

Q-COMPLETE STATEMENT OF WORK

This Statement of Work is agreed to in the Purchase Schedule (hereinafter "Effective Date") and is governed by the Master Services Agreement (hereinafter "Agreement") entered into between One Team Care, LLC DBA TRIARQ-One Team Care (hereinafter "TRIARQ") and person or entity designated on the Purchase Schedule (hereinafter "Customer"), and sets forth the specific terms and conditions relating to the provision of Services referred to in this Statement of Work.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1.0 SERVICES PERFORMED

- 1.1** Customer hereby engages TRIARQ to perform revenue cycle management services as set forth herein. TRIARQ shall provide Customer with the following billing and accounts receivable services (the "Services"): Claim review and submission; Payment posting and related adjustments; Accounts receivable follow-up with payers; which all constitute end-to-end Revenue Cycle Management services. Customer and TRIARQ agree that as a benefit of the Fees paid to TRIARQ by Customer, the Customer will receive a license to use TRIARQ's QPM and QEMR Software governed by the TRIARQ Subscription License Agreement between TRIARQ and Customer. Customer agrees that in order for TRIARQ to perform the Services under this Agreement, the Customer must utilize the QPM Software to manage their patient demographic, insurance, financial, and other information. The software must be used in accordance with the instructions provided by TRIARQ.
- 1.2** The Services shall be performed accurately in accordance with generally accepted standards in the coding and billing industry and in compliance with protocols established between the Customer and TRIARQ. TRIARQ is responsible to provide personnel that have been trained to have basic knowledge of medical coding and billing, as appropriate.
- A.** All claims processed by TRIARQ will be in the name of the Customer. All third-party payer and patient follow up communications will be in the name of the Customer. In the event any remittance, payment, proceed, other correspondence related to services rendered is received directly by the Customer, copies of the checks or other correspondence received, along with a copy of the Explanation of Medical Benefits ("EOMB" or "EOB") form shall be immediately forwarded to TRIARQ.
 - B.** Upon receipt of the charges, TRIARQ shall generate and submit all claims in a timely manner in a form (either electronically or paper) acceptable to the insurance carriers or plans in which Customer currently or in the future may participate. TRIARQ will use its best efforts to submit claims for complete charges within 48-72 hours after the completed charge is provided to TRIARQ and after the initial QA time period. If after submission of a claim or bill additional documentation is necessary, TRIARQ will provide same directly to the requesting party, or will advise Customer of the need for additional documentation in an expeditious manner. Patient accounts requiring additional documentation or information shall not be deemed received by TRIARQ until all necessary documentation or information is received.
 - C.** TRIARQ shall post all payments and adjustments to patient accounts in a timely manner provided adequate third-party payer or patient account information is sufficient to identify the patient account. TRIARQ will use its best efforts to post complete and correct electronic remittance within 48-72 hours. Paper remittance, which are reviewed individually, will be posted in a timely manner. In the event insufficient information is available to accurately post the account TRIARQ

shall post the payments to an “unapplied” account that will be reviewed and provide follow up with third party payers and patients to identify unapplied funds.

- D.** TRIARQ will work on the Customers claims and charges on a daily basis. TRIARQ cannot work on charges that have not been entered completely and timely (with complete patient demographic, insurance information, and accurate coding) by the Customer if such charge exceeds the payer contract timelines.
- E.** TRIARQ has the right to withhold submission of a claim or bill for a service, when it reasonably determines that documentation contained in a patient’s medical record is not sufficient to complete its work. TRIARQ shall notify Customer in such cases and request further documentation/information. Charges received with incomplete information shall not be deemed received by TRIARQ until all necessary information is received.
- F.** Denials from the insurance payer will be documented and worked by TRIARQ and an action plan to prevent such denials in the future will be established.
- G.** TRIARQ shall work unpaid claims and follow up with payers until the point in which standard follow up processes have been exhausted (but no later than payer’s timelines to pay claims have expired). Follow up Intervals will be based upon best practices in the healthcare industry for claims follow up.
- H.** Should balances become past due and not collectible through standard accounts receivable follow up processes, TRIARQ shall follow mutually agreed-upon guidelines for write-offs and sending accounts to a third-party collections agency.
- I.** Optionally, TRIARQ will work with a third-party vendor to batch and mail Patient Statements on behalf of the Customer on a regular basis (additional fees apply and are billed by the third-party vendor). Alternatively, the Customer may elect to print and mail patient statements within their office on their own behalf. Optionally, TRIARQ may also print batches of patient follow up letters to patients with past due open balances and answer phone inquiries from patients regarding patient statements.
- J.** TRIARQ shall accept credit card payments from patients on behalf of Customer, if Customer provides TRIARQ with access to their credit card portal.
- K.** TRIARQ will provide consulting and education to the Customer for payer incentive programs, including CMS’ MACRA/MIPS program. TRIARQ will educate the Customer regarding the most up-to-date physician quality reporting standards pertinent to their specialty or subspecialty. The Customer will then be responsible for making sure these measures are documented and carried out under guidance provided by TRIARQ.
- L.** TRIARQ will report on monthly and annual goals and objectives and financial metrics, including scorecards, and assist the Customer in ad-hoc reporting for decision support, as reasonably requested by the Customer.
- M.** TRIARQ will provide personalized and customized assistance to the Customer by providing problem solving, solution coordination applicable to the Customer, and assistance with billing research for possible new services and policies that the practice is seriously considering.
- N.** TRIARQ will inform the Customer of ongoing errors and train the Customer’s staff to remedy any ongoing errors. The Customer’s staff will be responsible for carrying out the recommended processes.
- O.** There will be an initial coding audit conducted by TRIARQ upon request, and ongoing coding audits performed by TRIARQ upon request, in order to provide feedback to the Customer about their coding practices. There will also be a TRIARQ coder available to the Customer practice for any coding related questions at any time.

