



Evident, LLC
Cloud EHR Solution

for

Clinton Regional Hospital

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Submitted by:

Jonathan Evans
Sales Advisor

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Clinton Regional Hospital Cloud EHR Solution

Thrive EHR

Software:

ADT/Patient Accounting Applications

- Registration/ADT
- Automated Registration Doc Sys
- AHA UB04 Codes
- AMA CPT Codes
- Electronic File Management
- Digital Signature Capture
- Patient Accounting
- 837 File Download

Financial Applications

- General Ledger
- Budgeting
- Fixed Assets
- Accounts Payable
- 3R Management Enterprise Suite
- Materials Management
- Electronic Purchase Orders

Health Information Services Applications

- Health Information Management
- Master Patient Index/CPI
- TruCode Encoder Interface

Clinical Applications

- Laboratory Information System
- Bi-Directional Instrument Interfaces
- Anatomic Pathology
- OR Management
- Radiology Information System
- ImageLink PACS License
- OrderWise Radiology AUC
- Cardiopulmonary
- Physical Therapy
- Pharmacy
- Formulary Wholesale Cost Update Interface
- Pharmacy Clinical Monitoring
- Clinical Lens

Patient Care Applications

- Order Entry/Results Reporting
- Multi-disciplinary Point of Care Documentation – 5 Users

Cloud Computing:

- 24 Hour Emergency Support
- Thrive UX – 60 Users
- Runtime License – 125 Users
- Stedman's Medical Dictionary
- Auto-Fax Configuration
- Print Appliance

**Conversion/Setup Services
Implementation Services
System Support**

Monthly Fee

Patient Care Applications(cont.)

- Micromedex CareNotes – Patient Education
- Medication Management
- Surescripts Medication History Reconciliation
- ChartLink/EMR Portal – 15 Users
- Computerized Physician Order Entry – 15 Users
- EPCS Institutional ID Proofing
- EPCS Provider License
- EPCS Additional Location Provider License
- Notes
- Clinical Content – I/P – 1 User
- Patient Data Console
- MyCareConer
- Infobutton
- Thrive Emergency Department Information System
- Clinical Content – ED – 2 Users

Facility Applications

- Quality Improvement
- Encore Quality Reporting Hospital & Clinician
- Executive Information
- Electronic Forms - Site Use
- Enterprise Wide Scheduling
- Thrive Provider EHR – Financial & Clinical
- Provider EHR Clin – 1 Physician
- Clinical Content – Thrive EHR
- Patient Portal
- Direct Messaging
- CommonWell & CareQuality Network Access
- Communication Center
- Patient Event Notification
- Health Records on iPhone
- Patient Connect

Information Management Applications

- Ad Hoc Reporting
- Archival Data Storage/Report Image

Interface Management Applications

- Interface Management System
- Bi-Directional Reference Lab Interface
- Bi-Directional ADM Interface
- Bi-Directional Transcription Interface
- Uni-Directional Clinic Interface
- Public Health Interface

Subscription Services:

- Micromedex Ultimedex
- Micromedex CareNotes
- Micromedex InfoButton
- HLI Software and HLI Content
- AHA Uniform Billing Codes
- AMA CPT Codes
- Surescripts Medication History Reconciliation

\$ 29,693



Clinton Regional Hospital

Managed IT Service: Cloud Computing

A. Services and Fees:

1. **Services:** The Cloud Computing Services will include:
 - Creation and maintenance of the environments listed below on equipment maintained in TruBridge's data center;
 - One (1) Healthcare Information System (HIS) Environment
 - Provision of logical access to TruBridge's data center.
 - Daily backup of the HIS environment.
 - Regular physical and electronic security reviews.
 - Near real-time replication to a secondary data center (Optional).

Regular Maintenance Window: When routine maintenance is necessary for the TruBridge data center equipment used to provide the Cloud Computing Services, the maintenance will be performed during a designated maintenance window. TruBridge will make best efforts to provide notification at least seven days prior to a scheduled maintenance window.

Performance Disclaimer: Cloud Computing Services does not include connectivity. TruBridge can provide connectivity services, however TruBridge will not be responsible for any system performance issues that may occur as a result of connectivity that is not provided by TruBridge. For cloud environments that will be accessed regularly by users as part of the standard operation of the environment, TruBridge recommends a minimum of 30Kb of available bandwidth per each concurrent user.

2. **Service Fees/Payment Schedule**

- | | | |
|----|---|----------|
| a. | Service Activation Fee – Due upon signing | Included |
| b. | Monthly Fees: | |
| | i) Cloud Computing Fee* | Included |
| | ii) Replication Fee (If requested by the hospital) | \$ 625 |
| | iii) Snapshot Fee: | \$ 125 |

Note: The above Cloud Computing Fee includes 500 gigabytes (GB) of storage space. In the event additional storage space is needed in the future, TruBridge will provide a quote.

Pricing specified in this Exhibit A will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital Cloud EHR Solution Conversion/Setup and Implementation

1. Conversion/Setup

If an application listed below is included in the proposed system configuration, Evident will be responsible for the data conversion/set up of the items listed below as applicable. Customer will be responsible for providing an electronic copy and/or printed hard copy, as applicable, of all pertinent information to be converted.

A. Financial Applications

General Ledger

- Chart of Accounts
- Account Balances (Monthly Activity)
- Balance Sheet Format
- Profit/Loss Statement Formats

Patient Accounting (A/R and Bad Debt)

- Patient Demographic and Guarantor Info
- Outstanding Primary Insurance
- Beginning Balance (as of cut-off date)

Payroll

- Employee Masters
- Year to Date Employee Balances
- Quarter to Date Employee Balances

Patient Accounting (Master Charge List)

- Item Master

Accounts Payable

- Vendor Masters

Patient Accounting (Business Office Tables)

- Department Table
- Room List
- Physician List
- Insurance Company Table
- Service Code Table
- System Operation Tables

B. Clinical Applications

Laboratory

- Normal Ranges
- Reflex Criteria
- Calculations
- Report Formats
- Quality Control Definitions

Pharmacy

- Vendor Item Conversion and Upload
- Formulary Conversion and Upload
- Order Definitions
- Calculations

Physical Therapy

- Transcription Headers
- Transcription Formats

Cardiopulmonary

- ABG Formats
- Transcription Formats
- Transcription Headers

Radiology

- Patient Preparation Information
- Transcription Headers
- Transcription Normals
- Quality Control Definitions
- Mammography Tables and Definitions
- Recall Letters and Notifications

OR Management

- Preference Cards
- Procedure List
- Instructions
- Locations
- Equipment/Instruments
- Anesthesiologist Tables/Types
- Physicians
- Reason Codes



Clinton Regional Hospital Cloud EHR Solution Conversion/Setup and Implementation

C. Patient Care Applications

Order Entry

- Order Formats
- Help Screens
- Item Conversion for Charges
- Standing/Group Orders

Point of Care

- Chart Types
- Initial Interview
- Physical Assessment
- Nursing Activities
- MedAct (Electronic Kardex)
- Configuration of Site Specific Preferences
- Report Formats

Enterprise Wide Scheduling

- Caller ID/Locations
- Fax Tables
- Instructions
- Tasks
- Conflict Codes

Physician Documentation

- Templates
- Macros
- Instructions

2. Implementation

Implementation services will include the installation of the software and hardware and education of hospital personnel in the operation of the hardware and correct use of the system.



