receivable management according to the Responsibility Matrix, Company may add up to one percentage point (1.0%) to the percentage used to calculate the RCM Fees then in effect.

(H) be responsible for the posting of payments to the applicable patient encounter and reconciliation of monies: (i) collected at the time of service, (ii) received at a Client's facility or (iii) any other paper payment not received through a bank lockbox or scanned by Client and sent electronically to Company via pre-authorized protocol. Company is responsible for the posting and reconciliation of 835 electronic payments and related electronic funds transfers from Payors as well as the posting and reconciliation of any payments that are received through a bank or scanned by Client and sent electronically to Company via pre-authorized protocol.

2.4 Compliance; Consents; Notifications

(A) Client acknowledges that Company reserves the right to have all or part of the RCM Services be performed by one of its entities, businesses, facilities, and enterprises that are controlled by, controlling, or under common control of Company - including, without limitation, all parent corporations and their respective subsidiaries and affiliates, joint ventures, and partnerships - or to subcontract the RCM Service to its third-party services agent.

(B) 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) obtaining the signature of each patient (or the appropriate responsible party) authorizing the submission of billing claims for services provided to such patient; (2) maintaining such information or copies thereof in such patient's medical record; and (3) 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 RCM Services.

(C) 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.

(D) Client will provide Company copies of any communications from patients or Payors that relate to claims submitted pursuant to this RCM Service Schedule within 3 Business Days after Client's receipt, including explanations of benefits or other information showing payments, partial payments, deductible and coinsurance information or amounts, and all denied or rejected claims.

(E) Client hereby grants Company administrative level access to the software database(s) needed for Company to perform the RCM Services as well as to: (i) perform file maintenance and make table changes to maintain the database(s) in line with Company's best practices for RCM Services and system configuration, (ii) export data necessary for ancillary RCM technology, and (iii) provide Company system administrator rights to add/remove its users and security groups.

(F) In the event that Client is notified of or being investigated for, fraudulent or abusive conduct by any federal or state healthcare program, Client must promptly notify Company of such notification or investigation. 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.

(G) Client will maintain the Provider master file in the practice management system and will timely notify Company of any change in its Providers, including any departing or new Providers whether or not such new Provider's income will be paid by Client or paid through another agency. Client will not bill a non-credentialed Provider, including under another Provider's billing credentials.

(H) 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. Upon reasonable request, each Party will provide the other access to records pertaining to services or products provided, billed or collected under this RCM Services Schedule.

(I) If Company is responsible for denial resolution or accounts receivable management within the applicable Responsibility Matrix:

(1) Client agrees Company may adjust any third party and/or governmental insurance debit balance/s in excess of the timely filing or follow-up limit period;

(2) in the absence of a mutually agreed upon small balance write-off policy, Client agrees Company may write-off small debit balances greater than ninety days after the date of services rendered that have balances less than $10.00;

(3) in the absence of a mutually agreed upon write-off policy, multiple appeals of the same claim after the Payor has received the appropriate or available documentation contained

within the practice management system, or multiple attempts to contact the Payor electronically or by phone without successful resolution will be deemed uncollectable by Company, and Company may apply an adjustment amount to offset the accounts receivable.

(4) In the absence of a mutually agreed upon patient bad-debt write-off policy, Company will transfer patient debit balances aged greater than one-hundred twenty (120) days from the date of patient responsibility to the collection module within the practice management system. Client is responsible collecting patient receivables and bad debt or partnering with a collection vendor to resolve outstanding patient's balances.

2.5 **Connectivity**. Client will at its own expense set up and maintain internet connectivity with sufficient bandwidth and access to support Clients users of the Company's systems.

3. COMPANY OBLIGATIONS

3.1 **Implementation Services.** Company will provide the Implementation Services, as set forth in the Order Form or Exhibit: 2.1, to the Client's instance of its practice management system in accordance with Company's best practices for RCM Services.