- P.** A TRIARQ performance manager will be assigned to the Customer and this will be a consistent person unless there are inadequacies or change in personnel. The performance manager will meet with the Customer monthly. The goal is to make sure that there are open lines of communication between TRIARQ and the Customer for a seamless functioning of the billing process.
 - Q.** TRIARQ will check a random sampling of encounters on a regular basis to assure that the recommended documentation process to capture a complete and accurate claim is being followed. The Customer will be responsible in making sure that the data is maintained in QEMR clinical record.
- 1.3** Customer agrees that, to enable TRIARQ to perform the Services:
- A.** Customer shall be responsible for scheduling their patient appointment and entering adequate and updated patient registration information, including insurance information and verifying patient's eligibility, prior to or at the time of patient check-in. Further, Customer shall enter complete visit information including provider, diagnosis and description of services in a timely manner, to the extent permitted by law, and any additional information that is deemed necessary or appropriate by TRIARQ in order for TRIARQ to perform the Services. Customer shall also respond to requests by TRIARQ for additional or corrected information in a timely manner.
 - B.** Customer represents and warrants that all patient charge information entered by the Customer is supported by the QEMR clinical record (All Clinical documentation is responsibility of the Customer). Customer shall be responsible and TRIARQ shall be held harmless for coding in the case of audit, if it is determined that information provided was not a true and accurate reflection of services rendered or if any information given by Customer to TRIARQ, and used for the generation of bills or claims, is inaccurate or incomplete. TRIARQ will not be held liable for Customer's failure to secure and retain patient signature authorizations for third party payers. Customer shall be responsible for the accuracy and appropriateness of all charges, diagnosis, procedure codes and providers.
 - C.** Customer shall also provide TRIARQ with required ID numbers and passwords in order for TRIARQ to have full access to payer websites and information made available by payers to physicians via secure web access.
 - D.** Customer shall enter charges daily via QPM or QEMR (no paper-based charges) and Customer shall be responsible for including the appropriate supported diagnosis and procedure codes.
 - E.** Customer will "Close out" each day and update the daily deposit log. Customer will log Paper checks and other payments.
 - F.** Customer will scan in insurance and other required correspondence for TRIARQ on a daily basis or otherwise acceptable intervals agreed upon between Parties.
 - G.** Customer will enter patient co-payments or other patient payments made at the time of service into the QPM Software.
- 1.4** Solely for the purposes under this Agreement, Customer hereby gives TRIARQ its authorization to obtain and to convey the information necessary to perform the Services.
- 1.5** Customer represents and warrants to TRIARQ that the information it provides is true and correct and is not a violation or subject to liability under any legal or contractual right, including, but not limited to, insurance fraud or mistake. Both parties agree to indemnify and hold harmless the other, including attorneys' fees, from any violation, claim, or proceeding hereof.

2.0 CHARGE BASIS & PAYMENT.

2.1 For the Services, Customer shall pay TRIARQ on a monthly basis as specified on the Purchase Schedule and Agreement. Customer shall be responsible for all costs of collecting overdue balances, including attorneys' fees and costs, and timely payment is a condition precedent to further performance of Services, time being of the essence.

3.0 TERM.

- 3.1** The term of this Agreement is 24 months and will automatically renew every year thereafter unless otherwise terminated upon 60 days written notice prior to the annual renewal date.
- 3.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY AND REGARDLESS OF CAUSE, the customer agrees to pay a Guaranteed Monthly Minimum Payment ("GMMP") for the twenty-four (24) month Term of the Agreement, and any subsequent renewal terms, beginning ninety (90) days from the Effective Date of the Purchase Schedule and Agreement to ninety (90) days after the effective date of termination. Customer may terminate the service at any time with sixty (60) days' notice, HOWEVER, SUCH TERMINATION SHALL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS TO MAKE ALL REMAINING GMMP'S for the remaining term and be subject to the terms of the Purchase Schedule and Agreement.
- 3.3** If the Services shall be deemed to be in contravention of federal or state law or any rule or regulation of such authority, the parties shall have the right to terminate this Agreement immediately, notwithstanding any notice and cure provision contained herein. However, TRIARQ shall receive the Fees for all work completed before such termination.