Clinton Regional Hospital Cloud EHR Solution System Support

The quality of support provided by a vendor is one of the most important considerations in the selection of a system by a hospital. Many hospitals are in rural areas and have little, if any, data processing expertise on staff. At Evident we recognize that because of these factors, support is of a doubly critical nature to community hospitals.

SINGLE SOURCE TOTAL SYSTEM SUPPORT

This is Evident's approach in providing our customers the higher level of support that assures the long-range success of their system. One phone call puts the hospital in touch with the Evident Support Staff, the single source for any aspect of system support – be it questions or problems with hardware, software, or even operations. This means the hospital can count on software kept current with the healthcare environment, remarkable hardware uptime, and proven operational procedures to guarantee the system is used to the maximum of its capabilities, providing the maximum benefit to the hospital.

Single Source Total System Support provides the Hospital with:

- **A single point of contact, no “finger-pointing” between different support vendors**
- **Critical spare components maintained on-site**
- **Guaranteed response times**
- **Guaranteed minimum downtime**
- **Answers to software or operational questions via telephone support**
- **All future enhancements to the current standard version of the system**
- **Modifications performed on a timely basis to keep the system in accordance with changes in state or federal regulations**
- **Periodic on-site operational reviews**
- **On-line support and hardware diagnostics between Hospital’s system and our technical facility**
- **Replacement of any malfunctioning hardware component, up to and including the entire computer itself**
- **Operating system updates and support**
- **Monthly compatibility analysis on backup tapes**
- **Optional insurance services aid in managing the Hospital’s revenue cycle**



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

A. **Services and Fees:**

1. **Services:** Revenue Cycle Management Software shall include
 - Subscription to access and use the following software applications (the "Service Software"):
 - Remittance Management
 - ERA Retrieval
 - Claim Scrubbing & Submissions
 - Claim Status
 - Denial Management Software
 - Medicare Direct
 - Medicare Navigator
 - Eligibility Verification Service
 - Electronic Submission of Medical Documentation (ESMD)
 - Configuration of the Service Software.
 - Unlimited access to the Service Software.
 - Training via web-based sessions to educate personnel in the operation of the Service Software.
 - Provision of ongoing support of the Service Software to include help desk services.

2. **Service Fee/Payment Schedule:**

- a. **Installation Fees:** The Installation Fees shall be due upon the implementation of the affected module or three (3) months from execution, whichever occurs first.

<u>Module</u>	<u>Fee</u>
Remittance Management	included
ERA Retrieval	included
Claim Scrubbing & Submission	included
Medicare Direct	included
Claim Status	included
Denial/Audit Management	included
Medicare Navigator - per user	included
Eligibility Verification	included
Electronic Submission of Medical Documentation (ESMD)	included
Total Installation Fees	\$0

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

b. **Monthly Fees:** The Monthly Fees shall commence upon the implementation of the affected module or three (3) months from execution, whichever occurs first.

<u>Module</u>	<u>Fee</u>
Remittance Management	included
ERA Retrieval	included
Denial/Audit Management	included
Medicare Navigator – per user	included
Total Monthly Fees	\$0

c. **Transaction fees:** The Transaction Fees shall be billed monthly

- Electronic Claim Submission Fees:
 - 38¢ per electronic claim or \$875, whichever is greater
 - 60¢ per paper claim
- Medicare Direct Claim Submission Fee
 - 20¢ per Medicare Part A Claim
 - Supplemental to Electronic Claim Submission Fee
- Eligibility Verification:
 - 23¢ per check or \$500 per month, whichever is greater
- Claim Status Checking Service:
 - 25¢ per check or \$550 per month, whichever is greater
- Electronic Submission of Medical Documentation (ESMD):
 - 5¢ per page of submitted documentation

B. **Service Term:** **Seven (7) Years**

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- The capture of all patient demographic, insurance and encounter information.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

A. Services and Fees:

1. **Services:** Patient Liability Estimator Software shall include

- Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Patient Liability Estimator (PLE) software application (the "Service Software"):
- Unlimited access to the Service Software.
- Provision of help desk services for Service Software functionality.
- Implementation: TruBridge will provide the following support services for Customer's implementation of the Service Software:
 - Providing access to established PLE profile templates that may need to be modified by Customer based on specific billing practices.
 - Setup of two (2) pre-formatted patient estimate letters with Customer's logo to include an Insured Letter and a Self-Pay Letter.
 - Providing links to pre-recorded video training sessions focused on system functionality, modeling profiles, the workflow structure, and PLE best practices.
 - Providing a link to a standard web-based portal that can be integrated into the Customer's website.
- After the completion of the implementation period and at Customer's option, TruBridge will add new profiles/letters, update existing profiles/letters, and/or provide customized trainings (collectively "Additional Services") at an additional cost.

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

Standard Transactions and EDI Authorization: Certain services provided under this Exhibit A may require TruBridge to conduct Standard Transactions (as defined in 45 C.F.R. Part 162) on behalf of Customer. To the extent TruBridge conducts such Standard Transactions pursuant to this Exhibit A, i) Customer hereby authorizes TruBridge to conduct mutually

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

agreed upon Standard Transactions on Customer's behalf; and ii) TruBridge will comply with all applicable rules and regulations regarding Standard Transactions.

2. Service Fee/Payment Schedule:

a. **Implementation Fee:** included

The Implementation Fee shall be due upon the implementation of the Service Software or three (3) months from execution, whichever occurs first. Any Additional Services Fees will be quoted upon request and due upon completion of the Additional Services.

b. **Monthly Fee:** included

The Monthly Fees shall commence upon the implementation of the affected module or three (3) months from execution, whichever occurs first.

B. **Service Term:** Seven (7) Years

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- Designation of a PLE contact who is knowledgeable in Customer's PLE processes.
- Implementing the Service Software to include, but not limited to, the following:
 - Modeling the software based upon Customer specific CPT codes or CPT code groupings.
 - Ensuring applicable staff members view the pre-recorded training videos.
- Providing a logo in an image format to be used for patient estimate letters. Example: .jpg
- Submitting support requests for all post-implementation modeling requests.
- Integrating the web-based portal into Customer's website.
- The capture of all patient demographic, insurance and encounter information.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

A. Services and Fees:

1. **Services:** Price Transparency – Machine-Readable File software shall include
 - Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Machine-Readable File (MRF) software application (the “Service Software”).
 - Unlimited access to the Service Software.
 - Provision of training in the use of the Service Software.
 - Provision of links to pre-recorded video training sessions focused on insurance plan coverage rules and comprehensive machine-readable file generation.
 - Provision of help desk services for Service Software functionality.

File Content: The Service Software will produce a comprehensive machine-readable file that contains a listing of Customer's standard charges for all items and services

Data Elements: The Machine Readable File will include the following standard charge data elements for each reported item/service:

- Gross Charge
- Discounted Cash Price
- Payer-specific Negotiated Charge*
- De-identified Minimum Negotiated Charge*
- De-identified Maximum Negotiated Charge*

***Note:** TruBridge will use Customer's 835 transaction history from the past 12 months of electronic remittance advices to calculate and populate a database for the payer-specific data elements. It is expressly understood and agreed that this information **will not** be derived directly from payer contracts. TruBridge will use an average of both insurance company responsibility and self-pay responsibility to generate each item in the machine-readable file required by the pricing transparency mandate.

