

Addendum to SERVICE AGREEMENT

This addendum is made to the SERVICE AGREEMENT ("Agreement") signed by Client and Cohesive RevOps Integration Management LLC. ("RevOps"), and _____ ("Client" or "Provider"). Except where noted herein, all terms in the Agreement shall remain in full force and effect. This addendum shall not impact or change the terms of the prior signed agreement or addendums except as specifically addressed herein.

By signing below Client acknowledges that Client has read the contract addendum and agrees to abide by its respective terms.

The parties hereby cause this Addendum to be executed by their duly authorized representatives effective as of the date signed by RevOps.

<u>Client</u>	<u>RevOps Integration Management, LLC.</u>
Company: _____	_____
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Michael A. Hill</u>
Title: _____	Title: _____
Date: _____	Date: _____

Addendum

Whereas RevOps developed a software tool (AVID) to assist clients in identifying and confirming insurance coverage for patients registered as self-pay. RevOps is willing to provide the service for no cost to Client on the below terms.

The following **Schedule – AVID Insurance Verification Software Services** is added to the Agreement:

The AVID Services:

The AVID services may be canceled by either party on a one (1) business day advance notice in writing (including by email between officers of the respective companies).

Self-Pay Monitoring Software Service

RevOps shall provide a Self-Pay Accounts Monitoring software service. The service is for Client or RevOps billing team to pull a list of self-pay patients from Client's system and utilize the AVID software tool to check for insurance coverage (both commercial and non-commercial). The check is performed over different time periods, to help to reduce the number of claims where coverage exists from reaching Past Timely Filing status and to expedite collections. The service shall seek to find active insurance for accounts in a financial class currently designated as Self Pay. On a timeline defined by RevOps, these accounts will be exported from the Client's system using a custom reporting tool. These accounts will then be loaded into RevOps's insurance eligibility database, which is an automated software module that will run daily, select accounts from the aforementioned database, and check commercial and Medicaid payers to find active insurance. Payers are checked

at regular intervals. The active insurance accounts will be stored and tracked in a central database and a RevOps proprietary tool will be used to track claim filing work. RevOps staff will use the Provider's practice management system to file the claims for the patients where coverage was found. RevOps will perform analysis on the results to find and learn from any patterns and data associations to further improve the rate of finding active insurance.

RevOps shall charge an incremental fee of 0.0% (only its regular billing fees) of the Net Cash Collections on these specific claims where insurance is identified and billed thereafter. As a complimentary add-on service, RevOps shall define the frequency of the software inquiries and which payers are searched to maintain a cost-effective service.

Client acknowledges:

- That patients registered as self-pay, where insurance is found, will have claims billed to their payers and Client authorizes RevOps to file such claims with the insurance payer for any such Self-Pay account extracted from Client's practice management system.
- That the service is subject to the policies of individual payers and other service providers that may be changed or discontinued at any time with or without notice to RevOps or Client.
- That RevOps shall have no liability related to this service or the discontinuation of it at any time due to payer changes or other circumstances, including RevOps's determination that the service is not cost-effective for RevOps to maintain.

USAGE LIMITATIONS

This Addendum only gives you some rights to use the results of the Insurance Verification Services, and RevOps reserves all other rights. As between the parties, RevOps retains all rights, titles, and interest, including, without limitation, all intellectual property rights in and to the software underlying the service. Client agrees to not:

- show the service to RevOps's competitors or potential competitors;
- use the service for purposes other than those identified in the Agreement or Addendums;
- sell or resell the services outside Client's organization;
- otherwise commercially exploit or make the service available to any third party;
- interfere with or disrupt the integrity or performance of the RevOps software cloud platform or the data contained therein;
- use the service in violation of any applicable laws or regulations; or
- attempt to gain unauthorized access to the RevOps software cloud platform or related systems or networks.

The AVID services do not include Medicaid Redetermination or other business cases for which the tool might be used. The use of the tool for any other business case shall require a separate addendum and pricing.

Additional Terms:

EXCLUSIVE REMEDY/LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS

OF PROFIT OR BUSINESS), HOWSOEVER ARISING, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF INFORMED ABOUT THE POSSIBILITY OF THE SAME. IN NO EVENT WILL THE REVOPS PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY DAMAGES TO CLIENT OR TO ANY OTHER ENTITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVER EXCEED \$25,000 OR THE TOTAL FEES PAID DURING AN AVERAGE THREE MONTH PERIOD, WHICHEVER IS LESSER.

WARRANTY LIMITATION: OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, REVOPS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT, WITH RESPECT TO THE SOFTWARE, HARDWARE, DOCUMENTATION, OR ANY SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

All other terms of the Master Service Agreement shall remain the same.