MIPS 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*"), as well as provide insights into potential MIPS cost data outcomes. Healthmonix developed a proprietary software program called MIPSpro™ implemented through its dedicated website (www.MIPSpro.com) (the "*MIPS Platform*") as a key component of administering its CMS registry reporting functions. Healthmonix Prism™ is the unifying platform through which MIPSpro and other quality measurement products are delivered.

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 Schedule, the General Terms and Conditions, and the other terms referenced herein that are incorporated herein by reference (collectively, this "*Agreement*").

Services:	Healthmonix shall (i) provide access to the MIPS Platform to Customer in order to facilitate Data Integration Service (data upload) for Customer and for MIPS registry tracking and reporting of Customer, (ii) submit Quality Payment Program ("*QPP*") data to the Centers for Medicare & Medicaid Services ("*CMS*") on behalf of Customer when the customer authorizes that submission through the MIPS Platform, and (iii) provide guidance, validation checks, and support in connection with Customer's data upload to the Platform based upon the support hours detailed below. Customer may elect to report any measues on the MIPSpro platform. Customer may submit data to CMS as individuals, groups, and/or MVP participants where applicable. If Account Management is purchased, Healthmonix will provide: Guidance, Validation Checks, and Support (Support) • Customer will be assigned an account manager. • Customer will be allotted a sufficient number of hours for data ingestion, validation, and account management for customers of similar size and scope of work. • If Customer desires additional account management or data ingestion support, additional hours may be purchased at the then-current rate. • A detailed summary and timeline of hours will be supplied to Customer if they exceed time alottment and/or when requested by Customer. As a condition to Healthmonix's performance of the Services described above, Customer shall (i) upload to the Platform complete and accurate data submission reflective of measures chosen and relevant provider patient encounters, (ii) perform test upload of data by December 1 of each Reporting Year and final upload of data by no later than February 15 of each Reporting Year, (iii) submit all claims related to the relevant abstracted patient visits, and (iv) complete all provider data required to submit to CMS and support effectively, such as but not limited to: accurate NPI numbers, verifying TINs, signing a Waiver and a Business Associate Agreement, and completing a provider profile. If Integration (SFTP) is purchased, Healthmonix will: • Enable an SFTP site to allow Customer to upload data in an approved format with valid data, or Healthmonix will receive data made available by EHR Vendor listed on sales order and delivered to Healthmonix in a format compatible with Healthmonix specifications. The MIPS Platform will use the uploaded data for the purposes of aggregating data, calculating quality measures, displaying resulting quality measure performance and reporting rates, providing gaps in care reports and exports, and finally submitting quality measure performance (as authorized by Customer) to CMS. The MIPS Platform will aggregate data on a patient level based upon unique patient identifiers provided by the Customer. Additional Patient Matching based on demographic data is available for an additional fee.
Term:	The Term of this Services Schedule shall commence on the date of the signed sales order and shall continue in effect for the purchased Program Year(s) for QPP data to CMS. A "*Program Year*" includes a 12-month calendar year and a 3-month reporting window; extensions to the reporting window by CMS will be honored by Healthmonix. This Service Schedule shall then automatically renew each January 1 on the same terms set forth herein for additional consecutive terms of one Program Year unless either party provides written notice to the other party at least 3 months prior to the end of the current Program Year.
Fees:	The fees listed on the sales order shall be paid according to the payment terms on the signed sales order. For each of the subsequent Program Years, Healthmonix will invoice Customer annually in advance of each Program Year with payment due within 30 days of invoice date unless otherwise expressly stated in the sales order. Customer acknowledges that timely payment of renewal fees is required to support Healthmonix's ongoing delivery of services for the applicable Program Year. Additional provider licenses can be ordered throughout each Program Year. Customer shall notify in writing to Healthmonix the number of additional licenes required and Healthmonix will provide a sales order and/or invoice with amounts to be paid within 30 days of the invoice date.

| | 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.

Multi-Year Renewal Payment Terms. For multi-year agreements, the applicable Order Form shall specify the fees, invoicing timing, and payment due dates for each Program Year covered by the Term, including future renewal years. Customer agrees that renewal payment obligations are not contingent upon the execution of a new Order Form unless expressly stated otherwise.

Condition of Continued Services. Healthmonix's obligation to provide services for any Renewal Program Year is expressly conditioned upon Customer's timely payment of the applicable renewal fees in accordance with this Agreement. Failure to remit payment by the applicable due date may result in suspension of services until payment is received. |