

## Agreement for Services-SPOTCHECK® on the Internet

1. According to the terms of this Agreement Insurance Benefit Spot Check, Inc. (Company) will furnish Subscriber with the SPOTCHECK® system of insurance benefits verification services and other related services the Company has established.

2. Subscriber is responsible, at its cost, for supplying and maintaining its own system used to create, transmit and receive eligibility request files to be processed by the Company.

3. Subscriber shall pay to Company all charges set forth in this Agreement for Services. Company may bill Subscriber monthly for all charges incurred by Subscriber. Subscriber agrees to pay Company the balance owed monthly in arrears, and to further pay one percent (1.0%) per month, service charge on all invoices not paid within 30 days of date of invoice. In the event that any invoices are not timely paid as provided for herein, Company may, in addition to any other rights or remedies it may have under this agreement or at law, and upon written notice by Company, terminate this agreement and Subscriber's use of the SPOTCHECK® system.

4. Company shall have the right to adjust prices for any of the services it provides with 90 days written notice. Any modification based upon this provision of the agreement will fix the base rate for charges at the same level for a period of one (1) year.

5. Notwithstanding any other provision of this agreement, or the prices set forth in this Agreement for Services, Schedule A hereto, Company shall have the right to increase its fees and charges paid by Subscriber to offset any increase in rates charged by the communications common carriers and/or network time sharing suppliers. Any such increase shall become effective on the same day of the increase in rates charged by the communications common carrier or the network time-sharing supplier becomes effective, without prior written notice to Subscriber.

6. Notwithstanding any other provisions of this agreement, Company shall have the right to increase the fees and charges paid by Subscriber to offset any increases to Company that the cost of providing services hereunder if the rules regulations and operating procedures of any financial institution, federal, state or local agency or regulatory authority result in such direct cost increase. Any such increase shall become effective on the same days as the increase and rates, provided that Company shall give Subscriber written notice in advance of any cost adjustment hereunder.

7. Limitations of liability and exclusion of services:

7a. Company shall not be liable for failure to provide services under this agreement if such failure is due to any cause or condition beyond its control, such causes or conditions including, but not be limited to, acts of God or the public enemy, acts of government, fires, floods, earthquakes, epidemics, quarantine restrictions, unusually severe weather, electrical power failures, operational failures, computer malfunctions, or other causes or events not within the control of Company.

7b. Company shall have no obligation to provide services that would be rendered necessary because of modifications to or adjustments of the equipment used to process the SPOTCHECK transactions.

7c. Company agrees to use its best efforts to provide prompt and efficient service at all times; however, company makes no warranties or representations regarding its services except as specifically stated in this subparagraph. Company shall use due care in processing all works submitted to it by Subscriber and agrees that it will, at its expense, correct any errors which are due solely to malfunction of computer operating systems, programs, or errors by Company employees or its agents. Correction shall

be limited to a re-running of the job or jobs and/or recreating of data or program files. Company shall not be responsible in any manner for errors or failures to proprietary systems, programs, software or operational systems.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND SUBSCRIBER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

7d. Should there be any failure of performance or errors or omissions with respect to the information being transmitted, Company's liability shall be limited to using its best efforts to correct such failure of performance or errors or omissions. In no event, except as specifically set forth herein, shall Company be liable to Subscriber or any third parties, including Subscriber's patients/customers, for any claim, loss or damage, ordinary, special or consequential, or otherwise, even if Company has received notice of the possibility of such damage.

7e. Due to the nature of the services being provided by Company, it is agreed that in no event will Company be liable for any claim, loss, correction, cost, damage or expense caused by Company's performance or failure to perform hereunder which is not reported by Subscriber within thirty (30) days of such failure to perform.

7f. Subscriber shall indemnify and hold Company harmless from and against any and all claims, loss, damage or expense assessed against Company by third parties and arising out of information provided to Company by Subscriber or other persons at Subscriber's request, or by officers, employees and agents of Subscriber.

7g. Liability of Company in any and all of the categories and for any and all of the causes arising out of this agreement shall not exceed, in the aggregate, one (1) month's average billing to Subscriber taken over the twelve (12) months preceding the month in which the damage or injuries alleged to have occurred, or if this agreement has been in effect for less than twelve (12) months, then over the average billing for the number of months in which this agreement has been in effect.

7h. Subscriber acknowledges that all transactions are subject to information outside Company's control, which information may not be accurate. Company shall not be liable for the failure or error in communications by any insurance company, credit card company or financial institution of the verification, authorizations or responses to inquiries directed to it through use of the SPOTCHECK system. Subscriber is responsible, at its cost, for any use of the SPOTCHECK system, even where there is a subsequent cancellation, modification or amendment to the information provided through use of the SPOTCHECK system by any insurance company or Subscriber, or their respective agents. Subscriber acknowledges that acceptance of the transaction by or responses through a SPOTCHECK system do not guarantee payment for any services provided by Subscriber to its patients. All information given to providers on computer screens is subject to change. Eligibility may change or end before services are rendered.

