

QUIC NETWORK PURCHASE ORDER – GatewayEDI Claims



To: Quality Systems, Inc. (QSI)
18191 Von Karman Ave., Suite 450
Irvine, CA 92612

Practice Name (Buyer)

Address

City, State Zip

Contact Person

Phone Number

Attn: Bryan Fairburn
Tel: (949) 255-2600, Ext. 641
Fax: (949) 255-2605

GatewayEDI Electronic/Paper Claims and ERA Pricing

Buyer agrees to pay QSI the amounts indicated below for electronically processed transactions.

Please select one of the following Claim Packages below. (*See additional pricing notes below)

Number of Clinics: _____ Number of Providers: _____ Tax ID(s): _____

A La Carte Electronic Claims Processing Package (charges ongoing)

\$65 per provider per month. Includes the following:

- ❖ Unlimited Electronic Claims
- ❖ Unlimited Individual Claims Status Inquiry
- ❖ Unlimited Individual Eligibility Inquiry (payer surcharge may apply)
- ❖ Paper Claims will be billed at \$.52 per claim

Standard Claims Processing Package (charges ongoing)

\$75 per provider per month. Includes the following:

- ❖ Unlimited Electronic Claims
- ❖ Unlimited Individual Claims Status Inquiry
- ❖ Unlimited Individual Eligibility Inquiry (payer surcharge may apply)
- ❖ Unlimited Paper Claims

Time Saver Package (charges ongoing)

\$99 per provide per month. Includes the following:

- ❖ Unlimited Electronic Claims
- ❖ Unlimited Individual Claims Status Inquiry (web-based inquiries).
- ❖ Unlimited Individual Eligibility Inquiry (payer surcharge may apply)
- ❖ Unlimited Paper Claims
- ❖ Unlimited Electronic Remittance Advice (when available from payer). Requires QSI ERA Package.
- ❖ Unlimited Secondary Claims

➤ **Implementation Costs (one time)**

QSI e-Claims Implementation: Includes M.1X22/ECS form set-up for Gateway EDI, PGP and FTP script set-up for secure submission and retrieval of claim and response files, testing and implementation.	\$1,995 New ECS Package
	\$1,750 Convert Existing ECS Setup
	\$500 Each Additional Clinic
QSI ERA Implementation: Includes M.1X32/ERA set-up for Gateway EDI PGP and FTP script set-up for secure submission and retrieval of claim and response files, testing and implementation.	\$2,500 New ERA Package
	\$900 Convert Existing ERA Setup
	\$500 Each Additional Clinic
GatewayEDI initial set-up/enrollment fee (Note: Buyer thereafter will pay a setup fee of \$50.00 for each provider added after Buyer's original installation.)	\$200.00 (non-refundable)

Agreement Notes:

- o Payment terms - due monthly upon receipt of invoice. Interest will be charged on late payments at the rate of **1.5%** per month on all overdue amounts. Delinquent accounts may result in termination of QSI and GatewayEDI's responsibility for processing of claims/ERA.
- o QSI and GatewayEDI assume no liability for claims that may be rejected or found to be incomplete by any insurance carrier. Neither Buyer nor the QSI/GatewayEDI shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.
- o Buyer is responsible for the completeness and accuracy of all information and data generated through GatewayEDI's QEDI processing system and Buyer acknowledges that GatewayEDI has had no input with respect to such information and data. Accordingly, Buyer agrees to indemnify and hold Gateway EDI and its officers, employees and agents harmless from and against and liability, loss, damage, claim or expense (including attorneys' fees) arising out of the services provided by Gateway EDI hereunder, except to the extent any of the foregoing result directly from Gateway EDI's gross negligence or willful misconduct.
- o Buyer agrees to pay all local, state or excise tax, as required by law.
- o Above pricing will be adjusted to reflect any future changes in postal rates.
- o Training on claims transmission and data management reports will be provided via telephone by GatewayEDI.
- o The GatewayEDI network will be available, except when technical problems intervene, for submission of claims, extracting remittances, reports, updates, etc., 24 hours a day. The GatewayEDI network may be down Sunday mornings for maintenance. Electronic claims are processed daily until 2:00 p.m. Central Time. All claims received after 2:00 p.m. Central Time will be processed on the next business day. Claims reports will be available by 10:00 a.m. Central Time for all prior day submissions. The GatewayEDI customer service department is available for support Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding holidays. After hours support will be performed on a best-effort basis, normally within four (4) business hours of the call.
- o This contract requires purchase of QSI's ECS Package, which includes implementation and applies only to claims submitted via the GatewayEDI website.
- o All Buyer information and data processed by the Buyer through FTP or the Website shall be kept confidential and shall not be disclosed to anyone outside of Seller and GatewayEDI other than to the extent necessary for GatewayEDI to process and submit transactions for the Buyer. In addition, the Buyer will not divulge the contents, terms or conditions of this agreement to any third party without the expressed written consent of Seller and GatewayEDI.
- o The term of this Agreement shall begin on the commencement date and continue for a period of one (1) year. This Agreement shall automatically renew for successive one (1) year terms. This Agreement can be terminated by either party for any reason by giving the other party 30 days written notice. Buyer will continue to be billed for electronic transaction services until notice is received. Said notice must include reason for termination.