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

Service Requirement: Services under this Exhibit A require Customer maintain a subscription to TruBridge's Remittance Management Software.

2. **Service Fee/Payment Schedule:**

a. **Implementation Fee:** included

The Implementation Fee shall be due upon the implementation of the Service Software or three (3) months from execution, whichever occurs first.

b. **Monthly Fee:** included

The Monthly Fees shall commence upon the implementation of the Service Software or three (3) months from execution, whichever occurs first.

B. **Service Term:** Seven (7) Years

Should CMS provide additional guidance that results in TruBridge determining, in its discretion, that the approach to calculating price transparency data is not sufficient for any reason, TruBridge will decide whether it will (1) modify its approach to calculating the price transparency data so that it is compliant with the guidance; or (2) terminate this Exhibit A, effective immediately, should TruBridge determine that compliance is not feasible. If TruBridge terminates this Exhibit A, Customer will not be responsible for any additional fees under this Exhibit A as of the date of termination.

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- Importing Customer's charge description master (CDM) table into the TBRCM software. The CDM data file should include: CDM Item Number, Service ID (CPT/HCPCS), Service Description, Revenue Code, Modifiers, Units, Charge Amount and (at Customer Option) Discounted Cash Price.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

- In the event Customer elects to forgo populating the CDM file with the Discounted Cash Price, provision of Customer's flat self-pay discount percentage.
- Provision of a minimum of one (1) year of historical 835 electronic remittance advice (ERA) data files for all applicable payers and all applicable billing entities.
- Working with TruBridge to identify and complete master payer and trading partner assignments and setup of clearinghouse payers within the TruBridge Remittance Management software.
- Working with TruBridge to determine any applicable insurance rule assignments for the inclusion or exclusion of Medicare Advantage or Medicaid Replacement plans.
- Manage any under and overpayments by payers through a separate contract management process to ensure payment accuracy and accurate rate representation in the comprehensive machine-readable files.
- Assignment of one or more Subject Matter Experts (SME) to the Project.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

A. Services and Fees:

1. **Services:** Contract Management Software shall include
 - Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Contract Management software application (the "Service Software"):
 - Configuration and implementation of the Service Software. (Note: Implementation shall be considered complete upon TruBridge modeling all requested contract entries and completing administrative and end user training.
 - Modeling of Contract Entries.
 - TruBridge will model up to 10 initial Contract Entries.
 - A "Contract Entry" shall be defined as a unique plan type within a larger payer agreement.
 - If applicable and Customer provides the necessary data, TruBridge will model physician or professional reimbursement terms within a contract entry.
 - Analyzing and trending payer explanation of benefits (EOB) data pricing within each contract to ensure the contract is modeled to TruBridge's best interpretation of the contract terms. TruBridge will provide Customer with any common trends or items that may be identified.
 - At Customer's request, TruBridge will model additional Contract Entries in blocks of up to 5.
 - Unlimited access to the Service Software.
 - Training via web-based sessions to educate hospital personnel in the operation of the Service Software, workflow structure, and best practices.
 - Provision of ongoing support of the Service Software to include help desk services.

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

Standard Transactions and EDI Authorization: Certain services provided under this Exhibit A may require TruBridge to conduct Standard Transactions (as defined in 45 C.F.R. Part 162) on behalf of Customer. To the extent TruBridge conducts such Standard Transactions pursuant to this Exhibit A, i) Customer hereby authorizes TruBridge to conduct mutually agreed upon Standard Transactions on Customer's behalf; and ii) TruBridge will comply with all applicable rules and regulations regarding Standard Transactions.

2. **Service Fee/Payment Schedule:**

- a. **Implementation and Initial Modeling Fee:** included
The Implementation and Initial Modeling Fee shall be due upon the implementation of the affected module or three (3) months from execution, whichever occurs first. Any Additional Modeling Fees will be due upon completion of the requested modeling.
- b. **Monthly Fee:** included
The Monthly Fes shall commence upon the implementation of the affected module or three (3) months from execution, whichever occurs first.
- c. **Transaction Fees:** 15¢ per Enhanced Ambulatory Patient Groups (EAPG) claim
The Transaction Fees shall be billed monthly

B. **Service Term:** Seven (7) Years

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- Designation of a Contract Management contact who is knowledgeable in Customer's payer contracts.
- Provision of all necessary Contract Documentation necessary for contract modeling which may include, but not be limited to, the following:
 - Current Customer payer agreements and any amendments that impact reimbursements;
 - Current provider agreements (professional services reimbursement) and any amendments that may impact reimbursements;
 - Applicable weight schedules and full fee schedules;
 - Applicable plan type identifiers that can be used to rough commercial payer carve outs, Medicare Advantage and Medicaid Replacement plan types to their correct reimbursement structure. (For example, Insurance Group Number, Patient/Member ID

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Revenue Cycle Management Software

Code Prefixes, or Patient Control Number suffixes.) Such identifiers must be available on both the claim and the payer EOB.

- Submitting support requests for all post-implementation modeling requests.
- Providing TruBridge with any updates to Contract Documentation. (Note: Updated rate and full fee schedules will be provided in Microsoft Excel format.)
- Analyzing contract under and overpayments within the Service Software and reporting to TruBridge any issues that may need to be addressed.
- The capture of all patient demographic, insurance and encounter information.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.

Pricing specified in this proposal will remain valid for a period of 60 days from the date of submission.



Clinton Regional Hospital

Business Service: Medical Necessity Database Updating

A. Services and Fees:

1. **Service:** Medical Necessity Database Updating services include weekly electronic updates for changes in published Local Coverage Determinations and the Lab National Coverage Determination Policies.

Data Disclaimer: TruBridge will be providing data that is published and provided electronically by the Centers for Medicare and Medicaid Services. **TruBridge makes no guarantee as to the validity or accuracy of the data.**

2. **Service Fees/Payment Schedule:**

Medicare Medical Necessity Criteria*

- | | |
|---|----------|
| a. Service Activation Fee – Due at signing | Included |
| b. Monthly Medical Necessity Database Updating Fee | Included |

* The above fees are for the medical necessity criteria published by the Centers for Medicare and Medicaid Services for Medicare only.

Note: The above service will be provided through TruBridge, LLC, a wholly-owned subsidiary of CPSI.



Clinton Regional Hospital

Business Service: 1-Pay

A. Services and Fees:

- 1. **Service:** The 1-Pay services will include the following
 - Initial service set-up and education of hospital personnel.
 - Initial notification email blast to all patients with outstanding balances
 - Access to a secure website via Thrive EHR Patient Portal for processing patient payments
 - Secure credit and debit card transaction processing via Thrive EHR Patient Portal and Point of Sale transactions
 - Auto-posting of payments to the applicable patient account in the Thrive EHR System
 - Tracking of all payment transaction activity
 - Reporting of processing activity including denials and exceptions

Service Requirement: The 1-Pay service requires the Customer to license Thrive EHR Patient Portal and maintain the Patient Portal under a support agreement with Evident and the execution and maintenance of a separate agreement with TransFirst for transaction clearinghouse services. **Termination of support services for the Evident Patient Portal will result in the termination of the 1-Pay service.**

Note: The 1-Pay service does not include connectivity.

- 2. **Service Fees/Payment Schedule:**
 - a. **Service Activation Fee** – Due at signing Included
 - b. **Monthly Service Fee:** Included

B. Customer’s Responsibilities: Customer shall be responsible for execution of an agreement between Customer and TransFirst.

