

Clinton Regional Hospital

100 North 30th
Muskogee, OK 74401

Agreement to help Clinton Regional Hospital improve your bottom line, staff efficiency, and patient and referring physician experience by leveraging FrontRunnerHC data automation solutions.

Submitted by FrontRunnerHC on 8/23/2024

The pricing and terms offered in this contract are valid for 30 days. If not accepted before the 30-day period expires, this proposal shall be subject to revision.

Executive Summary

FrontRunnerHC is excited about the opportunity to partner with Clinton Regional Hospital to help you maximize reimbursements while enhancing the experience for your patients and referring physicians. FrontRunnerHC provides instantaneous access to patient demographic, insurance, and financial information. FrontRunnerHC finds, verifies, and fixes patient information in real-time and at any point during the care journey, leveraging our access to the most payers in the industry. Defining the patient experience as the clinical journey + the financial journey™, our data automation platform helps labs and healthcare organizations address the challenges that jeopardize both their ability to get paid and their patients' experience. The solutions proposed for Clinton Regional Hospital are specified below.

Objective

To provide data automation solution(s) that will help enable Clinton Regional Hospital to maximize reimbursements, streamline workflows, increase staff efficiencies, and improve patient and referring physician satisfaction with support from the FrontRunnerHC team of experts.

Solution Specification Summary

Clinton Regional Hospital wishes to contract for FrontRunnerHC solutions. We have included fees and expenses for the FrontRunnerHC solutions that were discussed. We have also included details for other FrontRunnerHC solutions in the event you wish to consider additional solutions at a later date.

Solutions	Monthly Fee	Per Unit Price	Monthly Volume	Note
PatientRemedi: Insurance Discovery		\$1.25 \$1.10 \$0.99 \$0.95	1 – 5,000 5,001 – 10,000 10,001 – 20,000 20,000+	Per Transaction
PatientRemedi: Eligibility Verification		\$0.15 \$0.12 \$0.10 \$0.08	1 – 8,000 8,001 – 15,000 15,001 – 20,000 20,000+	Per Transaction Includes: <ul style="list-style-type: none"> Eligibility Advanced eligibility
PatientRemedi: Demographic Verification		\$0.28 Standalone		Per Transaction Includes: <ul style="list-style-type: none"> Address, Name, DOB, Gender, SSN, Risk Category
PatientRemedi: Financial Disposition		\$0.72 Standalone		Per Transaction Includes: <ul style="list-style-type: none"> Collection Optimization Propensity to Pay
Monthly Minimum	\$1,200			Applies to all combined services
Implementation		\$950		One Time Fee Includes: <ul style="list-style-type: none"> Interface Configuration

				<ul style="list-style-type: none"> • Portal Setup • Training
Support Fee	\$199/me		Waived	Monthly Fee Included: <ul style="list-style-type: none"> • Interfaces • Portal

Additional notes

Client to provide technical resources to connect the interface from FrontRunnerHC to client’s LIS or billing system as needed.

The initial term of service is 24 months starting at first productive use (“Go Live”) or 30 days from contract signature (whichever comes first).

The client shall have the right to terminate this agreement at any time before the initial term commences.

The subscription term will automatically renew at the current contracted rates for consecutive 12-month periods unless either party provides written notice of non-renewal at least 60 days prior to expiration.

Acceptance

We wish to thank you for the opportunity to prepare this contract. If you have further questions, please feel free to contact us at your earliest convenience.

By signing below, issuing a purchase order for the solutions described herein, or using any of the FrontRunnerHC solutions, you are indicating Client’s acceptance of and agreement to the terms of this document and the attached Terms and Conditions.

FRONTRUNNERHC, INC

CLIENT

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

John (JD) Donnelly
President and CEO

Chris Curran
Sales Executive

TERMS AND CONDITIONS

1. General. These Terms and Conditions are incorporated into the service order to which they are attached (the “**Service Order**”). Together, the Service Order and these Terms and Conditions form an agreement between the customer identified on the Service Order (“**Customer**”) and FrontRunnerHC, Inc. (“**FRHC**”) and are collectively referred to as the “**Agreement**”.

2. Services. FRHC grants Customer a non-exclusive license for the subscription term identified on the Service Order (the “**Subscription Term**”), to access and use the hosted software modules identified in the Service Summary set forth above (the “**Service**”). The rights granted to Customer are subject to Customer’s payment of the fees set forth in this Agreement as and when due and compliance with the other terms of this Agreement. All rights not specifically granted to Customer in this Agreement are retained by FRHC. Customer will ensure that its end users comply with this Agreement use the Services only for Customer’s own internal business purposes in accordance with applicable law. Customer will not, and will not permit its end users to: (i) alter, change, modify, adapt, translate, or make derivative works of the Services; (ii) use the Services in a manner that violates any applicable laws, rules and regulations; (iii) transmit any virus or programming routine intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; (iv) transfer, resell, license, sublicense or otherwise make the Services available to any third party; (v) use the Services for timesharing, rental, outsourcing, or a service bureau operation; (vi) attempt to gain, or assist others with attempting to gain unauthorized access to FRHC’s network, systems or the Services; (vii) decipher, decompile, disassemble, or reverse engineer the Services or assist or encourage any third party to do so; (viii) engage in any activity that violates the rights of others or that interferes with or disrupts the Services; or (ix) upload any file containing any back door, time bomb, Trojan horse, worm, virus or similar malicious code. FRHC reserves the right to alter the Services provided that the alteration does not materially limit the features or functionality of the Services.

