

Assessor's Parcel Number: N/A

Date: JUNE 12, 2018

Recording Requested By:

Name: KAREN, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

AGREEMENT #2018.117

(Title of Document)

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of May, 2018 (with an "Effective Date" of July 1, 2018), by and between Douglas County Community Health ("Client") and RPM Billing LLC, a Nevada limited liability company ("RPM").

RECITALS:

1. RPM is in the business of providing billing services for medical practices.
2. Client provides community health services.
3. Client wishes to engage RPM to provide billing services for Client on the terms, provisions and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Billing and Collection Services.** For and in consideration of the payments described in Section 4 below, RPM shall, except as otherwise expressly provided herein, be responsible for and shall, as the exclusive billing and collection agent of the Client, bill and collect all patient accounts (the "Accounts") generated by Client and its employees and independent contractors. In this regard, RPM hereby is appointed as Client's billing and collection agent consistent with 42 C.F.R. Section 424.80(b)(5). Client shall fully cooperate with RPM so that RPM may satisfactorily complete its responsibilities regarding its billing and collection services. RPM shall provide, on a monthly basis to Client, a statement of the amounts billed and collected from patients and Medicare, private insurance or other third-party payors ("Billing and Collection Statement"), within five (5) days from the end of which month for which said statement is applicable. RPM shall use its reasonable best efforts to bill and collect on behalf of Client. The parties respective duties and responsibilities shall include, without limitation, the following:

(a) RPM shall conduct patient file maintenance, including without limitation, data entry and transaction posting for adjustments and payments, provided, however, that Client shall be responsible for collecting patient demographic data and charges and payments made in cash by patients at Client's offices.

(b) RPM shall conduct follow-up activity regarding the billing for patients' services;

(c) RPM shall coordinate referral to attorneys or other agents of RPM's choice, after consultation with and approval by Client, to initiate collection of unpaid patient charges when said charges remain unpaid at least 120 days from the date of billing.

(d) RPM shall prepare billing and Collection management reports, and meet over the phone or travel to Client once per month to present such reports;

(e) RPM shall use eClinicalworks software unless Client recommends otherwise;

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(f) RPM shall Set up and provide electronic billing private insurance or other third-party payors which may have such electronic billing capabilities.

(g) Client shall perform those services associated with obtaining insurance information, consents from patients, charge capture, the entering of patient demographics and other such services performed at the Center.

(h) Client shall be responsible for ensuring all coding and billing is 100% compliant, based on thorough medical documentation, and timely at all times.

(i) For purposes of the duties of RPM as Client's billing agent, RPM agrees to bill all claims on behalf of Client within seven (7) business days of RPM's receipt of complete and accurate Patient Information (as such term is defined below). RPM shall provide Client with written notice (the "Billing Notice") of all rejected claims within seven (7) business days of RPM's receipt of an applicable Explanation of Benefits ("EOB"), in cases where RPM requires Client's assistance to try to turn the denial into payment. In the event that the EOB identifies information that has not previously been provided by Client to RPM, then the Billing Notice shall expressly identify the additional information needed from Client to rebill the claim, and RPM shall rebill the rejected claim within five (5) Business Days of its receipt of such additional information from Client. For the purposes of this Agreement, "Patient Information" shall, unless subsequently modified by state or federal law, be defined to mean:

(i) Patient demographic information such as patient name, address, age and telephone number, social security number, and a photocopy of the patient's driver's license, passport or other identification card;

(ii) When applicable, patient insurance information, including, when applicable, the patient's plan or group number and a photocopy of the patient's insurance card;

(iii) Patient and counter form/charge tickets (which may exist in electronic format in the system) including the following information:

- (1) ICD, CPT, and/or DSM Code and diagnosis;
- (2) Evidence of any referral required by a third party payor;
- (3) Third party payor pre-authorization number, as applicable;
- (4) Date and place of service;
- (5) Name of physician providing service; and
- (6) Such other "protocols" described by third party payors from time to time;

Client shall also be responsible for timely providing to RPM all information regarding patient co-payments and deductibles received by Client including, without limitation, the date and amount of such deductibles and co-payments.

Client shall provide and confirm all daily bank deposit information to RPM for the purposes of balancing Cash to AR in order to ensure that internal controls are sufficient.

2. Standards.

(a) At all times during the term of this Agreement, Client shall comply with documentation standards of all involved payors then in effect and all applicable law and regulation.