Note: The above service will be provided through TruBridge, LLC, a wholly-owned subsidiary of CPSI.



TruBridge, LLC

Service Proposal

for

Clinton Regional Hospital

June 20, 2023



* HFMA staff and volunteers determined that this product has met specific criteria developed under the HFMA Peer Review Process. HFMA does not endorse or guarantee the use of this product.



Services and Service Fees

Business Service: Complete Business Office - nTrust

A. Services and Fees:

1. **Services:** Complete Business Office services will include:
 - Initial service set-up and education of Customer personnel.
 - The billing of patient accounts, to include inpatients, sub-acute patients, outpatients, skilled nursing facility patients, emergency room patients and professional fees to include:
 - Insurance Services:
 - The billing of primary and secondary claims to third party payers.
 - Transmit claims daily.
 - Monitoring claim edits to ensure appropriate edits are in place and updated as needed.
 - Verify all transmissions are received and accepted; correct errors and re-transmit.
 - Printing and mailing any insurance bills that cannot be submitted electronically.
 - Follow up on unpaid insurance claims.
 - Early Out Services:
 - The production and sending of patient correspondence for patient pay portions based upon mutually agreed upon collection timeline and criteria.
 - Two collection attempts on mutually agreed upon patient pay portions. Collection attempts may be made via telephone call, short message service (SMS), and/or other telephone-based electronic communication. TruBridge will make every reasonable effort to make contact with an authoritative party.
 - Provision of Spanish-speaking representatives.
 - Provision of a Customer private labeled patient payment portal via the TruBridge patient portal to allow the viewing of patient statements, enrolling in paperless billing, submit payments and setup recurring payments.
 - Producing guarantor-based statements to be sent by regular or electronic mail based upon TruBridge's account segmentation.
 - Negotiating, monitoring and maintaining patient account payment plans.
 - Processing credit card transactions via TruBridge's merchant processor and patient portal.
 - Receivables Management Services:
 - Management of cash receipts and accounts receivable.
 - Post all write-offs and adjustments.
 - Capture and post all relevant denial information.
 - Contract Management Services:
 - Contract management table maintenance for all contracts with third party payors.
 - Contract payment audits.
 - Submission of reimbursement appeals based upon a mutually agreed upon variance between the claim reimbursement received and the system calculated expected reimbursement.
 - Follow up on all unsettled appeals.
 - Charge Description Master (CDM) Services:
 - Assist with maintenance of the CDM with appropriate descriptions, revenue codes, HCPCS or CPT-4 codes.
 - Performance of an initial scrub of the current CDM and annual scrubs thereafter.
 -



Services and Service Fees

Business Service: Complete Business Office - nTrust

- Provision and use of the following applications:
 - Claim Scrubbing and Submission
 - Remittance Management
 - Electronic Remittance Advice (ERA) Retrieval
 - Denial/Audit Management
 - Contract Management
 - Claim Status
 - Medicare Direct
 - Medicare Navigator
 - Eligibility Verification
- Provision of weekly and monthly revenue cycle management key performance indicator reports.
- Provision of Spanish-speaking representatives.
- Provision of a Customer private labeled patient payment portal via the TruBridge patient portal to allow the viewing of patient statements, enrolling in paperless billing, submit payments and setup recurring payments.
- Producing guarantor-based statements to be sent by regular or electronic mail based upon TruBridge's account segmentation.
- Negotiating, monitoring and maintaining patient account payment plans.
- Processing credit card transactions via TruBridge's merchant processor and patient portal.
- The opening and maintaining of a "lockbox" account at a bank whereby all monies received from remittances would be processed by the bank and posted to the lockbox account. Remittances would then be forwarded to TruBridge for posting.
- Reviewing service performance with Customer on a mutually agreed upon cadence.
- The establishment of a toll-free customer service line specifically for billing inquiry.
- Establishment of a communication connection.

Service Hours: Business hours for inbound and outbound calls will be weekdays from 8:00am to 8:00pm Customer local time, Monday through Friday, excluding TruBridge recognized holidays.

Out of Scope: It is expressly understood and agreed that any product or service not specifically specified in this Section A(1) is out of scope of the services to be provided by TruBridge under this Exhibit A.

Service Liaison: TruBridge will provide a TruBridge consultant to function as a service liaison between TruBridge and the Customer staff during two (2) months of the initial Service Term. The consultant shall perform services on-site three (3) weeks per month and remotely one (1) week per month.

Compliance with Law; Equal Treatment: TruBridge shall comply with all applicable federal and state laws and regulations including, but not limited to, treating all patients equally, regardless of patient financial status, in the performance of any of the above billing and/or collection services.



Services and Service Fees

Business Service: Complete Business Office - nTrust

System Conversion: It is expressly understood and agreed that the service fees provided in Section A(2) below are based upon the provision of services for Customer's current patient accounting system. It is further understood that, in the event Customer migrates to a new patient accounting system during the term of this Exhibit A, TruBridge will incur costs associated with aligning the provided services with the new patient accounting system. Such alignment of services will be provided as Additional Services and TruBridge's reasonable costs incurred in such alignment will be billed to Customer on a time and materials basis.

Service Exclusivity: It is expressly understood and agreed that, during the term of this Exhibit A, i) TruBridge will be Customer's exclusive provider of the services defined herein for the patient accounts specified herein; ii) Customer will not engage any third party to perform any of the services defined herein for the patient accounts specified herein; and iii) any such third party engagement by Customer would constitute a breach of the Agreement and Customer would be liable to TruBridge for damages.

Clean Claims: The parties acknowledge that clean claims rates impact the ability to collect as efficiently as possible. The majority of errors on claims are often attributable to inaccurate registration, coding and charge entry data by Customer. The Services have been designed to include rules and required fields to assist in mitigating the risk of inaccurate registration and charge data entry, however, errors may still occur and thus adversely impact the services contained in this Exhibit A.

Global Resources: Notwithstanding anything in the Agreement to the contrary, it is expressly understood and agreed that TruBridge may utilize the services of individuals and/or companies located outside of the United States in the performance of services under this Exhibit A ("Global Resources") and Customer hereby authorizes such use of Global Resources. TruBridge warrants that any such Global Resources shall abide by all of the applicable terms and conditions of the Agreement, this Exhibit A, TruBridge data security policies, and any and all federal and state laws, rules, and regulations applicable to the services provided under this Exhibit A.



Services and Service Fees

Business Service: Complete Business Office - nTrust

2. **Service Fee/Payment Schedule:** Proposed TruBridge rates are inclusive of Evident and TruBridge support. nTrust is a software as a service (SAAS) model which includes core EHR products, add on products, interfaces and ongoing maintenance costs. Monthly Service Fees will be calculated as a percentage of total Cash Collections based upon the following rate(s).

a. **Service Fee – Global:** Service fees will be calculated monthly as a percentage of total Cash Collections based upon the Service Rate specified below.

- i. **Service Rate:** **7.21%**
- ii. **Rate Adjustments:** The Service Fee Rate will be reviewed every Three (3) months and adjusted based upon the following schedule:

<u>Annualized Cash Collections</u>	<u>Rate</u>
\$12 Million or Less	7.21%
More than \$12 Million but less than \$18 Million	4.97%
\$18 Million and Greater	3.55%

b. **Merchant Services Fees:** It is expressly understood that the Service Fee **does not** include payment of any third party merchant services fees associated with services provided under this Exhibit A. Customer will be responsible for the execution and maintenance of applicable third party merchant services agreements and payment of any fees accruing thereunder, including, but not limited to, any credit card processing, bank and online portal fees.