3. Fees; Payment Terms. Customer will pay the fees described on the Service Order. Fees do not include sales, use, passthrough fees, value-added, or other taxes, which if applicable will be added to the invoice to be paid by Customer. All invoices are due within 30 days of the invoice date. FRHC reserves the right to suspend Services until overdue fees have been paid. Payment of any undisputed amount not received from customer within sixty (60) calendar days after the due date set forth in the applicable invoice will accrue late charges at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Interest charges shall be invoiced separately.

4. Termination; Suspension of Service. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure the breach within thirty (30) days of written notice. FRHC may suspend Customer’s account and access to the Service, or remove Customer’s data or other information, if Customer breaches any material obligation (including payment obligations) under this Agreement or in FRHC’s reasonable opinion Customer’s access or use may cause disruption or degradation of the Service, or a threat to other persons or entities. Any provision of this Agreement that contemplates performance or observance following termination will survive termination.

5. Customer Data. “**Customer Data**” means any information (including any information relating to any identified or identifiable individual, household, or device) made available to FRHC by or on behalf of Customer in connection with this Agreement. Customer represents, warrants and covenants that: it has (and will have) the right to provide, and will provide, Customer Data to FRHC in compliance with applicable laws; all Customer Data has been (and will have been) obtained in compliance with all applicable laws; Customer has (and at all times will have) provided any notice and obtained any consents (including from individuals) required for FRHC to lawfully provide the Services to Customer (including to permit collection of amounts owed by any means possible, to lawfully conduct any credit, background, insurance, or other checks in providing the Services, and for FRHC to lawfully send text messages to individuals regarding billing matters and amounts owed); and all Customer Data is and will be accurate, complete, and correspond to the individual to which it purports to relate. Customer appoints FRHC its agent and authorizes FRHC to collect, use, copy, store, modify, display, and otherwise process Customer Data to provide the Services (including to provide quality assurance, software maintenance, and technical support). Customer will indemnify, defend and hold FRHC harmless against any claims, actions, proceedings, expenses, damages, liabilities, governmental investigations, complaints, and/or reasonable attorneys’ fees arising out of Customer’s breach of this Section. Notwithstanding anything to the contrary in this Agreement, FRHC may analyze and anonymize Customer Data, data, statistics or other information obtained through the Services and aggregate such data, statistics or other information with data, statistics or other information (collectively, “**Analytics**”) obtained from other sources, and may use such Analytics for lawful business purposes, including improvement of FRHC’s products or services, as long as in doing so FRHC does not re-identify, or attempt to re-identify, any of the Analytics or otherwise link or associate Analytics with any information relating to Customer, or to an identified or identifiable individual.

6. Confidentiality. Each will (a) maintain any proprietary or confidential information disclosed to it by the other party and the terms and conditions of this Agreement (“**Confidential Information**”) in confidence, (b) exercise at least the same degree of care to safeguard the Confidential Information of the other party that it uses to safeguard its own Confidential Information of a similar nature (but no less than reasonable care), (c) disclose the Confidential Information of the other party only to those of its employees or contractors who need to know such information for the purposes contemplated by this Agreement, and (d) use the Confidential Information of the other party only to exercise its rights and fulfill its obligations under this Agreement. Confidential Information will not include information that (1) is or becomes public knowledge, not as a result of disclosure by the receiving party; (2) is obtained by the

receiving party on a non-confidential basis from a source other than the disclosing party; or (3) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. This Agreement will not prevent a party from disclosing Confidential Information of the other party to the extent required by a judicial order or other legal obligation, provided that the disclosing Party promptly notifies the other to allow intervention to contest or minimize the scope of the disclosure (including application for a protective order). Each party will advise the other party in writing of any unauthorized disclosure of Confidential Information of the other party of which the notifying party becomes aware.

7. Disclaimers and Limitations. The services are provided on an "as is" basis. FRHC makes no warranties of any kind, express, implied, or statutory, including but not limited to the implied warranties of merchantability, uninterrupted service, noninfringement, or fitness for a particular purpose. FRHC does not assume responsibility for verification of data provided and will not be responsible or liable for any errors, factual or otherwise, contained in any data provided to FRHC by Customer or any third-party including customers, clients or patients of Customer. In no event will FRHC be liable for indirect, special, incidental, punitive, economic, or consequential damages or lost profits, even if advised of the possibility of such damages. FRHC's entire liability to Customer any cause, regardless of the form of action, will be limited to the fees paid by Customer in the preceding 3 months. FRHC will have no liability for any damages resulting from the acts or omissions of any third party. FRHC will not be liable for any failure, interruption or delay due to causes beyond its reasonable control.

8. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior agreements, between Customer and FRHC regarding its subject matter. Additional or different terms in any written communication from Customer (such as a purchase order) are void. No provision of any purchase order or other business form employed by Customer will supersede the terms of this Agreement, and any such document will be for administrative purposes only and will have no legal effect. This Agreement will be binding upon the successors and assigns of the parties.