



CONSULTING SERVICE PACKAGE SERVICES AGREEMENT

Please read this Consulting Services Agreement (the “Agreement”) carefully. By purchasing a Consulting Services Package from Creach Consulting LLC, you are agreeing to all of the terms as set forth in this Agreement.

1. SERVICES

Creach Consulting is offering one-on-one consulting Services Packages (the “Services”). The Services will be provided by Creach Consulting consultants. It is understood and expressly agreed that Creach Consulting Services may include advice or recommendations, but all decisions in connection with the implementation of such advice or recommendations shall be the sole responsibility of and made entirely by the Client. Creach Consulting makes no representation or warranty regarding the manner in which any payer, governmental or private, will accept or deny any claim for reimbursement relating to health services; that information provided is not intended to replace the information contained in the ICD-10 CM and CPT manuals or specific coding, reporting, or reimbursement information that may be disseminated by third-party or government payers.

2. FEES AND PAYMENT TERMS

Services Package fees for 2024-2026 are as follows (the “Fee”): \$2,200 for 8 hours, \$3,300 for 12 hours, or \$5,500 for 20 hours. Services are billed in 15-minute increments. Once purchased, hours are valid for one year from date of purchase. Any month there is billable activity Creach Consulting will send Client an invoice showing how many hours remain, and Client may purchase additional hours in packages of 8, 12, or 20 hours. Payment is due at the time of invoice. Creach Consulting shall have the exclusive right to halt, suspend or terminate entirely its Services until full payment is received on past due invoices. Payments made via credit card will incur a 3% processing fee.

2a. Travel Policy

If client requests an in-person meeting, travel time will be compensated at a billing rate of \$137.50/hour. Hotel, mileage, and meals will also be reimbursed according to standard GSA daily rates. If GSA hotel rates do not cover actual cost, single rooms at moderately priced hotels up to \$250/night plus taxes and fees are considered reasonable accommodations and shall be reimbursed.

2.b. Cancellation & Scheduling Policy

Creach Consulting Group values both your time and ours. Service Package hours reflect reserved consulting capacity each month, and scheduled meetings are held specifically for your organization. We understand that unexpected situations arise.

Late Cancellations & No-Shows

Meetings cancelled with less than 24 hours’ notice, or missed without notice, will result in a 15-minute deduction of Service Package hours for the first three occurrences.

Any subsequent late cancellations or no-shows will result in the full scheduled time being deducted from the monthly Service Package hours.

Late Arrivals

Meetings will conclude at the scheduled end time. Late arrival does not extend the session time and will not reduce the scheduled hour deduction, if applicable.



We appreciate your partnership in protecting scheduled time so we can continue to deliver high-value, focused work together.

3. OWNERSHIP OF INTELLECTUAL PROPERTY; RESTRICTIONS ON USE

a. Creach Consulting Property. Creach Consulting retains all rights in its proprietary materials acquired or created by Creach Consulting including (but not limited to) copyrights, trademarks, patents, trade secrets, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, concepts, know-how, techniques, knowledge or data and related intellectual property rights (collectively "**Creach Consulting Property**"). In performance of the Services, Creach Consulting may provide Client with training materials ("**Training Materials**") created by Creach Consulting that incorporates Creach Consulting Property. Where the Services described in a SOW include the use of Training Materials, Creach Consulting grants Client a limited, nonexclusive, non-transferable, non-sublicensable license to use the Training Materials for the use described in the applicable SOW. Client agrees to use the Training Materials only for the purpose stated in the applicable SOW. All rights Creach Consulting has in the Training Materials remains the property of Creach Consulting. Except as provided in the SOW, Client shall not copy, modify, alter, supplement or create derivative works of the Training Materials.

b. Client Property. Client retains all rights in Client's proprietary materials including Client's copyrights, trademarks, patents, trade secrets and related intellectual property rights ("**Client Property**"). Client grants Creach Consulting a non-exclusive, royalty free, sub-licensable, worldwide license to use Client Property authorized and provided (or made available) by Client, to Creach Consulting, to fulfill its duties and obligations under this Agreement and any SOW.

c. Work For Hire. All copyrightable aspects of the Deliverables, other than Creach Consulting Property and Training Materials, shall be considered "work made for hire" as used in the Copyright Act (17 U.S.C. § 101), and Client shall own all right, title, and interest in the Deliverables.

