

SERVICES AGREEMENT TO UTILIZE ELECTRONIC PROCESSES AND OTHER FOLLOW-UP FOR PATIENT ENGAGEMENT

This Agreement in conjunction with the Business Associate Agreement attached hereto provides the terms and conditions under which Precision Healthcare Trust (Service Provider) The Woodlands, Texas a Delaware Limited Liability Corporation will provide software as a service and services (SaaS) that will gather, capture, communicate and manage health care data provided by patients of _____ (Contracted Organization) under their authorization, direction and control for the purposes defined in this agreement.

- A. The Parties (Collectively Service Provider and Contracted Organization) recognize and agree that no payments made under this letter agreement shall be made directly or indirectly in return for, or as to induce or reward, any federal health care program referrals or business.
- B. The Parties agree that, to the fullest extent allowed by law, all of the materials created on Contracted Organization's behalf by Service Provider in connection with its performance of this Agreement is a work made for hire and Service Provider shall therefore be deemed to be the sole owner of any and all right, title, and interest therein, including without limitation, intellectual property rights.
- C. There may be information disclosed by either party which may be deemed confidential information. If a Party designates certain information as CONFIDENTIAL then the receiving party shall not disclose the confidential information to any third party without the prior written consent of the disclosing party. The receiving party shall not use the confidential information for any purpose other than the agreed-upon purpose without the disclosing party's written consent.
- D. The agreement grants the Contracted Organization a non-exclusive, non-transferable license to access and use Service Provider SaaS offerings in accordance with the terms of the agreement.
- E. Contracted Organization will provide a patient list to the Service Provider that will include the First Name, Last Name, Date of Birth, Gender, Email, Mobile or Contact Number. The Contracted Organization will provide contact information that may be included in the patient engagement for any patient to contact about the program or other questions. If the initial program has other qualifying criteria, then that will also be included. This information will be provided to the Service Provider within 21 days of this agreement being signed.
- F. Service Provider will set an instance of the Service Provider Software (SaaS) specifically for the Contracted Organization including a Dashboard for encounter documentation, reporting, and other functionality that may be available from the Service Provider for the purpose of performing and managing the functionality deemed necessary by either Party. The SaaS instance will be available to the Contracted Organization within 14 days of the data submitted as per E above.
- G. Patient engagement and communication will be through the SaaS Application and the Service Provider will send a Contracted Organization specific communication with the program information and instructions utilizing various forms of messaging to all patients that have been determined by the Service Organization to qualify for the specific Program or Service where an email and or text or SMS number is available to the Service Provider. This Organization specific messaging will include an introduction and follow-up information for the purpose of completing the task assigned to the patient as agreed upon by the Parties. All material and processes related to this process will be provided to and approved by the Contracted Organization and such final approval will be deemed to be part of this agreement as the defined scope. The engagement is on a best-efforts basis and the scope of work is defined in Section H below.
- H. Engagement with patients where the Service Provider has received contact information as per E above will receive:
 - a. Electronic communications with the initial message that will be attached hereto that defines the program name, program statement and purpose of engagement qualifying criteria, initial introduction message for both email and text, agreement and call to action documentation that will be available to any patient receiving the message which may include a specific "landing page" that provides additional information to any respondent.
 - b. The Software (SaaS) will display responses to the messaging with a link to the PDF of documentation listed by patients. The documentation will be available in the Service Provider Application and the Contracted Organization will be provided access to this Application as a Software as a Service basis. The web link(s) and login information will be provided when available.

- c. The Contracted Organization will utilize the application provided by the Service Organization to access results of the program and any other available information that the Service Provider makes available
- d. Invoices for each patient will be based on the response to the messaging and identified as a program response by the Service Provider. For clarification, once the patient submits the electronic response, that completes the service by the Service Organization. It is up to the Contracted Organization to complete the process of review and billing functions.
- I. The Service Provider will submit a monthly invoice to the Contracted Organization based on the total count and report listing each response of the patient engagement by all patients. This report will be available in the Software (SaaS) provided by the Service Provider and also attached to the monthly invoice. The price per response defined by H(d) will be a base fee of (See Program Options Exhibit Attached) per patient response as determined by the reporting provided by the Service Provider. The Contracted Organization will have a net thirty (30) days to pay the invoice. If a model includes insurance claims support is requested, and there is a dispute or validation adjustment including nonpayment of claims from CMS or insurance carrier, those must be made known by either party within the 30-day period from the date invoiced and an adjustment may be made to the invoice, but the invoice due date will not be adjusted. All nonpaid claims will roll into the next month's reconciliation. The task for the Service Provider is based on providing a response to the engagement and to make available the application for reporting and for the Contracted Organization having available the application provided by the Service Provider to document encounters and other information for any patient enrolled in the program.

For Clarification, Service Provider will provide an interim report(s) on the completed e-visit encounters so that the Contracted Organization can complete billing.

