

**Enrollment Service Schedule  
CONFIDENTIAL**

**1. Enrollment Services.** Subject to the terms of this Enrollment Service Schedule, if Customer has purchased the Enrollment Services, Company shall provide to Customer Company's Enrollment Services. This Service Schedule is subject to the terms and conditions of the Agreement.

**2. Definitions.**

2.1 "Enrollment Services" means (i) application preparation for the purposes of admittance to Payer Networks, (ii) attachment of relevant boilerplate provider agreement documents, (iii) presentation of documents and directions for Customer or Provider review and Customer or Provider execution, (iv) submission of executed documents to identified Networks, (v) tracking and reporting of submitted applications and of participation status, (vi) population, submission and follow-up for delegated credentialing (where applicable), and (vii) maintenance of online shared databases for plan credentials access (including CAQH updates).

2.2 "Enrollment Applications" means (i) the applications required for enrollment into the various insurance carriers (b) contracts required for participation with various insurance plans.

2.3 "Payers" and/or "Networks" means (i) Managed Care Networks (HMO, PPO, POS, Indemnity), (ii) Commercial or Specialty networks, (iii) self-insured employer/union panels, (iv) Medicare Choice + networks, (v) managed Medicaid networks, (vi) Independent Practice Associations, (vii) Medicare, (viii) Medicaid and (viii) Healthcare exchange networks

2.4 "Providers" means the Customer's (i) employed or contracted Physicians, Nurse Practitioners, Physician Assistants, allied health practitioners and behavioral health practitioners; (ii) licensed facilities; and (iii) ancillary practice locations with equipment subject to separate applications and quality review.

2.5 "Group" means the professional practice of Providers incorporated under a professional corporation or similar structure, which provides either single or multiple specialties and which is the party to this Agreement. Group may also mean an umbrella structure comprised of multiple Providers (faculty practice plan, entity owning multiple practices, etc.).

**3. Obligations of Customer.**

3.1 Presentation of Supporting Materials. Customer shall present Company with all requested credentialing information and materials applicable to Customer and Providers for credentialing purposes. Materials shall be accurate, truthful, complete, current, legible, of sufficient quality to scan and photocopy and not modified or written upon. Customer shall retain original documents or copies of all documents submitted to Company.

3.2 Verification and Maintenance of Provider Credentials. Customer shall be responsible for verification of information and materials submitted to Company. Customer shall, or shall ensure that Provider shall, initiate renewal of Provider licensure, certification, registration, continuing medical education, and other documentation required for admittance to Payer Networks. Customer shall respond to Company' requests for renewal documents in a timely manner to insure ongoing Payer participation. Customer shall insure that changes to Provider practice status, malpractice information, or any other relevant demographics are reported to Company for subsequent application and re-credentialing activities.

3.3 Original Provider Execution. Customer shall ensure that Provider's original signature and date of signature is affixed to Enrollment Applications and agreements when requested. Signature stamps are not considered acceptable by Payers and must not be used. No person may sign on behalf of Provider unless the application and agreement is for an ancillary practice location or group practice in which case an authorized person or officer of the facility may sign.

3.4 Selection of Payers. Customer shall submit to Company a list of Payers with which to apply. Payers may be added at any time for all or a subset of Providers within the Customer's Group, if applicable.

3.5 Payer Contracts and Reimbursement Schedules. Unless otherwise agreed to by the Parties, Customer is responsible for review of each Payer's boilerplate agreement, fee schedules and attachments. If Customer has negotiated language modifications or fee schedule enhancements with a Payer(s), Customer must notify Company of such modifications or enhancements in writing prior to Company's submission of credentialing applications to the respective Payer(s).

3.6 Provider Additions/Deletions. Customer must notify Company of additional Providers and promptly submit credentialing materials for such additional Providers in their entirety to Company. Company will not initiate Provider Enrollment activities unless sufficient materials are received from Customer and are in usable condition. Customer must notify Company of physicians departing from Customer's Group with an effective date for the purposes of responding to re-credentialing requests.

3.7 Customer Practice Information. Customer must notify Company of any changes in information presented to Company including, but not limited to, hours of operation, Tax Identification Number (TIN), address, or name of administrator.

