

NSA Convening Provider Tool

PURPOSE:

To create a web-based system that meets CMS federal requirements for Price Transparency (January 1st 2021) and provide Good Faith Estimate (GFE) and Notice and Consents NSA January 1st 2022, plus allowing the User to determine their share of cost for healthcare services.

DELIVERABLES:

- **PARAREv** will deliver as part of the NSA Convening Provider Tool (“Tool”) the following:
 1. Online Good Faith Estimates (GFE) in accordance with the CMS' 2022 requirements of the No Surprises Act.
 2. NSA Disclosure Notice – state specific fillable form.
 3. NSA Right to Receive a Good Faith Estimate – printable form.
 4. NSA Notice and Consent – fillable form.

- If selected, **PARAREv** will deliver as part of the Price Transparency Tool Enhancement (“PTTE”) the following:
 1. A complete listing of all services and charges available at the hospital.
 2. Patient price estimator.
 3. Payer specific reimbursement information and the deidentified high, low, average, and median rates for all services and charges available at the hospital.
 4. CMS defined 70 services plus 230+ services at the discretion of the hospital with payer specific reimbursement information and de-identified high, low, average, and median rates.

- **PARAREv** will provide PROVIDER a web-based control panel to allow updates and changes to the estimator on an ongoing basis (i.e., update prices, change benefit plans, add services, etc.).

- **PARAREv** will provide an optional insurance and benefit plan allowing any Patient to enter their own benefit information to calculate their cost.

- **PARAREv** will provide Medicare and Medicaid terms (where applicable) allowing Patients to calculate their cost and will incorporate the PROVIDER’s self-pay discount to allow self-pay Patients to calculate their cost.

- **PARAREv** will provide an option for the price estimate to be printed and will provide links and referrals to financial counseling, charity care policies, quality ratings, Patient satisfaction scores, and other information deemed pertinent by the PROVIDER.

- **PARAREv** will provide an internal web-based tool to review all registrations, estimates, and eligibility checks created by Patients. Statistics are tracked in the PARAREv Data Editor (PDE) according to general use, visits by date, top estimates by service, estimates by insurance, and file downloads.

- **PARAREv** shall process any data and/or updated file(s) submitted by the PROVIDER via the PARAREv File Transfer link within the PARAREv Data Editor, that is relevant to the scope of services outlined in the Tool and by this reference specifically made a part hereof, within 10 business days from date of submission.

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DATA REQUIREMENTS:

To get started PARAREv will only need the following:

1. Current CDM (both facility and professional)
2. Account Header and Transactions – 12 months of history
3. HIM codes
4. Contract Payer Information (xls matrix)

PARAREv may need the supplemental files but will notify PROVIDER, if needed:

1. 837 EDI files – 6 months of history

PTTE Data Requirements can be found in Exhibit A.

ADDITIONAL REQUIREMENTS:

PARAREv maintains all information technology (IT) infrastructure with Onramp which operates in a SSAE 16/AICPA SOC 2 Type 2 standards and undergoes continuous third party audits for compliance. The Statement on Standards for Attestation Engagements no. 16 (SSAE 16) is the new “attest” standard put forth by the Auditing Standard Board (ASB) of the American Institute of Certified Public Accountants. Formerly known as “SAS 70”, an SSAE 16 audit includes controls over information technology and related processes, policies and procedures, including operational activities, and validates everything is performing at optimal standards regarding security, availability and operating integrity. As an SSAE 16/AICPA SOC 2 Type 2 certified PARAREv Onramp has been audited by third party on control activities related to: Logical and Physical Access, Security of Environment and Information, Back-up/Recovery and Secure Storage.

PARAREv’s servers, databases, and applications are connected to the Internet through multiple, redundant backbone routers and switches for optimum/fail-over routing. This provides PARAREv with a resilient and redundant facility and network designed to provide continuous connectivity to the Internet and therefore to the end user. All scheduled maintenance takes place on the weekends during off hours (12am-6am). PARAREv’s applications are continuously monitored 24 hours/day for availability and critical IT staff notified immediately if there is a failure.

Physical access to PARAREv’s hardware is strictly enforced via magnetic card readers through the Network Operations Control room staffed 24x7x365. Only the most critical IT employees are granted such access with government issued photo identification. All exterior and interior areas are monitored by CCTV 24x7x365 and server racks locked at all times. All applications and underlying data are secured via strict permission-based user access utilizing strong passwords and rigorous staff security policies. PARAREv does not initiate or accept the insecure transmission of PHI or otherwise confidential data. Web-based applications and data files that contain sensitive information are transmitted over the Internet via secure sockets layer and encrypted up to 1024 bits.