8. Company maintains the right, at its sole discretion, to subcontract any or all of the services to be provided pursuant to this agreement through the use of an employee, agent, or independent contractor.

9. Either party upon 30 days advance written notice may terminate this Agreement. Subscriber acknowledges that it

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remains obligated to pay any sums due Company, even if there should be a termination of this agreement.

10. Subscriber may not assign, delegate or otherwise transfer any of its rights or responsibilities under this agreement, in whole or in part, without the express written consent of Company, which consent Company will not unreasonably withhold from Subscriber. Any purported assignment, delegation or transfer, including by operation of law, shall be void except as herein above stated.

11. Any and all notices, requests, consents and other communications required or permitted to be given hereunder shall be made in writing, and shall be personally delivered or mailed postage prepaid. Until otherwise notified, notices directed to Company shall be directed to Insurance Benefit Spot Check, Inc., 1010 Hurley Way, Suite 180, Sacramento, California 95825. Until notified to the contrary, any notices to Subscriber shall be directed to its principal office address specified herein. Notices shall be deemed effective upon the date of personal delivery or three (3) days after deposit in the mail.

12. In the event of any claim or litigation between the parties hereto of their successors and assigns, concerning any provision of this agreement, or the rights, duties and obligations of any party hereto, their successors and assigns, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred by reason of such claim or litigation.

13. The invalidity or illegality, in whole or in part, of any paragraph or provision of this agreement shall in no way affect the validity of any other paragraph or provision herein.

14. This Agreement shall be governed by and interpreted under the laws of the State of California. The parties agree that this Agreement is entered into at and its place of performance is Sacramento, California.

15. This Agreement, including any contractual documents such as Schedules, Appendixes, Agreements, Applications, and other required forms included with the Application package, express the final, complete and exclusive agreement of the parties relative to the subject matter hereof, and replace any and all former agreements, verbal or written understandings, solicitations, offers, and representations relating to Company's performance in connection with this agreement.

16. Notwithstanding usages of the trade or practices in the computer industry, insurance or medical field, except as expressly provided herein, this Agreement and any provision hereunder may only be waived, modified or amended by written instrument executed by the party against whom the enforcement of such waiver, modification or amendment is sought.

17. CONFIDENTIALITY- Subscriber, its employees, vendors and clients recognize, acknowledge, and hereby agree that all information or data provided through the SPOTCHECK® Network will be treated as confidential and proprietary and shall not be used or disclosed, in whole or part, to any person, firm, corporation, association, or other entity, except as provided for in this Agreement. Subscriber further agrees to abide by the provision of state and federal statutes and Medicaid and Medicare regulations regarding confidentiality. Subscriber access to eligibility information is hereby restricted for the sole purpose of obtaining eligibility verification for patients and potential patients of Subscriber requesting medical services covered by Medicaid or Medicare or any other Health Plan or Proprietary Database offered through the SPOTCHECK Network.

18. HIPAA COMPLIANCE – Each party will use commercially reasonable efforts to materially comply with the federal privacy regulations as contained in 45 CFR Parts 160 through 164 (the “Federal Privacy Regulations”) and the federal security standards as contained in 45 CFR Part 142 (the “Federal Security Regulations”) that are applicable to such party by the timeframe mandated by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Each party must establish appropriate administrative, technical and physical safeguards to protect the security and confidentiality of information and data communicated and processed hereunder. Each party will provide adequate supervision and training to its employees and agents regarding such security and confidentiality requirements and safeguards. Each party agrees to immediately notify the other party of any unauthorized attempts to access or tamper with electronic data. Should a party become legally bound to disclose any such confidential information, such party shall immediately notify the other party regarding such obligation and cooperate with such other party in protecting its interests, including restricting the scope of the required disclosure and obtaining an appropriate protective order. The parties agree to make protected health information and the internal books and records of such party available to the extent required by Section 164.502(e)(2) of HIPAA. A material breach of this provision will be grounds for the non-breaching party to terminate the Agreement. Each party shall cause each of such party's agents or subcontractors with access to protected health information under HIPAA to agree to provisions substantially similar to the HIPAA provisions contained in this provision.

19. If during the time of this Agreement, the Subscriber becomes terminated, barred or suspended from the Medicaid or Medicare program, the Subscriber must cease providing eligibility information and hence terminate its Agreement with the Company.

This is not a binding agreement unless countersigned by an authorized representative of Company.

By signing below, you acknowledge that you have read and understand the Agreement and the accompanying Schedule 'A' and that you will subscribe to the SPOTCHECK services and electronic draft capture services under the terms and conditions set forth in the Agreement.

Date: \_\_\_\_\_

IBSC accepts the subscription of Applicant and agrees to be bound by the terms and conditions set forth above.

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_