3.8 Customer Liaison. Customer shall designate a liaison to be responsible for Providers' and Customer's obligations under this Agreement (the "Customer Liaison"). Customer Liaison must be accessible via telephone and e-mail and assumes responsibility for Customer and Provider information and timely communication and response to Company requests.

3.9 Provider Enrollment & Re-Credentialing Requests. Customer acknowledges that Payers may call, email, mail or fax information directly to Provider or Customer. For Company to successfully track application progress to completion, Customer agrees to promptly forward to Company any messages, faxes and copies of mailings from Payers related to application status and participation. Customer is responsible for retaining original Payer agreements and other documents.

#### **4. Obligations of Company.**

4.1 CAQH Set-up and Maintenance. Company will create and re-attest CAQH profiles on behalf of the providers.

4.2 Payer Verification. Company will outreach to payers to obtain the providers payer participation

4.3 Enrollment Application Preparation. Upon receipt of all requisite credentialing information from Customer, Company shall prepare enrollment applications for Providers or Customer's Group(s). Such applications will include the credentialing information provided by Customer. Company will not attest to the validity of the credentials submitted from the Customer. Completed applications shall be delivered to Customer Liaison for execution by Provider or a Group representative in accordance with Section 3.3. Customer acknowledges that executed applications returned without requested information or signatures will be returned to Customer Liaison and may not be submitted.

4.4 Application Submission and Follow-up. Complete applications will be (i) submitted to Payers (ii) tracked within Company's database (iii) followed up on until their completion. Customer acknowledges that Payer credentialing procedures and timeframes are not within the control of Company.

4.5 Delegated Rosters (where applicable). Where Customer maintains a delegated enrollment agreements, Company shall prepare and submit delegation rosters on the Customer's behalf in accordance with the delegated contract agreement.

4.6 Reports. Company shall provide tracking and standard reports to Customer on Provider status, application progress and Provider number status as needed.

4.7 Provider Re-Credentialing. Company will respond to re-credentialing request from

Payers. Customer agrees to promptly forward to Company any re-credentialing request received via mail, email or fax.

4.8 Scheduled Meetings. Company and Customer will meet regularly to discuss the Enrollment Services. The frequency and format of such meetings will be determined jointly by Company and Customer.

## **5. Payment.**

5.1 Fees. In consideration for the Enrollment Services provided Company hereunder, Customer shall pay Company at the rates set forth in the Order Form.

5.2 Expenses. Customer agrees to reimburse Company for the travel and postage expenses incurred by Company in conjunction with this Agreement.

5.3 Annual Fee Adjustments. On the first anniversary of the initial term and yearly thereafter, Company may increase the CVO File fee by the greater of the CPI index or three percent (3%).

5.4 Special Projects/Services. Special Projects/Services not included in the Enrollment Services are not included Fees above and are billed at hourly rates ranging from \$100/hour to \$350/hr, depending on the level of complexity and staff required.

## **6. Term and Termination.**

6.1 Early Termination Fee. In the event that Customer terminates this Enrollment Service Schedule in accordance with Early Termination provisions of the General Terms and Conditions, Customer agrees to pay an early termination fee equal to the Per Provider Per Month Fee times the number of Providers times the number of months remaining in the then current Term. Customer agrees that Company's losses in the event of early termination will be difficult to ascertain, that the Enrollment Fees were based upon Customer completing the full term of the Service Schedule, this Early Termination Fee is compensation to Company for loss of the contractual bargain between Customer and Company, and the Early Termination Fee is merely intended to establish a reasonable approximation of Company's losses and is not a penalty imposed on Customer. This Section shall survive termination of the Service Schedule and Agreement.

6.2 Obligations Upon Termination. Upon termination of this agreement, Company shall return or destroy any copies of Provider and Customer information (electronic and paper) in its possession. Company shall redirect requests for information by Networks to Customer.

**7. Disclaimers.** Customer understands and agrees that Company is not responsible for Network decisions on Customer or Provider inclusion due to (i) Provider credentials, (ii) Network need, (iii) expiration of enrollment materials following a minimum of three (3) documented Company requests for current information or materials, or (iv) Network discovery of information during the credential verification process which was not disclosed to Company. Further, Customer understands and agrees that Company is not responsible for denial of payment by Networks for non-credentialed Providers or by errors by Networks in acknowledging the participation status of a Provider as communicated to and represented by Company.