U.S. Government Rights: This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60510. U.S. Government rights to use, modify, reproduce, release, perform, display or disclose these technical data and/or computer data bases and/or computer software and/or computer software and/or computer software documentation are subject to the limited rights

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restrictions of DFARS 252.227-7015(b) (2) (November 1995) and/or subject to the restrictions of DFARS 227.7202 -1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

TIMELINE:

Ninety (90) days from submission of PROVIDER'S complete data set.

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This **Master Services Agreement** ("AGREEMENT") is made by and between **IHA Solutions Hospital** members ("PROVIDER"), with its principal place of business at _____ and PARA HealthCare Analytics, LLC, a subsidiary of CorroHealth, Inc. ("PARA"), a Delaware limited liability company.

- ____ Adams Memorial Hospital - 151330
- ____ Ascension St Vincent Anderson (FKA St Johns) - 150088
- ____ Ascension St Vincent Carmel - 150157
- ____ Ascension St Vincent Clay - 151309
- ____ Ascension St Vincent Dunn - 151335
- ____ Ascension St Vincent Evansville (FKA St Marys - Evansville Campus) - 150100
- ____ Ascension St Vincent Hospital - Indianapolis - 150084
- ____ Ascension St Vincent Jennings - 151303
- ____ Ascension St Vincent Kokomo - 150010
- ____ Ascension St Vincent Mercy - 151308
- ____ Ascension St Vincent Randolph - 151301
- ____ Ascension St Vincent Salem - 151314
- ____ Ascension St Vincent Warrick (FKA St Marys Warrick) - 151325
- ____ Ascension St Vincent Williamsport (FKA St Vincent Williamsport) - 151307
- ____ Bluffton Regional Medical Center - 150075
- ____ Cameron Memorial Community Hospital - 151315
- ____ Clark Memorial Hospital - 150009
- ____ Columbus Regional Hospital - 150112
- ____ Community Hospital - 150125
- ____ Community Hospital Anderson - 150113
- ____ Community Hospital East - 150074
- ____ Community Hospital North - 150169
- ____ Community Hospital of Bremen - 151300
- ____ Community Hospital South - 150128
- ____ Community Howard Regional Health - 150007
- ____ Deaconess Gibson Hospital - 151319
- ____ Deaconess Midtown Hospital - 150082
- ____ Dukes Memorial Hospital - 151318
- ____ Dupont Hospital - 150150
- ____ Elkhart General Hospital - 150018
- ____ Eskenazi Health (AKA Sidney & Lois Eskenazi Hospital) - 150024
- ____ Fairbanks - 150179
- ____ Franciscan Health Carmel (FKA... St Francis Health - Carmel) - 150182
- ____ Franciscan Health Crawfordsville - 150022
- ____ Franciscan Health Crown Point - 150126
- ____ Franciscan Health Dyer - 150090
- ____ Franciscan Health Hammond - 150004
- ____ Franciscan Health Indianapolis - 150162
- ____ Franciscan Health Lafayette East - 150109
- ____ Franciscan Health Michigan City - 150015
- ____ Franciscan Health Mooresville - 150057
- ____ Franciscan Health Munster - 150165
- ____ Franciscan Health Rensselaer - 151324
- ____ Good Samaritan Hospital - 150042
- ____ Goshen Health Hospital - 150026
- ____ Greene County General Hospital - 151317
- ____ Hendricks Regional Health - Danville Hospital - 150005
- ____ Indiana Orthopaedic Hospital - 150160
- ____ IU Health Arnett Hospital - 150173
- ____ IU Health Ball Memorial Hospital - 150089
- ____ IU Health Bedford Hospital - 151328
- ____ IU Health Blackford Hospital - 151302
- ____ IU Health Bloomington Hospital - 150051
- ____ IU Health Frankfort Hospital - 151316
- ____ IU Health Jay Hospital - 151320
- ____ IU Health Methodist Hospital - 150056
- ____ IU Health North Hospital - 150161
- ____ IU Health Paoli Hospital - 151306
- ____ IU Health Tipton Hospital - 151311
- ____ IU Health West Hospital (FKA Clarian West Medical Center) - 150158
- ____ IU Health White Memorial Hospital - 151312
- ____ Kings Daughters Health - 150069
- ____ Kosciusko Community Hospital - 150133
- ____ Logansport Memorial Hospital - 150072
- ____ Lutheran Hospital - 150017
- ____ Margaret Mary Health (FKA Margaret Mary Community Hospital) - 151329
- ____ Marion General Hospital - 150011
- ____ Memorial Hospital and Health Care Center - 150115
- ____ Memorial Hospital of South Bend - 150058
- ____ Methodist Hospitals - Northlake - 150002
- ____ Mishawaka Medical Center (FKA St Joseph Regional Med Center) - 150012
- ____ Monroe Hospital - 150183
- ____ Northwest Health - La Porte (FKA La Porte Hospital) - 150006
- ____ Northwest Health - Porter (AKA Porter Regional Hospital) - 150035
- ____ Northwest Health - Starke (FKA Starke Hospital) - 150102
- ____ Parkview DeKalb Hospital (FKA DeKalb Memorial Hospital) - 150045
- ____ Parkview Huntington Hospital - 150091
- ____ Parkview LaGrange Hospital - 151323
- ____ Parkview Noble Hospital - 150146
- ____ Parkview Ortho Hospital - 150167
- ____ Parkview Regional Medical Center - 150021
- ____ Parkview Wabash Hospital (AKA Wabash County Hospital) - 151310
- ____ Parkview Whitley Hospital - 150101
- ____ Perry County Memorial Hospital - 151322
- ____ Physicians Medical Center - 150172
- ____ Pinnacle Hospital - 150166
- ____ Plymouth Medical Center - 150076
- ____ Reid Health (FKA Reid Hospital & Health Care Services) - 150048
- ____ Riverview Health Noblesville Hospital - 150059
- ____ Schneck Medical Center - 150065
- ____ Scott Memorial Hospital - 151334
- ____ St Catherine Hospital - 150008
- ____ St Elizabeth Dearborn (FKA Highpoint Health) - 150086
- ____ St Joseph Hospital - 150047
- ____ St Mary Medical Center - 150034
- ____ St Vincent Fishers - 150181
- ____ St Vincent Heart Center of Indiana - 150153
- ____ Sullivan County Community Hospital - 151327
- ____ Terre Haute Regional Hospital - 150046
- ____ The Heart Hospital at Deaconess Gateway - 150175
- ____ The Orthopedic Hospital (FKA Lutheran Musculoskeletal Center) - 150168
- ____ The Womens Hospital (AKA Deaconess Womens Hospital) - 150149
- ____ Union Hospital - 150023
- ____ Union Hospital Clinton - 151326
- ____ Unity Medical and Surgical Hospital - 150177