- Billing report (Super Bill) generated
 - Interim billing report(s) sent to Contracted Organization which will include services related to CPT billing codes G0071, 99421, 99422, 99423 for all electronic visits completed on the Precision Platform
 - Contracted Organization bills for the e-visit encounters using the documented CPT codes and requirements for the e-visit specifically using NO modifier and specific ICD10 codes specified in the encounter documented in the billing report
- Invoice
 - Service Provider sends monthly invoice to Contracted Organization for all completed encounters on the Precision Platform
 - Monthly Billing Report sent to Contracted Organization for all completed encounters on the Precision Platform
- Payments
 - Payment received by Contracted Organization
 - Documented denials including billed but nonpaid claims for any encounter billing. Contracted Organization will provide a report for all denials and reasons for non-payment including billed but not paid claims to give the Service Provider an opportunity to adjudicate the billing
 - Invoice adjusted for denials and reason documentation
 - Contracted Organization submits payment to Service Provider for Adjusted/Final Invoice amount.
- J. Additional services may be provided by the Service Organization through a separate agreement Addendum to this Agreement and may provide for staffing, compliance, and other processing where the Service Organization may provide services related to encounter documentation and other patient engagement services beyond just the services contemplated and the SaaS provided as stated in D-I above. Those additional services would be made available through a separate agreement and made as part of an Addendum to this agreement and defined through a separate scope of work.
- K. The expectation that once this agreement is signed by the Contracted Organization is that the data will be provided within 21 days of this agreement from the date listed below and that within 14 days after the date of the data being received the Patient Engagement Program will start with the first communications.
- L. Either party may cancel this agreement after 90 days from the date the Contracted Organization signed below, and all outstanding invoices become due on the date of cancellation and because of the nature of the patient engagement, responses to outstanding email the electronic engagement may occur after the cancellation date and in that case the Service Provider will invoice as per stated in this agreement and those

invoices will have a 30-day due date from the invoice date. In the case where there are additional services engaged then those services would have their own provision for cancellation. The use of the application provided by the Service Provider will be available for a fee after cancellation and that fee will be determined at the time of the cancellation request and may be for reporting purposes or other requested functionality that may be available.

M. The jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the State of Texas and each party waives any objection it may have as to the venue of any action or proceeding.

N. Each party agrees to indemnify, defend, and hold each other harmless for and from any loss or liability arising out of the party's breach of this contract.

O. Notices shall be sent to the following designated email with return receipt enabled:

Service Provider: Doug@Precisionvbm.com

Contracted Organization:

Signatures of authorized representative or officer of respective entity below.

For Service Provider: Doug Sparks, Founder/CEO

Date _____

For Contracted Organization: Print Name _____

Date _____

For Professional Consultant/Strategic Partner: Print Name _____

Date _____

First Name*

NPI Number*

Last Name*

Email Address*

Practice/Group/Organization Name

Contact Number

Speciality*

OUR PROGRAM OPTIONS

Record Review Requirements if Billing Insurance – Exactly like a lab report, if you are billing for our services, you and your staff are required to review the PDF results among yourselves, set a plan, and communicate the plan to the patient. This is typically 21+ minutes over seven days of conversation, back and forth communication and scheduling the next steps for the patient. [Here are our program choices.](#)

NOTE - You keep 100% of the clinic revenue we drive to your organization or practice

- Our AI Driven Care Coordination & Navigation Codes can be billed separately or not at all
- CMS/Payers Reimburse About \$50. Turn an expense center into a profit center!

Payment Terms - Net 30 Days - Example - Service for May is Due July 1.

Precision Service Levels		Due Month After	We Provide What?	Who is This Best For?	
Premier Access	\$8	Response	Access to patient responses	Not Billing Payers	<input type="checkbox"/>
Patient Encounter Report	\$12	Response	Completed Patient Encounter Report	\$0 Billed to Payers for Attribution	<input type="checkbox"/>
Program Enrollment	\$20 (CCM/RPM/ AWV Pre- Assessment, etc.)	Response	Electronic Validation of need & enrollment	ANY ancillary service for maximized signup	<input type="checkbox"/>
Payer Strategic Partner	\$3	Response	Risk Stratification, Care Triage/Coordination	Payers need current patient & provider data	

***You will never be required to pay more than you actually receive in payments for this services.**

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- Our AI Driven Care Coordination & Navigation Codes can be billed separately or not at all
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Payment Terms - 50% of Current Invoice Net 30 Days, Plus Balance of Previous Month's Invoice Still Owed

Precision Service Levels		Due Month After	We Provide What?	Who is This Best For?	
Encounter Review Prep	\$20	Response	Ready for Encounter Review/Billing	Attribution and Revenue for These Services	<input type="checkbox"/>

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Payment Terms - Upon Insurance Payment Received

Precision Service Levels		Due Month After	We Provide What?	Who is This Best For?	
Turnkey Service*	\$28	Payer Payment	Plus transfer of data to your EMR/Billing	Would like to never touch our workflow	<input type="checkbox"/>

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