(b) At all times during the term of this Agreement, Client is solely responsible for the codes assigned to patient charts, including, but not limited to, the accuracy, legality and appropriateness of such codes; Client shall be responsible for the accuracy of fee schedules; and the accuracy of all other data provided to RPM for billing purposes (collectively, "Coding Data").

3. Designation of Account Manager and Other Personnel. RPM shall designate an individual as Client's account manager (the "Manager") who shall be primarily responsible for the Accounts and the performance by RPM of the terms of this Agreement. The Manager shall further serve as the liaison of RPM to the Client. At Client's request from time to time, the Manager, as well as any RPM personnel assigned to be on the Client's site, may be removed and another individual, who is mutually acceptable to Client and RPM, shall be designated as Manager. Jonathan Marshall shall serve as Manager for Client in the beginning.

4. Term. This Agreement shall commence on the Effective Date and shall remain in effect unless terminated by either party, for any reason, through written notice of at least ninety (90) days. Client agrees that in the event of termination for any reason, RPM shall continue to collect net patient revenues and its Billing Fees (as defined hereto in Section 5) for any and all accounts billed prior to the termination date.

5. Compensation. As compensation for the billing and collection services performed by RPM, Client agrees to pay RPM an amount equal to 12.0% of the net patient revenues collected by RPM for and on behalf of Client in the ordinary course of its business (the "Billing Fees"). For purposes of this Section 5, the term "net patient revenues" shall mean gross collections minus any offsets, recoupments, refunds, or reapplication of revenues in order to address adjustments by third party payors including, without limitation, Medicare or Medicaid. Client is not required to pay additional fees per claim billed each month. The Billing Fees shall be paid on a monthly basis, based upon the patient revenue collected by last day of the particular month and shall be payable by Client within seven (7) days of receipt of RPM's invoice.

6. Confidentiality and Privacy.

A. Confidential Information. RPM acknowledges and agrees that, in the course of the performance of its duties under the terms of this Agreement, RPM may or will gain access to Confidential Information of Client. For the purposes of this Agreement, "Confidential Information" shall mean any and all information, written or oral and regardless of the medium in which produced, communicated or stored, regarding Client or Client's business, business plans, trade secrets, and operations, and including, without limitation, the pricing utilized by Client, Client's contracts, Client's patient lists, fee schedules and Client's patients (including patient identity, diagnosis and medical history). RPM agrees that, without Client's prior written consent which consent may be granted, withheld, revoked or rescinded in Client's sole discretion, RPM

shall not release, disclose, disseminate or publish any Confidential Information except to the extent necessary for RPM to perform its services under the terms of this Agreement and, in that event shall disclose only such information as may be minimally necessary.

B. Privacy. Client and RPM shall execute and comply with the Business Associate Agreement attached as Exhibit A.

7. No Assignment of Benefits. The parties acknowledge and agree that this Agreement is not intended to constitute, and shall not be construed or deemed to constitute, an assignment of benefits within the meaning of Section 1842(b)(6)(a) of the Social Security Act, 42 U.S.C. § 1395(u)(b)(6)(a), and the Rules and Regulations promulgated thereunder.

8. Access to Books and Records by Third Parties. In addition to the other obligations of RPM described herein, RPM agrees that, to the extent required by Section 1861(v)(1)(i) of the Social Security Act or similar state or federal law, if the cost or value of this Agreement is \$10,000.00 or more over any twelve (12) month period, then, until the expiration of four (4) years after the furnishing of services provided for under this Agreement, RPM will make available to the secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.

9. Indemnification.

(a) Client shall indemnify and hold harmless RPM, its officers and directors, from and against all claims, suits, obligations, liabilities, damages and expenses, including without limitation reasonable attorneys fees ("Losses"), based upon, arising out of or resulting from (i) Client's failure to comply with Documentation Standards, (ii) any and all claims of any third party for alleged liabilities related to Client's submission to RPM of inaccurate Coding Data and (iii) any negligent acts or omissions of any Client employee or shareholder, (iv) any claims of professional liability resulting from the acts or omissions of any Client employee or shareholder and (v) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including without limitation, reasonable legal fees and expenses, incident to any of the foregoing or incurred in attempting to oppose the imposition thereof, or in enforcing this indemnity.