4. Term and Termination.

a. Term. This Agreement will take effect on the Effective Date and will remain in effect until Terminated as set forth in this Section 4.

b. Termination. Either party may terminate this Agreement or an SOW: (i) with or without cause, upon 30 days' written notice to other party; or (ii) upon written notice, effective immediately, if the other party breaches the Agreement or applicable SOW and the breach cannot reasonably be cured or, if capable of being cured, is not cured within 14 days of the breaching party's receipt of notice of the breach.

c. Effect of Termination. In the event of termination of this Agreement or any SOW for any reason: (i) Client shall promptly cease all use of Creach Consulting Property and pay Creach Consulting all Fees incurred through the date of termination; and (ii) upon Client's payment of all Fees, Creach Consulting shall promptly cease all use of Client Property and deliver to Client all Deliverables in any state of completion.

d. Survival. Sections 3 (Ownership of Intellectual Property), 4 (Term and Termination), 5



(Confidentiality), 6 (Warranties), 7 (Indemnification), and 9 (Miscellaneous) will survive and continue in full force and effect following the termination or expiration of this Agreement.

5. Confidentiality.

a. Confidential Information. “**Confidential Information**” means all proprietary information disclosed to or accessed by receiving party (“**Recipient**”) relating to the disclosing party’s (“**Discloser**”) business, in whatever form or medium (whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary”) including information related to (i) business operations and strategies, cost, pricing, profit, production, forecast and other accounting, economic and financial data; (ii) business relationships (including customers, suppliers, manufacturers and vendors), (iii) all data, concepts and information relating to the research, technique, method, development, design, manufacturing, or marketing of Discloser products or services; (iv) information that Discloser must keep confidential as result of obligations to third parties; and (v) information about Discloser’s Clients, suppliers, vendors, contractors and personnel, including data or information that could (alone or in combination with other information) identify a Client, supplier, vendor, contractor or personnel of Discloser (“**Personal Information**”). Confidential Information does not include any information that Recipient can prove through written records: (w) was independently developed by Recipient without reference to the Confidential Information, and before the date Recipient received the Confidential Information; (x) is or becomes part of the public domain through no fault of Recipient (except for Personal Information); (y) was already known by Recipient at the time of disclosure; or (z) is approved by Discloser, in writing, for release.

b. Non-Use, Non-Disclosure, and Protection. Recipient acknowledges that the Confidential Information has independent economic value, actual or potential, to Discloser, that is not generally known to the public or to others who could obtain value from its disclosure or use. Recipient will not use Confidential Information except as required for the Purpose. Recipient will not disclose Confidential Information to any nonparty without Discloser’s prior written consent, other than to Recipient’s employees, officers, attorneys, accountants, and approved subcontractors (collectively, “**Representatives**”) who: (i) need to know the Confidential Information, and (ii) are bound by confidentiality and use restrictions that are at least as restrictive as those described in this Agreement. Recipient will, at a minimum, exercise the same degree of care in protecting Discloser’s Confidential Information as it uses to protect its own Confidential Information. Recipient will be responsible for any breach of this Agreement caused by its Representatives. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Discloser of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Recipient will comply with all applicable laws, rules and regulations in connection with any use, transfer, communication, remote access or storage of Confidential Information.

c. Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, or within 7 days after Discloser’s request, Recipient will – at Discloser’s request – return, or destroy and certify the destruction of, all copies of documents and other tangible material embodying or containing Confidential Information.

