

COST SERVICES SCHEDULE

Healthmonix is a qualified CMS QPP Registry vendor able to calculate, validate, and report Quality, Promoting Interoperability, and Improvement Activities data to the Centers for Medicare & Medicaid Services (“**CMS**”) on behalf of eligible professionals for the Merit Based Incentive Payment System (“**MIPS**”) and/or the APM Performance Pathway (“**APP**”).

Healthmonix has also developed a proprietary software program called MIPS Cost Analytics, a platform offering capabilities to analyze cost data (the “**Cost Platform**”). Healthmonix has been designated a quasi-Qualified Entity (“**QE**”) from CMS, enabling receipt of Medicare claims data under Parts A, B, and D for use in evaluating provider performance. Organizations approved as QEs are required to use the Medicare data to produce and publicly disseminate CMS-approved reports on provider performance. QEs are also permitted to create non-public analyses and provide or sell such analyses to authorized users. The QE program changed the performance measurement landscape by facilitating the creation of actionable performance reports that cover providers’ practice for Medicare Part B patients.

Customer hereby engages Healthmonix to provide, and Healthmonix hereby agrees to provide to Customer, the services described below (the “**Services**”) during the term set forth below (the “**Term**”), for the fees set forth below (the “**Fees**”). The rights and obligations of Customer and Healthmonix shall be as set forth in this Services Schedule, the General Terms and Conditions, and the other terms referenced herein that are incorporated herein by reference (collectively, this “**Agreement**”).

Services:	Healthmonix shall provide access to the Cost Platform, enabling receipt of Medicare claims data under Parts A, B, and D for use in evaluating provider performance. Data will be available on a quarterly basis as CMS releases it to the Qualified Entity designated companies. The Cost Platform will give Customer access to all inpatient claims, outpatient claims, SNF claims, hospice claims, home health claims, carrier claims, DMERC claims, and Part D events. This data will ensure accurate HCC risk coding, monitor specialist and referral use, align resources with costliest patients, and identify care and cost variations. Data can be separated by Customer’s TIN, practice, provider, and patient.
Term:	The Term of this Service Schedule shall commence on the date of the signed sales order and shall continue in effect for the purchased reporting years for QPP data to CMS. This Service Schedule shall automatically renew on the same terms set forth herein for additional consecutive terms of one reporting year unless either party provides written notice to the other party at least 3 months prior to the end of the Term.
Fees:	<p>The fees listed on the sales order shall be paid according to the payment terms on the signed sales order. The total number of Eligible Clinicians (“ECs”) planned to report with Customer for the first reporting year is indicated on the sales order. Any increase in the number of ECs reporting for a given reporting year will affect the total annual fee and will be calculated based on a per provider rate on the sales order. For each of the subsequent reporting years, Company will invoice Customer annually in advance, with the amounts paid within 30 days after the date of invoice.</p> <p>In the event Customer requests in writing (including email) any custom services, including with respect to integrations, Healthmonix shall charge Customer for such services on a time and materials basis consistent with Healthmonix’s then current standard pricing. Such amounts shall be paid within 30 days after the date of invoice.</p>