- c. **Payment:**
 - i. **Electronic Payment:** Payment of Service Fees accruing under this Exhibit A shall be made monthly via either ACH/EFT or credit card transactions.

B. Additional Customer Responsibilities:

- 1. **Service Responsibilities:** Additional Customer responsibilities will include the following:
 - The scheduling, registration and verification of eligibility for all patient encounters.
 - The capture and validation of all patient demographic, insurance and encounter information.
 - Obtaining express written consent from each patient for the use of patient/guarantor provided phone numbers for the purposes of telephone calls, SMS texts, and/or other telephone-based electronic communications for billing, payment and collections. Customer will indemnify TruBridge for any and all costs and damages that may result from Customer's failure to obtain such express written consent.
 - The performance of all clinical care and associated documentation for all patient encounters.
 - The collection of co-payments and any outstanding patient balances at the time of service.
 - The entry of all patient charges and performance of medical coding.



Services and Service Fees

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- Maintenance of all business office, insurance, contract management and charge master tables.
- Providing TruBridge with appropriate system access and sign-on credentials.
- Providing virtual training, as needed and upon request, regarding Customer's collections systems, policies and/or procedures.
- Providing scheduled bulk data transfers of aged trial balance, transactions and demographic information.
- Posting all charges, over the counter payments and adjustments to patient accounts.
- Providing complete documentation to TruBridge within one (1) business day of the daily deposit.
- Responding to TruBridge's requests for additional information or documentation within seventy-two (72) hours of the request.
- Client and payer contracting.
- Customer service for walk-in inquiries/payments and local calls.
- Payment Card Industry compliance for local payments.
- The processing of patient account credit balance payments.
- Management of Bad Debt and maintenance of Medicare Bad Debt logs.
- The production and submission of all reports necessary to meet regulatory requirements.
- Performance of daily, weekly, and/or monthly bank reconciliations.
- Performance of contract payment audits.
- Providing authorization of and cooperation with the opening of the lockbox. In the event TruBridge is required to provide services under this Exhibit in the absence of a lockbox and such absence is due to Customer's action or inaction, the Service Rate shall be increased by additional one tenth of a percentage point (+.1) until such time as the lockbox is implemented.
- Customer's Chief Financial Officer or the individual assigned to those duties shall act as a liaison between TruBridge and Customer staff in the resolution of any identified issues.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.

C. **Service Term:** Seven (7) Years

- D. **Cash Collections:** For the purposes of this Exhibit A, "Cash Collections" shall be defined as follows:
1. **Included Receipts:** Cash Collections shall include all patient accounts receivable receipts which are directly related to and collected for professional medical and ancillary services rendered by or through Customer, during the term of this Exhibit A, for the portions of Customer's patient accounts receivables receiving services under this Exhibit A. Such receipts shall include, but are not limited to, the following:



Services and Service Fees

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- a. All Accounts Receivable receipts for patient accounts receivable described above;
- b. Any reimbursement or payments based on Cost Report calculations, patient charges or accounts receivable described above prorated based upon the period of time during the reimbursement/payment period in which services were provided under this Exhibit A, including but not limited to: Indigent Care Trust Fund (ICTF) receipts, Medicaid Enhancement receipts and Upper Payment Limit (UPL) receipts; and
- c. Any reimbursement or payments for charity or indigent care which are based on patient accounts receivable described above.

Any amounts refunded or credited to a patient or third party payer as a result of discounts, overpayments, erroneous payments, or bad checks shall be deducted from the calculation of Cash Collections.

- 2. **Excluded Receipts:** Cash Collections shall not include any General Ledger receipts, which are not directly related to patient accounts receivable described in Section D(1) above. Such excluded receipts shall include, but are not limited to, contributions, donations, interest income, cafeteria sales and vending sales.

E. Service Level Agreement:

1. Definitions:

"Bonus Rate" 0.1%

"Penalty Rate" 0.1%

"Cash to Net Percentage" shall be defined as the percentage of Cash Collections for a given Service Quarter to Customer's Net Revenue from the immediately preceding Service Quarter. For example, the Cash Collections from the second Service Quarter of a given year would be divided by the Net Revenue from the first Service Quarter of that same year to determine the Cash to Net Percentage for the second Service Quarter.

"Net Revenue" shall be defined as Customer's gross patient revenues generated by patient accounts serviced under this Exhibit A plus any bad debt recoveries less all contractual adjustments, bad debt expense, indigent care expense, charity care expense and all other accounts receivable discounts and write offs including, but not limited to, patient discounts, employee discounts, physician discounts and small balance adjustments.

"Service Quarter" shall be defined as each consecutive period of three (3) consecutive months in which service is provided under this Exhibit A.



Services and Service Fees

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"**Customer Metrics**" shall be defined as i) Final Billed Not Submitted Days; ii) Discharged Not Final Billed Days; iii) Charge Close Lag Days; and iv) Patient Access Denials Percentage. The Customer Metrics shall be maintained by Customer at or below the following levels below. TruBridge shall review the Customer Metrics weekly and average the weekly results over the Service Quarter to determine compliance with the defined levels.

Discharged Not Submitted Days	Less than 4 Days
Charge Close Lag Days	3 Days
Patient Access Denials Percentage	Less than 5.0%

"**Discharged Not Submitted Days**" shall mean the total AR Days for patient accounts with insurance coverage that i) have been discharged in the electronic health record; ii) have not been submitted to the payer; and iii) are pending action by Customer.

"**Charge Close Lag Days**" shall be defined the number of business days that the Closing Date of the accounts receivable within the Customer's EHR and serviced under this Exhibit A lags behind the current date.

"**Closing Date**" shall be defined as the date for which the General Ledger has been closed within the Customer's EHR.

"**Patient Access Denial Percentage**" shall mean the percentage of total primary insurance claim charges of the total charges associated with primary insurance claim denials as identified in the Denied Dollars by Category and Reason Code Report for the following categories: i) Eligibility/COB, ii) Benefit Coverage, iii) Prior Authorization, and iv) Patient Registration.

"**Service Metric Failure**" shall be defined as TruBridge being assessed the Penalty Rate in two (2) consecutive Service Quarters.

2. **Performance:**

- a. **Calculation:** Service performance will be calculated on a quarterly basis starting with services provided during the second Service Quarter. In the event Customer supplied information is necessary to complete the calculation of performance, Customer shall provide TruBridge with such information necessary within two (2) weeks of the completion of a given Service Quarter. For the avoidance of doubt, it is expressly understood that the first bonus/penalty assessed under this Exhibit A shall be calculated as a result of services provided in the second Service Quarter.



Services and Service Fees

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- b. **No Fault Events:** If an event occurs that adversely affects the payments or remittances from payers such as a payer holding payments from Customer for a period of time and is neither the fault of TruBridge nor Customer, the parties agree to meet in good faith to review the Service Metrics to ensure penalties and bonuses are equitable based upon the roles and responsibilities defined herein and that within TruBridge's direct control. Additionally, the parties agree that all regulatory impacts shall be discussed and assessed as part of the regular meetings between Customer and TruBridge, and that in any event adjustments to the SLA must be mutually agreed to by the parties in writing.
3. **Quarterly Incentives:** Within two (2) weeks of the closing of Customer's General Ledger for a Service Quarter, TruBridge will review the Service Quarter's Cash to Net Percentage to determine incentives.