d. Subpoenas. Recipient agrees that if Recipient or any Representative is served with any



subpoena or other compulsory judicial or administrative process calling for production or disclosure of Confidential Information, Recipient will immediately notify Discloser so that Discloser may take such actions as it deems necessary to protect its interests.

e. Duration. Recipient's obligation to maintain the confidentiality and security of the Confidential Information begins on the earlier of the date stated above or upon Recipient's receipt of any Confidential Information and remains even after termination of this Agreement and continues for so long as such Confidential Information remains confidential.

f. No License. Discloser retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title, and interest to Recipient or any other person.

g. Remedies. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Discloser for which money damages would be an inadequate remedy and that, in addition to remedies at law, Discloser is entitled to equitable relief as a remedy for any such breach.

6. Warranties

a. By Creach Consulting. Creach Consulting warrants that: (i) Creach Consulting has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; and (ii) it will perform the Services in a manner consistent with reasonably applicable industry standards.

b. By Client. Client warrants that: (i) any Client Property provided or made accessible to Creach Consulting, by Client, for Creach Consulting's use in fulfilling its obligations under this Agreement, will not violate the rights of any third party, including without limitation intellectual property rights or privacy rights; and (ii) Client has the full right, power and authority to enter into this Agreement.

c. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS MADE BY CREACH CONSULTING, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CREACH CONSULTING FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR DELIVERABLES WILL MEET ANY REQUIREMENTS NOT SPECIFICALLY OUTLINED IN THE APPLICABLE STATEMENT OF WORK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

7. Indemnification. Each party will indemnify the other (and its officers, directors, employees and agents and their successors and assigns) from any loss, liability, cost or expense (including legal fees and costs) directly or indirectly arising out of or in connection with any claim, suit, or proceeding by a nonparty to the extent arising out of or related to any: (a) breach of indemnifying party's warranties in this Agreement (Section 6); and (b) indemnifying party's fraud, gross negligence, willful misconduct or violation of law.

8. Relationship. Creach Consulting will act at all times as an independent contractor. Nothing in this agreement will be construed to place Contractor and Client in a relationship of partners, joint ventures,



principal and agent, or employer and employee. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

9. Miscellaneous.

a. Marketing. Creach Consulting may publicly refer to Client orally and in writing, as a Client of Creach Consulting. Creach Consulting may use screen shots, photos, written descriptions, or copies of all non-confidential Deliverables to present as examples to other clients or in a portfolio of work.

b. Limitation of Liability. SUBJECT TO THE EXCEPTIONS DESCRIBED IN THIS PARAGRAPH, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CREACH CONSULTING UNDER THIS AGREEMENT. These limitations do not apply to any claim, damages or other liabilities arising out of or related to either party's indemnification obligations in this Agreement (Section 7).

c. Disputes. The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the State of Oregon, without regard to choice of law principles or statutes. Any litigation between the parties will be conducted exclusively in state or federal courts in Oregon. The prevailing party in any litigation arising out of or relating to this agreement will be entitled to recover all reasonable attorneys' fees and other expenses (in addition to statutory "costs" of litigation), including attorneys' fees and expenses in connection with any trial, appeal, or petition for review.

d. Notices. All notices under this Agreement will be in writing. Each notice will be deemed to have been received by the party to which it was addressed: (i) when delivered if delivered personally, (ii) when received by the addressee if sent by overnight courier, (iii) on the fifth business day after the date of mailing if sent by certified mail, or (iv) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

e. Assignment; Binding Effect; Severability. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other, which will not be unreasonably withheld; provided, however, that either party may assign in connection with a merger or sale of all or substantially all of its assets or to a Creach Consulting controlling, controlled by, or under common control with it. If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

e. Entire Agreement; Amendment; Waiver. This Agreement including all schedules and exhibits, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings of the parties. No modification, change, amendment, or any waiver of rights with respect to this agreement will be binding unless in writing signed by both parties. No waiver of any violation or nonperformance of this Agreement in one instance will be deemed to be a waiver of any subsequent violation or nonperformance.