3.2 **Preparation and Submission of Claims**. Company will generate and submit claim(s) to Payors for each patient encounter based upon Client's Patient Access activities, Coding Activities and other claim information prepared by Client and submitted to Company. By submitting a request for the preparation of a claim, Client represents and warrants that no charges for the services and/or products that are the subject of such claim has been previously submitted to the patient or any Payor except as may be related to any portion of such payment (e.g., deductible, co-payment, co-insurance) owed individually by such patient. Company will prepare and submit all Payor claims in Client's name and under Client's provider number(s). Company endeavors to submit claims to Payors within two business days after receipt of accurate and complete documentation from Client.

3.3 **Preparation of Patient Statements**. If set forth as a Company responsibility within the applicable Responsibility Matrix, Company will process patient statements associated with balances due from patients by sending patient statements via mail or electronically ("**E-Statements**") on an agreed upon schedule. Patient collections efforts by Company are limited to sending 3 statements via mail or E-Statements per account and responding to inbound patient calls.

3.4 **Collection and Administration of Accounts.**

(A) **Bank Account; Checks.**. When necessary for Services provided to Client under an applicable Order Form, Client will open and maintain a bank account ("Account") in Client's name with a bank of Client's choosing ("Bank") that will be maintained in lockbox form with imaging capability into which payments from Payors and patients will be mailed and deposited. Client will request that Bank forward and/ or make available for download copies of all correspondence, checks, payments and explanations of benefits to Company so that Company can properly post payments. Company will not process any "live" checks (i.e., uncashed checks) or payments on behalf of Client. Client will be the only signatory on the Account, but Company will be provided "read only" access to the Account at least 60 days prior to the to the Fulfillment Date of RCM Services; should Client fail to provide Company with the aforementioned "read-only" access 60 days prior to Fulfillment Date of RCM Services it will constitute a material breach of this RCM Services Schedule. Client will direct Bank to provide daily deposit detail in CSV format and ACH payment data in standard BAI format as well as monthly Account statements to Company. Within 5 days after the signature date of both Parties, Client will complete and submit to Bank Company's standard bank request form or such other form as Bank may request to facilitate the

requirements of this section. Company reserves the right to convert patient and payor payment information into electronic formats to facilitate automatic posting into the practice management system. Client acknowledges that failure to provide Company the access outlined above or if such access is revoked or limited by Client will result in Company being unable to reconcile cash or access manual payments and can cause negative downstream impact to both payer and patient accounts receivable. Under such circumstances, Company's obligations related to payment posting shall be limited to only posting 835 electronic payments it receives directly through the clearinghouse and shall have no obligations or responsibility for reconciling cash, identifying any missing electronic 835 electronic payments or posting any manual payments.

(B) **No Guaranty or Warranty of Payment or Collection**. Company will use reasonable efforts to pursue the billing of claims and collection of accounts receivable on behalf of Client in accordance with the applicable level of RCM Service acquired by Client. Company neither guarantees nor warrants that any or all fees billed on Client's behalf (including co-payments, deductibles and coinsurance) will be collected or collectible in whole or in part. Company is not responsible for payment of any claims submitted on Client's behalf under any circumstances. Unless Client and Company enter into a separate services agreement, Company will not provide any Services for any accounts receivable debit or credit balances older than 30 days from date of service prior to the Fulfillment Date other than posting payments for such accounts which are remitted after the Fulfillment Date.

(C) **Closing of Monthly Accounts**. Company and Client will endeavor to post all payments that are received by 12:00 noon Eastern Time on the next to the last business day of each month into the practice management system by the end of the day on the last business day of each month. Company and Client will endeavor to post all refunds that are received within 5 business days of the end of the month. The Client's monthly accounts will close at Midnight on the last business day of each month and any transactions not posted prior to the monthly accounts closing will be posted to the following month.

3.5 **Responsibility Matrix**. Company will perform the duties in accordance with the Responsibility Matrix associated with the applicable level of RCM Service as set forth on Exhibit 2.1. In the absence of mutually agreed to billing and collection and operating policies, Company will utilize the provisions of this agreement and exercise reasonable discretion in its delivery of the RCM Services.