 - a. **Penalty:** In the event the Service Quarter Cash to Net Percentage is less than ninety-five percent (95%), TruBridge shall incur a penalty in an amount equal to the Service Quarter's Cash Collections multiplied by the Penalty Rate. The penalty shall be applied as a credit against Customer's future Service fees under this Exhibit A. It is expressly understood and agreed that the assessment of the prescribed penalty is Customer's sole remedy in the event the Service Quarter Cash to Net Percentage is less than ninety-five percent (95%) in a given Service Quarter.
 - b. **Bonus:** In the event the Service Quarter Cash to Net Percentage is more than ninety-seven percent (97%), Customer shall pay TruBridge a bonus in an amount equal to the Service Quarter's Cash Collections multiplied by the Bonus Rate.
 - c. **Disputes:** Customer shall have thirty (30) days to provide TruBridge with written notice of its dispute of TruBridge's meeting the bonus metric for a given Service Quarter. In the absence of such written notice, it is expressly understood and agreed that Customer will be deemed to be in agreement with the calculated bonus for the given Service Quarter and have waived its right to dispute the same.
4. **Termination:**

 - a. **Service Metric Failure:** In the event of a Service Metric Failure, Customer may terminate this Exhibit A by providing TruBridge with thirty (30) days prior written notice.
 - b. **Notice:** Customer's notice of termination for a Service Metric Failure must be received by TruBridge within two (2) weeks of Customer's receipt of TruBridge's notice of a Service Metric Failure. In the absence of such written notice of termination, Customer's right to terminate for a given Service Metric Failure shall expire upon completion of the two (2) week notice period. For the avoidance of doubt, this Exhibit A may not be terminated for a Service Metric Failure until after completion of the third Service Quarter.



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- c. **Exclusive Remedy:** It is expressly understood and agreed that Customer's right to terminate as prescribed in this Section E(4) is Customer's sole remedy in the event of a Service Metric Failure.
5. **Penalty/Termination Contingency:** TruBridge's obligation to pay penalties and Customer's right to terminate services under this Section E are contingent upon Customer maintaining the Customer metrics within the defined levels during any Service Quarter in which a penalty would have accrued.
6. **Exclusive Remedy:** It is expressly understood and agreed that the remedies prescribed in this Section E are Customer's sole remedy in the event of a Service Metric Failure.



Services and Service Fees

Business Service: Complete Business Office - nTrust

A. Services and Fees:

1. **Services:** Contract Management Software shall include

- Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Contract Management software application (the "Service Software"):
- Configuration and implementation of the Service Software. (Note: Implementation shall be considered complete upon TruBridge modeling all requested contract entries and completing administrative and end user training.
- Modeling of Contract Entries.
 - TruBridge will model up to 10 initial Contract Entries.
 - A "Contract Entry" shall be defined as a unique plan type within a larger payer agreement.
 - If applicable and Customer provides the necessary data, TruBridge will model physician or professional reimbursement terms within a contract entry.
 - Analyzing and trending payer explanation of benefits (EOB) data pricing within each contract to ensure the contract is modeled to TruBridge's best interpretation of the contract terms. TruBridge will provide Customer with any common trends or items that may be identified.
 - At Customer's request, TruBridge will model additional Contract Entries in blocks of up to 5.
- Unlimited access to the Service Software.
- Training via web-based sessions to educate hospital personnel in the operation of the Service Software, workflow structure, and best practices.
- Provision of ongoing support of the Service Software to include help desk services.

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.



Services and Service Fees

Business Service: Complete Business Office - nTrust

Standard Transactions and EDI Authorization: Certain services provided under this Exhibit A may require TruBridge to conduct Standard Transactions (as defined in 45 C.F.R. Part 162) on behalf of Customer. To the extent TruBridge conducts such Standard Transactions pursuant to this Exhibit A, i) Customer hereby authorizes TruBridge to conduct mutually agreed upon Standard Transactions on Customer's behalf; and ii) TruBridge will comply with all applicable rules and regulations regarding Standard Transactions.

2. Service Fee/Payment Schedule:

- a. **Implementation and Initial Modeling Fee:** *included
- b. **Monthly Fee:** *included
- c. **Transaction Fees:** *included

B. Service Term: Seven (7) Years

C. Customer's Responsibilities: Customer's responsibilities will include the following:

- Designation of a Contract Management contact who is knowledgeable in Customer's payer contracts.
- Provision of all necessary Contract Documentation necessary for contract modeling which may include, but not be limited to, the following:
 - Current Customer payer agreements and any amendments that impact reimbursements;
 - Current provider agreements (professional services reimbursement) and any amendments that may impact reimbursements;
 - Applicable weight schedules and full fee schedules;
 - Applicable plan type identifiers that can be used to rough commercial payer carve outs, Medicare Advantage and Medicaid Replacement plan types to their correct reimbursement structure. (For example, Insurance Group Number, Patient/Member ID Code Prefixes, or Patient Control Number suffixes.) Such identifiers must be available on both the claim and the payer EOB.
- Submitting support requests for all post-implementation modeling requests.
- Providing TruBridge with any updates to Contract Documentation. (Note: Updated rate and full fee schedules will be provided in Microsoft Excel format.)
- Analyzing contract under and overpayments within the Service Software and reporting to TruBridge any issues that may need to be addressed.
- The capture of all patient demographic, insurance and encounter information.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.



Services and Service Fees

Business Service: Complete Business Office - nTrust

A. Services and Fees:

1. **Services:** Price Transparency – Machine-Readable File software shall include

- Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Machine-Readable File (MRF) software application (the “Service Software”).
- Unlimited access to the Service Software.
- Provision of links to pre-recorded video training sessions focused on importing billing items list, manually entering or importing payer specific negotiated rates, configuring payers and comprehensive machine-readable file generation.
- Provision of help desk services for Service Software functionality.

File Content: The Service Software will produce a comprehensive machine-readable file that contains a listing of Customer’s standard charges for all items and services

Data Elements: The Machine Readable File will include the following standard charge data elements for each reported item/service:

- Gross Charge
- Discounted Cash Price
- Payer-specific Negotiated Charge*
- De-identified Minimum Negotiated Charge*
- De-identified Maximum Negotiated Charge*

***Note:** The Machine Readable File software will use values entered manually or imported for each payer and plan type designated by Customer to be included in the Machine Readable File. For facilities receiving TruBridge’s Contract Management software services, there is an option to include values derived from the applicable modeled contracts. Please note that, due to the nature of the Machine Readable File being based on singular codes, certain payment methodologies that rely on bundled payment codes, such as Enhanced Ambulatory Patient Groups or Ambulatory Payment Classifications, would not be compatible with the Machine Readable File.



Services and Service Fees

Business Service: Complete Business Office - nTrust

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

Service Requirement: Services under this Exhibit A require Customer maintain a subscription to TruBridge's Remittance Management Software.