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1. PROVIDER hereby engages PARARev to provide the NSA Convening Provider Tool (“Tool”) to PROVIDER, a more complete description is provided within the Tool and by this reference specifically made a part hereof.

2. Tool Fees:
 - A. Implementation \$22,466 (one-time fee)
 - Includes implementation of NSA Co-Provider Portal across 2 NPIs
 - Includes implementation of NSA Convening Provider Tool
 - Includes implementation of Price Transparency Tool Enhancement

 - B. Fee Schedules \$0 (on-time fee)
 - Payer fee schedule(s) and/or Managed Care contract(s) loaded by PARARev

 - C. 1st Year Subscription \$3,933 (Quarterly)
 - Includes NSA Co-Provider Portal
 - Includes NSA Convening Provider Tool
 - Includes Price Transparency Tool Enhancement

 - D. Authorized User Fees \$238 (Annual fee adjusted by # of users)
 - Includes 4 NSA Co-Provider Portal user license(s)
 - One (1) Co-Provider user license covered for first year in implementation fee per NPI

\$38,435

\$16,207

Total First Year Fees

Ongoing Annual Fees (includes quarterly subscription fees and Authorized User Fees for 4 NSA Co-Provider Portal licenses)

Additionally, if the Provider is interested in the PARA Co-Provider application, the following fees will apply.

1. \$664 for the set-up (per NPI) which includes 1st User for 1 year
2. 1st User after 1st year \$119 per year
3. \$470 quarterly fee (per NPI), invoiced 30 days after initial download of the app
4. \$119 for Users 2 + at the time they are added to the app
5. \$119 for PARA to load Payer fee schedule contracts

ADDITIONAL SERVICES (select services below):

_____ Eight (8) hours of PARARev’s staff time is included in the core Tool set-up fee, for package building (i.e., common associated ancillary charges), thereafter billed at \$125.00 per hour.

_____ Custom programming services requested will be billed at \$125.00 per hour. Prior to any additional services being billed, PARARev will provide PROVIDER with a written estimate of expected hours for approval.