(b) RPM hereby agrees to indemnify and hold harmless Client, its officers and directors, from and against all Losses based upon, arising out of or resulting from (i) any negligent acts or omissions of any RPM employee and (ii) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including without limitation, reasonable legal fees and expenses, incident to any of the foregoing or incurred in attempting to oppose the imposition thereof, or in enforcing this indemnity.

10. Power of Attorney. Client hereby designates, makes, constitutes and appoints RPM (and all persons designated by RPM from time to time) for the term of this Agreement and for purposes accomplishing the duties set forth in therein above, as Client's true and lawful attorney and agent-in-fact for the purposes of performing this Agreement, and RPM, and any agent of RPM, may without notice to Client execute, endorse, accept and deliver in the name of Client, any and

all checks, orders, drafts or any other instrument evidencing the right to payment and receive cash or any other form of payment in the name of, and on behalf of, Client and shall be, and hereby is, authorized to deposit any and all funds collected in a deposit account for the benefit of Client.

11. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, and shall be deemed given when so delivered personally or by facsimile, or if mailed, five (5) days after the date of mailing to the addressees shown on the signature page, or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of law. The parties hereby submit to the jurisdiction of the 9th Judicial District Court in and for Douglas County, State of Nevada for the purpose of any actions or proceedings which may be required to enforce any provision of this Agreement.

13. Independent Contractor. RPM is retained by Client only for the purposes and to the extent set forth in this Agreement, and this relationship with Client during the term of this Agreement shall be that of an independent contractor. RPM shall not be deemed an employee, agent, partner, joint venturer, officer, principal, associate, or other representative of Client. Each party hereto shall pay for all Social Security, withholding tax, unemployment insurance, workers' compensation insurance, and all other similar expenses with respect to its own employees and will indemnify the other against all loss, damage, expense, claims and liabilities resulting from the failure to pay same. Additionally, as an independent contractor, RPM shall be free to dispose of such portions of its entire time, energy and skill as it is not obligated to devote hereunder to Client in such a manner and to such persons, corporations or other entities as it deems advisable.

14. Assignment. Nothing in this Agreement shall permit assignment by a party without the express prior written consent of the other, except that RPM, upon reasonable notice shall have the right, without the consent of Client, to assign all or any portion of its rights, duties and obligations under this Agreement to any subsidiary or other affiliate of RPM.

15. Attorney's Fees. In the event of a dispute hereunder, the prevailing party shall be entitled to all of its costs incurred in connection with the disposition of such dispute, including, without limitation, reasonable attorneys' fees and costs through all trial and appellate levels and post judgment proceedings.

16. Amendments. This Agreement shall not be changed or modified except by an instrument in writing executed by both parties hereto. Without limiting any other provision herein, in the event that rules, policies, directives and/or orders of the United States Department of Health and Human Services or any other applicable federal, state, or local agency or third-party payor necessitate modifications or amendments to this Agreement, the parties hereto agree to so modify or amend this Agreement to conform with such rules, policies, directive and/or orders, provided they do not materially affect the duties and obligations of the parties hereunder.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument.

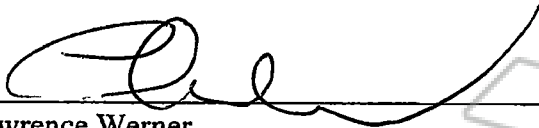
[Signatures on following page.]



IN WITNESS WHEREOF, the parties hereby agree to all of the terms written in all of the preceding pages of this Agreement.

Effective Date of this Agreement: July 1, 2018
(Date on which RPM shall commence services.)

CLIENT: Douglas County, Nevada

By: 
Lawrence Werner

Its: Douglas County Manager

Address: 1594 Esmeralda Ave, Minden, NV 89423

Phone: 775-782-9821

RPM BILLING LLC

By: 
Jonathan Marshall, President

Date: 5/24/18

Address: 5470 Reno Corporate Drive, Reno, NV 89511

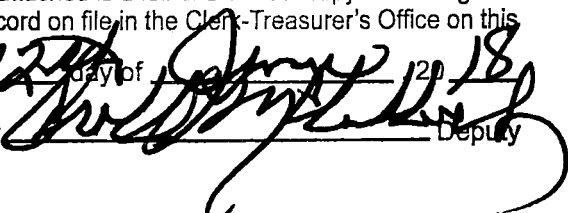
Phone: (775) 335-9932

Email: jon@rpmbilling.com

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12th day of January, 2018
By  Deputy