2. **Service Fee/Payment Schedule:**

- a. **Implementation Fee:** included
- b. **Monthly Fee:** included

B. **Service Term:** Seven (7) Years

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- Maintaining, to include updating as needed, a billing item list (BIL) that includes: Item Number, Service ID (CPT/HCPCS), Service Description, Revenue Code, Diagnosis Related Group (DRG), Modifiers, Units, Charge Amount, Out of Network Amount and (at Customer Option) Discounted Cash Price.
- In the event Customer elects to forgo populating the BIL file with the Discounted Cash Price, provision of Customer's flat self-pay discount percentage.
- Importing the BIL into the Machine Readable File software.
- Providing and maintaining, to include updating as needed, the Payer Specific Negotiated Rates for each payer and plan type designated to be included in the Machine Readable File. (Payer Specific Negotiated Rates should be included for each applicable line on the BIL.)
- Configuring the payers and associated plan types to be included in the Machine Readable File.
- If utilizing TruBridge Contract Management software, managing underpayments and overpayments by payers through the Contract Management software to ensure payment accuracy and accurate rate representation in the comprehensive machine-readable files.
- Assignment of one or more Subject Matter Experts (SME) to the Project.
- Reviewing the Machine Readable File produced by the software for data inaccuracies and making corrections prior to publicizing the file.



Services and Service Fees

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- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.
- D. **Future CMS Guidance:** Should CMS provide additional guidance that results in TruBridge determining, in its discretion, that the approach to calculating price transparency data is not sufficient for any reason, TruBridge will decide whether it will (1) modify its approach to calculating the price transparency data so that it is compliant with the guidance; or (2) terminate this Exhibit A, effective immediately, should TruBridge determine that compliance is not feasible. If TruBridge terminates this Exhibit A, Customer will not be responsible for any additional fees under this Exhibit A as of the date of termination.



Services and Service Fees

Business Service: Complete Business Office - nTrust

A. Services and Fees:

1. **Services:** Patient Liability Estimator Software shall include
 - Subscription to access and use the TruBridge Revenue Cycle Management (RCM) Patient Liability Estimator (PLE) software application (the "Service Software"):
 - Unlimited access to the Service Software.
 - Provision of help desk services for Service Software functionality.
 - Implementation: TruBridge will provide the following implementation services:
 - Modeling Customer specific profiles based on Customer provided information regarding the appropriate CPT code or CPT code groupings.
 - Setting up customized patient estimate letters.
 - Conducting a bi-weekly status call to keep Customer updated regarding outstanding action items and implementation progress.
 - Providing three (3) live trainings, via web-based sessions, to educate Customer personnel in the operation of the Service Software.
 - Providing a link to a Customer specific web-based portal that can be integrated into the Customer's website.
 - After the completion of the implementation period and at Customer's request, TruBridge will provide ongoing support for the addition of new profiles/letters and/or profile/letter modifications.

Subscription/Limitations: Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. TruBridge expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in TruBridge. TruBridge has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

Standard Transactions and EDI Authorization: Certain services provided under this Exhibit A may require TruBridge to conduct Standard Transactions (as defined in 45 C.F.R. Part 162) on behalf of Customer. To the extent TruBridge conducts such Standard Transactions pursuant to this Exhibit A, i) Customer hereby authorizes TruBridge to conduct mutually agreed upon Standard Transactions on Customer's behalf; and ii) TruBridge will comply with all applicable rules and regulations regarding Standard Transactions.



Services and Service Fees

Business Service: Complete Business Office - nTrust

2. **Service Fee/Payment Schedule:**

- a. **Implementation Fee:** included
- b. **Monthly Fee:** included

B. **Service Term:** Seven (7) Years

C. **Customer's Responsibilities:** Customer's responsibilities will include the following:

- Designation of a PLE contact who is knowledgeable in Customer's PLE processes.
- Providing support for TruBridge's implementation of the Service Software to include, but not limited to, the following:
 - Providing all information necessary for profile modeling
 - Attending scheduled bi-weekly status calls.
 - Ensuring applicable staff member attendance of the three web-based training sessions.
- Providing a logo in an image format to be used for patient estimate letters. Example: .jpg
- Submitting support requests for all post-implementation modeling requests.
- Integrating the web-based portal into Customer's website.
- The capture of all patient demographic, insurance and encounter information.
- With the exception of any hardware necessary at TruBridge's location, the purchase of any peripheral hardware necessary for the implementation of the services.



Services and Service Fees

Business Service: Medical Coding

A. Services and Fees:

1. **Service:** The Medical Coding services will include:

- Initial service setup and education of hospital personnel.
- The assignment and entry of diagnosis and procedure codes for all patient encounter types specified in Section A(2)(b).
- Customer option of the assignment and/or entry of professional evaluation and management level charges for all encounter types designated by the customer
- Customer option of the assignment and/or entry of facility evaluation and management level charges for all encounter types designated by the customer
- Customer option of the assignment and/or entry of injection and infusion charges for all encounter types designated by the customer
- The assignment and/or entry of anesthesia charges for all encounter types designated by the customer
- Jointly establishing relevant policies and procedures for:
 - Correct Coding Initiative Edits
 - Medical Necessity
 - Documentation Queries
- Establishing a Communication Connection.

Coder Certification: Any coder providing services to Customer under this Exhibit A shall be a certified, credentialed coder through either the American Health Information Management Association (AHIMA) or the American Academy of Professional Coders (AAPC).

Quality Assurance: Coding resources assigned to Customer will be subject to one hundred percent (100%) of their work being quality audited until the coding resource achieves an accuracy rate of ninety-five percent (95%). Customer expressly understands that such quality assurance may cause delays during a short coverage period.

Global Resources: Notwithstanding anything in the Agreement to the contrary, it is expressly understood and agreed that TruBridge may utilize the services of individuals and/or companies located outside of the United States in the performance of services under this Exhibit A ("Global Resources") and Customer hereby authorizes such use of Global Resources. TruBridge warrants that any such Global Resources shall abide by all of the applicable terms and conditions of the Agreement, this Exhibit A, TruBridge data security policies, and any and all federal and state laws, rules, and regulations applicable to the services provided under this Exhibit A.

Charge Entry/Reconciliation: If charge entry is specified above, TruBridge shall be responsible for the validation of such charges; however, it is expressly understood that service under this Exhibit A specifically excludes all other charge/order entry and reconciliations. Services under this Exhibit A also exclude the entry of modifiers to CPT codes/charges not entered by TruBridge. Customer hereby acknowledges that any such charge/order entry and reconciliations not explicitly specified in this Exhibit A are Customer's exclusive responsibility.



Services and Service Fees

Business Service: Medical Coding

Additional Services: It is mutually understood and agreed that any additional data entry, changes in process or procedure that would change the agreed upon productivity rates, and/or non-coding services that are i) requested by Customer; ii) agreed to by TruBridge; and iii) not explicitly specified in this Exhibit A will require written mutual agreement of the parties specifying the additional services to be provided and any additional service fees associated therewith.