3.6 **Claims Compliance**. Company may in its reasonable discretion choose not to submit claims that it believes do not meet the applicable requirements including appropriate documentation and/or regulatory or published Payor guidelines. Upon resolution to Company's satisfaction, Company will submit the claim to the appropriate Payor.

3.7 **Non-Standard Formats; Additional Fees.** Claims requiring submission under a non-standard format, including but not limited to claims requiring entry into a payor specific portal or claims which cannot be filed on CMS 1500 claim form require additional fees and are not included in the RCM Fees. Similarly, payer remittances received in a non-standard format, including but not limited to remittances that must be manually downloaded from an insurance company's website or delivered through any method other than the standard electronic remittance advice (ERA) process, are not included in the RCM Fees.

4. RCM FEES AND PAYMENT

4.1 **RCM Fees**. Client acknowledges and agrees that it will pay Company, on a monthly basis, the greater of (1) RCM Fee for the prior month of RCM Services or (2) the monthly minimum outlined in Exhibit 2.1. Client acknowledges that Company will charge RCM Fees on all Net Collections after the Fulfillment Date without regard to the dates of service provided by Client. Notwithstanding the above, RCM Fees will begin accruing no later than ninety (90) days after the Effective Date set forth in the Order Form. The Fulfillment Date may be changed upon mutual written agreement between the Parties. The RCM

Fees may be increased each calendar year during the initial Service Term or any Renewal Period by the lesser of 7% or the change in the Consumer Price Index, for all Urban Consumers (CPI-U) – US City Average, All Items. The RCM Fees represent the fair market value for the RCM Services provided and are not intended to induce the referral of patients or other business by either Party.

4.2 **Payment**. Client will pay Company the RCM Fees through Electronic Transfer or by other means within 15 days of Client's receipt of Company's invoice. Within 5 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 RCM Fees 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 5 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 RCM Fees then in effect will increase by one-half of one percent (0.5%).

5. WARRANTY DISCLAIMERS

5.1 To the maximum extent permitted by Law, Company provides the Services on an "As-Is" and "As Available" basis. Company disclaims and makes no other representations, warranties, and conditions of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, title, non-infringement, fitness for a particular purpose, accuracy, or implied by the provisions of any Laws that by their terms can be disclaimed (such as the Uniform Commercial Code or the Uniform Computer Information Transactions Act). If such provisions cannot be excluded and disclaimed, then these provisions will control to the maximum extent permitted.

6. TERM AND TERMINATION

6.1 **Terms and Renewal**. The initial RCM Service Term will start upon the Fulfillment Date and continue for 15 months unless otherwise set forth in Exhibit 2.1. Each RCM Service Term will automatically renew for a successive 1-year renewal RCM Service Terms unless either Party notifies the other in writing of its intent not to renew at least 90 days before the end of the then current RCM Service Term.

6.2 **Termination Due to Breach.** Either party may terminate RCM 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. In the event that Client is the Breaching Party and fails to cure the breach within the specified time period, Client shall be liable for the remaining value of the contract term, calculated as the Total Contract Value less any amounts previously paid by Client prior to termination, which shall become immediately due and payable.

6.3 **Termination by Either Party**. Either Party may terminate this RCM Service Schedule, immediately upon written notice to the other Party, if the other Party is debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal or state healthcare programs (collectively, "Excluded" or "Exclusion"). Accordingly, the Excluded Party will provide the other Party with prompt written notice if it (a) receives notice or action with respect to its Exclusion during the Term of the Master Agreement; or (b) becomes Excluded. In the event Client is the Excluded Party, Client shall be responsible for the remaining value of the contract term, calculated as the Total Contract Value less any amounts previously paid by Client prior to termination.