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- _____ Twenty (20) End Users are included in PARAREv Data Editor (PDE) system Tool, all Users are non-transferable, thereafter \$100.00 per End User per year.
- _____ Processing of 837/835 claims data - \$.10 per electronic claim.
- _____ PROVIDER may request additional reports or extracts for pricing, billing, coding, and compliance outside of contracted scope of service and/or additional consulting services, billed on time and materials at \$125.00 per hour.
3. Payment shall be made within 30 days from the invoice date by PROVIDER. Failure by PROVIDER to promptly remit payments as called for herein will entitle PARAREv to an interest charge, until paid, computed at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law.
 4. This Agreement is effective and binding upon the parties on the date of engagement (the "Effective Date"). The initial term of this Agreement begins on the Effective Date and continues for one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew each year for one (1) year (a "Renewal Term") unless PROVIDER or PARAREv provide sixty (60) day notice not to renew any such Renewal Term. Each Renewal Term will be subject to then current pricing as stated in the PARAREv fee schedule; provided PARAREv notifies PROVIDER of any change in pricing at least ninety (90) days ahead of any such Renewal Term. Collectively the Initial Term and the Renewal Term(s) shall be referred to as the "Term".
 5. PARAREv GRANTS TO PROVIDER A NON-EXCLUSIVE NON-TRANSFERABLE LICENSE TO USE THE TOOL AS PROVIDED IN THIS AGREEMENT. THE TOOL IS LICENSED BY PARAREv TO PROVIDER FOR PROVIDER'S USE ONLY ACCORDING TO THE TERMS OF THIS AGREEMENT. PROVIDER agrees not to export the Tool or any copies thereof or any products utilizing the Tool in violation of any applicable laws or regulations of the United States. PROVIDER agrees to indemnify PARAREv from liability if PROVIDER violates any such laws or regulations.
 6. The Tool is copyrighted material owned by PARAREv and is protected by United States copyright law and by international treaties. PROVIDER agrees that PARAREv owns and holds title to the Tool and all subsequent copies thereof regardless of the form or media, and that all title, ownership rights, and intellectual property rights in the Tool shall remain with PARAREv. PROVIDER, or its Authorized Users, may not copy or otherwise reproduce any part of the Tool without PARAREv's prior written consent. "Authorized User" means an individual or PARAREv that has paid the applicable fees for the Tool.
 7. The parties acknowledge and agree that the parties may disclose to each other their respective Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by the party disclosing Confidential Information (the "Disclosing Party") to the party receiving Confidential Information (the "Receiving Party") in the course of performing this Agreement, including, but not limited to, any of the terms of this Agreement and any other agreements or contracts between the Parties, any trade secret, patient information (including medical and financial records), process, technique, algorithm, computer program (source and object code), design, drawing, formula, test data, know-how, other works of authorship, unpublished financial information, strategy, business plans or similar information relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing or

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personnel matter relating to the Disclosing Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form. Although certain Confidential Information will be labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, Confidential Information shall include information that the Receiving Party should otherwise reasonably construe as confidential or proprietary under the circumstances. The Receiving Party shall not disclose, provide or otherwise make available to any third party, except (a) to a subcontractor of PARARev, provided that the subcontract agrees to protect the confidentiality of the Confidential Information; (b) for auditing and accounting purposes in the ordinary course of business provided that the third party agrees to protect the Confidential Information; or (c) for legal advice from a licensed attorney, any Confidential Information of the Disclosing Party and shall use such Confidential Information on an internal organization need-to-know basis only to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of this Agreement and for no other purpose.

