Precision One Time Compliance & Health Records Engagement Pilot
Services Agreement

This Agreement is between Precision Healthcare Trust ("Service Provider") and [Contracted Organization] ("Client").

1. Services
The Service Provider will provide software and services ("SaaS Platform") that help the Client engage patients electronically for proven payer reported missed compliance mandated services. This may include sending messages, collecting responses, and submitting claims on the provider's behalf in your system. and providing reporting tools.

2. Client Responsibilities
- Provide a patient list (name, date of birth, gender, email/phone, and other qualifying details) within 7 days of signing.
- Review all patient compliance statement communications before they are sent.

3. Service Provider Responsibilities
- Set up the Client's SaaS Platform within 7 days of receiving patient data.
- Send reviewed compliance program messages (email/text) to qualifying patients.
- Provide reporting and billing data to the Client.
- Deliver monthly invoices with supporting reports from the provider's system to avoid the need for reconciliation.

4. Fees & Payment - Program Options (Check Box Below)
- The Client will pay a set fee per patient response (see attached Program Options).
- ☐ - $12 for paid claims & $8 for unpaid claims after insurance pays.
- ☐ - If not billing insurance - $8 per response is due net 30 days.
- Precision Billing charges 10% as we are more familiar with compliant use of these codes.
- <u>Provider can never owe more than 50% of the net of collected, or 45% gross, towards the invoice</u>.
- Invoices are issued monthly and due within 30 days.

5. Confidentiality
Each party agrees to protect any confidential information shared during this Agreement and not use it outside the agreed purpose.

6. Ownership
All materials and software created under this Agreement remain the property of the Service Provider.

7. Term & Cancellation
- The Agreement begins when signed.
- Either party may cancel with 90 days' notice.
- All outstanding invoices are due upon cancellation.

8. Compliance
Nothing in this Agreement requires or rewards referrals for federal healthcare programs.

9. HIPAA & Business Associate Agreement

The parties acknowledge that the Service Provider may receive, create, maintain, or transmit Protected Health Information ("PHI") on behalf of the Client in providing services under this Agreement. The Service Provider agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the Privacy, Security, and Breach Notification Rules. The Service Provider shall:

1. Use and disclose PHI only as necessary to perform its obligations under this Agreement or as required by law.

2. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI.

3. Report any unauthorized use or disclosure of PHI to the Client promptly upon discovery.

4. Ensure any subcontractors that handle PHI on its behalf agree to the same restrictions.

5. Return or destroy PHI upon termination of this Agreement, if feasible.
   This clause constitutes the parties' Business Associate Agreement under 45 C.F.R. §164.504(e).

10. Record Review Requirements When Billing Insurance

Just like with a lab report, if you're billing for our services, you and your team are required to review the PDF results together, develop a plan, and communicate that plan to the patient. This process typically involves at least 21 minutes of back-and-forth communication over a seven-day period, including conversations, updates, and scheduling the next steps for the patient. This type of clinical collaboration and coordination satisfies the required review standard.

Signatures

Service Provider:
Name: Doug Sparks, Founder/CEO
Signature: _____ Date: _____

Client:
Name: _____
Signature: _____ Date: _____

Consultant/Partner (if applicable):
Name: _____
Signature: _____ Date: _____