6.4 **Termination by Company**. RCM Fees are based on many factors including, Client's existing claim volume, payer mix, reimbursements, the Average Targets set forth in Exhibit 2.1, Client's billing processes, current federal, state and local regulations applicable to the RCM Services, the size and

scope of Client's practice and the scope of RCM Services as outlined in this Agreement. If Company determines in its sole discretion that that any factors materially change, then Company may require Client to agree to additional or alternative terms or pricing. Company agrees to cooperate in good-faith with Client to mutually agree upon such additional or alternative terms or pricing; provided however, that if the Parties cannot reach mutual agreement after such good-faith discussions, Company may terminate this Agreement with sixty (60) days notice to Client. For the purpose of this section, "materially change" shall mean changes greater than 10% for quantifiable items.

6.5 **Effect of Termination**. Upon termination of the RCM Services, Client will be solely responsible for exporting all demographic data, patient data and insurance balances pertaining to its accounts. For ninety (90) days post-termination, Client will continue to pay RCM Fees on (A) all collections received after the termination date for payments applied to patient services rendered on or before the termination date and (B) for all payments applied to accounts receivable existing as of the termination date. Accounts receivable at the termination date will represent the amount due to Client from Medicare, Medicaid, individual patients and other Payors and will reflect the RCM Services through the date of termination. Client shall pay such RCM Fees within 10 days after each month following termination along with a statement reconciling total cash received versus cash applied to the accounts receivable as of the termination date. In addition to the above, upon termination of the RCM Services any and all Software and/or Services provided by Company as part of the RCM Fees shall immediately terminate unless Client elects to purchase from Company the applicable licenses and/or subscriptions for such Software and/or Services. Company will make applicable Software and/or subscriptions available to Client at Company's then current list pricing/rate.

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 control.

7.1 **"RCM Services"** means the level of medical billing and collection services as identified in the Order Form and more specifically described in the Responsibility Matrix per Exhibit 2.1 and generally in this Schedule.

7.2 **"Billable Encounters"** means a patient encounter that results in a billable event

7.3 **"Coding Activities"** means the preparation of any clinical documentation forming the basis for the utilization of any ICD Code, CPT Code, or other code.

7.4 **"CPT Code(s)"** means the classification of medical procedures or utilization of Current Procedural Terminology codes.

7.5 **"Fulfillment"** for RCM Services means when Company begins RCM Services and can commence applying its RCM Fees on Net Collections as outlined on Exhibit 2.1. Customer acknowledges that Company will charge RCM Fees on all Net Collections after the Fulfillment Date without regard to the dates services were provided by Customer. The Fulfillment Date may be changed upon mutual written agreement between the Parties.

7.6 **"ICD Code(s)"** means the International Classification of Diseases, Clinical Modification codes - Tenth Revision, or such other version used by Company.

7.7 **"Net Collections"** means the total sum of all monies collected (payment posted in the practice management system), directly or indirectly, by or through Client or Company (or by or through third parties contracted by Client or Company) for all services and/or products rendered or supplied by Client (including, without limitation all co- payments and other payments collected by Client), less amounts refunded or credited to any patient or Payor as a result of overpayments, erroneous payments or invalid checks; provided, however, that Net Collections will not be reduced: (i) on account of any garnishment or (ii) by any recoupment or overpayments related to payments that were received by the Client prior to the Fulfillment Date.

7.8 **"Patient Access"** means 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

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

7.10 **"RCM Fees"** means the fees set forth in Exhibit 2.1 attached to the Order Form.

7.11 **"Supporting Technology"** means the software and services listed in Exhibit 2.1 that are tools provided by Company during the RCM Service Term, as part of the RCM Fees, that Company and Client may use to effectuate the provision of RCM Services.

7.12 **"Total Contract Value"** for RCM Fees means, for the then-current RCM Service Term, the greater of (i) the Monthly Minimum(s) stated in Exhibit 2.1 (as then in effect based on the number of Providers) multiplied by the number of months in such RCM Service Term (prorated for any partial month); or (ii) the RCM Fee percentage in Exhibit 2.1 applied to the Average Net Collections (annual) set forth in Exhibit 2.1, prorated by the number of months in such RCM Service Term. The Parties agree this is a reasonable pre-estimate of Company's damages and not a penalty.