8. PROVIDER shall (i) maintain the confidentiality of all Tool access credentials associated with its account, and use commercially reasonable efforts to prevent unauthorized access to or use of the Tool; (ii) notify PARARev immediately if it becomes aware of any compromised access credentials or unauthorized use of the Tool; (iii) ensure that each Authorized User complies with the restrictions of this Agreement, and all documentation, rules, standards, protocols, and procedures issued by PARARev for use with the Tool; and (iv) remain liable for the act or omissions of Authorized Users.
9. PROVIDER agrees not to (i) modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Tool or assist someone in performing such prohibited acts; (ii) access or use the Tool for any purpose other than the intended purpose of the service; (iii) remove or obscure any proprietary information, copyright or other notices from the Tool or any related documentation; (iv) knowingly or negligently introduce any viruses, malware or other malicious or harmful code to the Tool; or (v) transfer or assign this Agreement or the Tool to another party without the prior written consent of PARARev. If such consent is given and PROVIDER transfers or assigns the Tool and/or this Agreement, then PROVIDER will no longer retain the right to use the Tool. Except as set forth in this provision, PROVIDER may not transfer or assign the Tool or any rights under this Agreement. PARARev reserves the right to suspend PROVIDER or its Authorized Users use of the Tool, without liability, at any time, if PARARev determines that (i) such suspension is necessary and appropriate to comply with applicable law, regulation, or order; or (ii) the performance, integrity or security of the Tool is adversely impacted or potentially comprised by PROVIDER or its Authorized User's use or access.
10. The intellectual property of third parties may be included in the Tool ("Licensed Content"), including but not limited to the American Medical Association ("AMA"). PROVIDER is hereby provided a nonexclusive, nontransferable sublicense to use the Licensed Content, subject to the terms of this Agreement and those terms and conditions found in Exhibit A. For the avoidance of doubt, PROVIDER and its Authorized Users are End Users for the purpose of use of the Licensed Content. End Users are not permitted to further distribute Licensed Content without a sePARARev agreement between AMA and the End User. End Users are prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party a copy or portion of Licensed Content.

Fee schedules, relative value units, conversion factors and/or related components are not assigned

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by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. "CPT" is a registered trademark of the American Medical Association. All Rights Reserved.

11. It is agreed between the parties hereto that PARAREv is an independent contractor and is not, for any purpose, to be deemed an employee or partner of PROVIDER, and that this Agreement does not constitute a joint venture between the parties hereto. PARAREv is not authorized to enter into any agreements or create any obligations on behalf of PROVIDER.
12. The Tool provided by PARAREv under this Agreement is provided "AS IS," WITHOUT WARRANTY OF ANY KIND TO PROVIDER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PROVIDER'S PURPOSE; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. PROVIDER AGREES THAT ANY EFFORTS BY PARAREv TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE DISCLAIMER OF WARRANTIES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE TOOL REMAINS WITH PROVIDER.
13. PARAREv shall upon the written request of the Secretary of Health and Human Services of the Comptroller General or any duly authorized representatives make available the contract documents necessary to verify the services provided under this agreement. Such inspection shall be available up to 4 years after the rendering of such services. If PARAREv carries out any of this agreement through a subcontractor with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, PARAREv agrees to include this requirement in any such subcontract(s). This section is included pursuant to Public Law 96-499, Sec. 952 (Sec. 1861 (v) (1) of the Social Security Act). No attorney-PROVIDER, accountant-PROVIDER, or other legal privilege will be deemed to have been waived by the PROVIDER or PARAREv by virtue of this Agreement.
14. PARAREv shall not undertake to resolve any disputes or litigation on PROVIDER's behalf involving use of the services or products described herein, and PROVIDER agrees that it shall indemnify, hold PARAREv harmless and defend PARAREv against any disputes involving its use, and the use of its Authorized Users, of the Tool. PARAREv shall indemnify, hold PROVIDER harmless and defend PROVIDER against any disputes that the PROVIDER's authorized use of the Tool infringes or misappropriates the intellectual property rights of any third party, provided however that PARAREv shall have no obligation to the extent the claimed infringement or misappropriation is caused by any violation of this Agreement by PROVIDER, or the combined use of the Tool with the use of any other products, services, data, or other elements not provided by or authorized by PARAREv, or PROVIDER's continued use of the Tool after being directed by PARAREv to discontinue use.
The party seeking indemnification shall notify the other Party in writing of any claims for which it seeks indemnification hereunder with reasonable promptness after receiving notice of the claim; provided, however, that failure to give notice shall not relieve a party from its indemnification responsibilities under this Paragraph.
15. PROVIDER AGREES THAT PARAREv SHALL NOT BE LIABLE TO PROVIDER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF PARAREv WAS ADVISED OF THE POSSIBILITY OF SUCH

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DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE TO PARARev, OR PARARev WAS GROSSLY NEGLIGENT. IN NO EVENT SHALL PARARev'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY PROVIDER FOR THE TOOL. PROVIDER AGREES THAT ANY EFFORTS BY PARARev TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATION OF REMEDIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to PROVIDER. In such jurisdictions, PARARev's liability is limited to the greatest extent permitted by law.