2. **Service Fee/Payment Schedule**

- a. **Service Activation Fee:** waived
- b. **Monthly Service Fee:** The Monthly Service Fee will be calculated based upon the charts coded in a given month using the following fee schedule:

Chart Type	Global Per Chart Rate
Inpatient Charts	\$ 25.50
Inpatient Charts with Device Codes	\$ 34.00
Psychiatric Charts	\$ 12.06
Ambulance Charts	\$ 3.50
Swingbed Charts	\$ 24.20
Observation Charts	\$ 13.50
Observation Hours	\$ 32.00
Outpatient Surgery Charts	\$ 12.00
Pain Management Charts	\$ 8.70
Endoscopy	\$ 8.70
Nursing Home Charts - (SNF)	\$ 32.20
Outpatient Charts (Omitting Observation and OP Surgery)	\$ 2.50
Outpatient/Hospital Based Clinic	\$ 10.50
Home Health Charts (Diagnosis Only)	\$ 2.40
Therapy Charts	\$ 2.40
Emergency Department Charts with I/I and Fac E/M	\$ 4.80
Emergency Department Charts with Fac E&M, I&I, Professional E/M	\$ 6.00
Emergency Department (Professional E/M ONLY)	\$ 4.00
Clinic Charts	\$ 4.80
Anesthesia Charging	\$ 12.00
Pro Fee/Hospitalist charging - (Outpatient Surgery)	\$ 12.00
Pro Fee/Hospitalist charging - (Inpatient, Swingbed, Observation)	\$ 8.50

- c. **ACH/EFT Transactions:** Payment for Service Fees under this Exhibit A shall be via ACH/EFT transaction.



Services and Service Fees

Business Service: Medical Coding

B. Customer Responsibilities:

1. **Service Responsibilities:** Customer's responsibilities shall include the following:
 - Assignment of a designated Health Information Management liaison.
 - Ensuring all chart information is made available electronically through the hospital's health information system.
 - Providing direct access to Customer's electronic health record software.
 - Providing TruBridge with use of Customer's medical encoder software.
 - Establishing and providing access to a secure communication between Customer and TruBridge.
 - Following TruBridge recommended operational workflow.
 - Meeting the following minimum medical record requirements.
 - Inpatient Requirements:
 - Discharge Summary or Final Diagnosis
 - Operative Report
 - Complete History and Physical Examination ("H&P")
 - Pathology Reports
 - Outpatient Requirements
 - H&P, Operation Notes and Pathology Reports for Outpatient Surgery Procedures
 - H&P and Final Progress Note with Final Diagnosis for Observation Records
 - Orders for Outpatient Diagnostic Tests
 - Clinic Requirements
 - Completed Clinic Notes
 - Clinic Test Results
 - Ambulance Requirements
 - Completed Run Report
 - Ensuring prompt response from physicians for documentation queries.
 - Providing visible Executive Management support for the project.
 - Providing TruBridge with access to all appropriate hospital personnel, equipment and documentation as may be reasonably necessary to provide the service.

Compliance Audit Cooperation: It is expressly understood and agreed that TruBridge's compliance department may perform audits from time to time to ensure services provided under this Exhibit A are performed and consumed in compliance with the laws, rules, regulations, policies and procedures applicable to such services. TruBridge shall notify Customer's executive management of the commencement of a compliance audit and Customer agrees to fully support, and cooperate with, TruBridge in the performance of such audits. Such support shall include, but not be limited to, providing TruBridge with i) express authorization to perform service compliance audits; ii) access to, and requiring the timely cooperation of, Customer's applicable personnel; and



Services and Service Fees

Business Service: Medical Coding

iii) timely assistance in gathering information reasonably requested by TruBridge as may be needed to perform the audit.

2. **Hiring of TruBridge Employees:** If, during the term of this Exhibit A or twelve (12) months thereafter, Customer directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of TruBridge (or ex-employee within 3 months of his/her employment termination date) who, in the course of this engagement, has provided service to Customer on behalf of TruBridge, Customer agrees that TruBridge will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Customer agrees that for each such TruBridge employee hired by Customer, Customer will pay TruBridge, one hundred thousand dollars (\$100,000.00) as liquidated damages.

C. **Service Term:** Seven (7) Years

D. **Medical Coding Compliance:**

1. **Official Coding Guidelines:** TruBridge will assign codes in accordance with current applicable coding guidelines recognized by the American Hospital Association (AHA), the Centers for Medicare and Medicaid Services (CMS) the American Medical Association (AMA) and the American Health Information Management Association (AHIMA), (collectively "Official Coding Guidelines").
2. **TruBridge Coding Policies:** TruBridge, as a wholly owned subsidiary of Computer Programs and Systems, Inc. ("CPSI"), will provide services under this Exhibit A in compliance with the CPSI mandated policies and procedures regarding medical coding ("TruBridge Coding Policies"). Customer expressly understands that laws, rules, regulations, and government guidance for medical coding may change and that the TruBridge Coding Policies may be revised from time-to-time without notice to accommodate such changes. Customer further understands that use of services under this Exhibit A signifies its acceptance of the then current TruBridge Coding Policies. Upon request, TruBridge shall provide Customer with a copy of the then current TruBridge Coding Policies.
3. **Customer Coding Policies:** TruBridge will additionally utilize Customer's coding policies and procedures ("Customer Coding Policies") so long as the Customer Policies do not conflict with Official Coding Guidelines and TruBridge Coding Policies. In the absence of established pre-engagement Customer Coding Policies, TruBridge will work with Customer to develop Customer Coding Policies. The Customer Coding Policies will be mutually approved in writing prior to the commencement of services under this Exhibit A and changes may only be made by mutual written agreement. TruBridge will only use local payer policies if client provides those policies to TruBridge in writing and use of such local payer policies is specified in the Customer Coding Policies. Customer is solely responsible for sending TruBridge any updates to the local payer policies.



Services and Service Fees

Business Service: Medical Coding

4. **Priority in Policies:** In the event of a conflict between the Official Coding Guidelines, the CPSI Coding Policies and the Customer Coding Policies, such conflict will be resolved in the following order of priority: 1) the Official Coding Guidelines; 2) CPSI Coding Policies; and 3) Customer Coding Policies.
5. **Final Codes:** It is expressly understood and agreed that TruBridge will be responsible for the designation of the medical final codes of all patient encounters coded pursuant to this Exhibit A ("Final Codes"). It is further understood and agreed that Final Codes will be submitted by Customer for payment as provided by TruBridge and any concerns related to the Final Codes of any patient encounter will be referred to TruBridge auditing for review and resolution. Customer shall ensure that Final Codes **will not** be changed unless TruBridge agrees to those changes in writing.
6. **Unauthorized Changes; Termination:** An "Unauthorized Change" shall be defined as any change to Final Codes made by Customer, its employees or any third parties without the express written consent of TruBridge. It is expressly understood and agreed that any Unauthorized Change is a material breach of this Exhibit A. Notwithstanding any cure period provided under the Agreement, TruBridge has the right to terminate this Exhibit A for cause upon becoming aware of an Unauthorized Change by providing Customer with written notice of the Unauthorized Change. As an alternative, TruBridge may, in its sole discretion, work with Customer to cure the breach; however TruBridge's right to terminate shall remain available to TruBridge until such cure is completed to the satisfaction of TruBridge. In the event this Exhibit A is terminated pursuant to this Section D(7), Customer will be responsible for the payment of all the prorated fees would have been incurred through the remainder of the Service Term of this Exhibit A which shall be due and payable within thirty (30) days of the such termination.
7. **Indemnification:** TruBridge disclaims all liability for the accuracy of Final Codes that contain an Unauthorized Change. Customer shall assume the entire responsibility and liability for, and shall indemnify and save harmless TruBridge and its employees from and against, any and all loss or injury that any of them may sustain as a result of any such Unauthorized Changes, except to the extent that such loss or injury results from the willful misconduct or gross negligence of TruBridge or any of its employees. Customer agrees to assume the defense of any such claims at law or in equity that may be brought against TruBridge or any of its employees and to pay the amount of any judgment that may be entered against TruBridge or any of its employees or the amount of any reasonable settlement of any such claims.