16. This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of Delaware, without regard to its conflict of laws provisions. PROVIDER expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, PROVIDER consents to the exclusive jurisdiction of the federal and state courts located in the County of New Castle, Delaware. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating or otherwise settling or resolving such action. PROVIDER FURTHER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
17. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only by a written agreement signed by authorized representatives of both parties.
18. PARARev shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event PARARev shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
19. This Agreement is for the sole and exclusive benefit of PARARev and PROVIDER and their respective successors and permitted assigns. It shall not be deemed to be for the direct or indirect benefit of any patient or PROVIDER of the PROVIDER, and no patient or PROVIDER of the PROVIDER shall be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the foregoing, AMA shall be a third-party beneficiary under this Agreement.
20. Any notice given with respect to this Agreement shall be deemed to be given to PROVIDER at the address listed above or to PARARev at 6509 Windcrest Drive, Suite 165, Plano, TX 75024 Attn: General Counsel.
21. In the event any provision of this Agreement is found to be invalid or otherwise unenforceable, such invalidity shall not affect the remainder of the Agreement, the invalid portion shall be deemed severed therefrom, and the remainder of the terms shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PROVIDER:

Date: _____

Name: _____

Title: _____

PARARev

Date: _____

Name: _____

Scott Tudor, Chief Financial Officer

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EXHIBIT A PTE DATA REQUIREMENTS

PARARev will provide your facility a suggested list of services, the 70 CMS shoppable services and 230+ additional services, based on your most recent Medicare Data available including:

- All Inpatient Medicare DRG Data including the (CMS shoppable)
- Top 50 ICD-10 Diagnoses for ED visits
- Average charge by ED level
- Top 50 ICD-10 for clinic visits
- Average charge new and established clinic levels
- Top 50 ICD-10 Diagnosis for observation
- Mammography
- Top 50 cardiology/EKG/Stress Tests
- Top 25 Laboratory
- Top 25 Radiology
- Other Service Lines (as requested by client)
- COVID-19 Diagnostic and specimen collection
- Women’s health
- Preventive medicine
- Top 50 ambulatory surgical procedures

Sample CMS extract file:

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Place of Service	Type Of Service	PatientType	HCPCS Reported	HCPCS Remap	HCPCS_Desc	CPT_Desc
Cardiac Rehab	Cardiac Rehab	OP	93797		PHYSICIAN OR OTHER QUAL	Physician services for outp
Cardiac Rehab	Cardiac Rehab	OP	93798		PHYSICIAN OR OTHER QUAL	Physician services for outp
Cardiac Rehab	Cardiac Rehab	OP	G0422		INTENSIVE CARDIAC REHAB	
Cardiac Rehab	Cardiac Rehab	OP	G0423		INTENSIVE CARDIAC REHAB	
Cardiology Echocardiography	Cardiology Echocardiography	OP	93005		ELECTROCARDIOGRAM, ROU	Routine electrocardiogram
Cardiology Echocardiography	Cardiology Echocardiography	OP	93306		ECHOCARDIOGRAPHY, TRAN	Ultrasound examination c
Cardiology Echocardiography	Cardiology Echocardiography	OP	93350		ECHOCARDIOGRAPHY, TRAN	Ultrasound examination c
Cardiology Echocardiography	Cardiology Echocardiography	OP	93017		CARDIOVASCULAR STRESS T	Exercise or drug-induced h
Cardiology Echocardiography	Cardiology Echocardiography	OP	36215		SELECTIVE CATHETER PLACE	Insertion of catheter into
Cardiology Echocardiography	Cardiology Echocardiography	OP	33228		REMOVAL OF PERMANENT F	Removal and replacement
Cardiology Echocardiography	Cardiology Echocardiography	OP	36902		INTRODUCTION OF NEEDLE	Insertion of needle and/o
Cardiology Echocardiography	Cardiology Echocardiography	OP	36558		INSERTION OF TUNNELED C	Insertion of central venou
Cardiology Echocardiography	Cardiology Echocardiography	OP	93458		CATHETER PLACEMENT IN C	Insertion of catheter in le
Cardiology Echocardiography	Cardiology Echocardiography	OP	36581		REPLACEMENT, COMPLETE, (Replacement of central ve
Cardiology Echocardiography	Cardiology Echocardiography	OP	36561		INSERTION OF TUNNELED C	Insertion of central venou
Cardiology Echocardiography	Cardiology Echocardiography	OP	36224		SELECTIVE CATHETER PLACE	Insertion of catheter into
Cardiology Echocardiography	Cardiology Echocardiography	OP	36905		PERCUTANEOUS TRANSLUM	Excision of blood clot and

And/Or PROVIDER to submit the following:

- List of services to be loaded
- List of prices to be loaded
- PROVIDER’s web style sheet (HTML or XHTML, font, color)