DISCLAIMERS AND LIMITATIONS OF LIABILITY:

EXCEPT AS OTHERWISE SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL QSI NOR GATEWAY EDI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, OR CLAIMS BY THIRD PARTIES, EVEN IF QSI OR GATEWAY EDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, QSI AND GATEWAY EDI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE EXCEEDING ALL AMOUNTS PAID BY CLIENT TO QSI HEREUNDER.

Signature

Date

Software License Agreement

As with all QSI software, the services and software included in this purchase order are licensed for operation on a specific QSI turnkey system or IBM compatible PC. The buyer agrees by signing this purchase order that The QUIC Network services and software purchased with this purchase order are covered by the terms and conditions specified in the Program License Agreement and executed as a part of the purchase of the aforementioned QSI turnkey system.

06/02/05 DR/CBU

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into effective on the date this agreement is signed, by and between **GATEWAY EDI, INC.** ("GATEWAY") and _____ ("CUSTOMER").

RECITALS:

A. The U.S. Department of Health and Human Services ("HHS") recently enacted regulations (the "Regulations") under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the "Act") (the Act and the Regulations sometimes referred to collectively as "HIPAA") which require health care providers, health plans and health care clearinghouses (individually, "Covered Entity" and collectively, "Covered Entities") to maintain the privacy/confidentiality of the individually identifiable health information ("Protected Health Information" or "PHI") which they receive or obtain from their patients or covered persons or which they review or create for their patients or covered persons.

B. HIPAA also requires Covered Entities to obtain written assurance from those businesses with which they contract to assist them in connection with certain aspects of their operations and to which they disclose PHI ("Business Associates"), if any, that such Business Associates will maintain the privacy/confidentiality of any PHI provided to them by the Covered Entities and otherwise comply with the requirements of HIPAA applicable to Business Associates in connection with their use and handling of such PHI.

C. CUSTOMER is a health care provider, as defined by HIPAA. As a result, CUSTOMER is also a Covered Entity, as defined by HIPAA.

D. Pursuant to the terms preceding certain license agreement, ("Substantive Agreement"), CUSTOMER has contracted with GATEWAY to provide clearinghouse services for CUSTOMER ("Services"). In connection with its provision of such Services for CUSTOMER, GATEWAY receives or obtains PHI from CUSTOMER or review or creates PHI for CUSTOMER ("CUSTOMER PHI"). As a result, GATEWAY is a Business Associate of CUSTOMER.

E. CUSTOMER desires to obtain, and GATEWAY desires to provide, assurance that GATEWAY will comply with the requirements of HIPAA applicable to Business Associates, all as more fully described below.

F. GATEWAY desires to obtain, and CUSTOMER desires to provide, assurance that CUSTOMER will comply with HIPAA, to the extent that such compliance affects GATEWAY's: (i) ability to perform the Services for CUSTOMER; and/or (ii) ability to meet its obligations to CUSTOMER under this Agreement.

TERM AND CONDITIONS

1. Obligations of GATEWAY. GATEWAY agrees that it will comply with the requirements of HIPAA applicable to Business Associates, including the following obligations:

(A) Use and Disclosure of PHI. GATEWAY agrees that it will not use or disclose CUSTOMER PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required or permitted by law; provided, however, that GATEWAY may use and disclose CUSTOMER PHI: (i) to manage and administer its business; (ii) to perform data aggregation services for CUSTOMER (and other customers); and (iii) to create de-identified information, subject to the requirements of HIPAA regarding the de-identification of information. GATEWAY agrees to comply with any and all restrictions on the use of CUSTOMER PHI requested by a patient of CUSTOMER, agreed to by CUSTOMER and communicated by CUSTOMER to GATEWAY; provided, however, that in the event that GATEWAY is unable or unwilling to comply with any such restriction, GATEWAY shall notify CUSTOMER of such fact, in writing, and, upon CUSTOMER's receipt of such notice, GATEWAY shall be relieved of any and all further obligation to perform Services for CUSTOMER in connection with such patient, provided that GATEWAY return to CUSTOMER or destroy any and all CUSTOMER PHI in GATEWAY's possession or control regarding such patient.

(B) Safeguards. GATEWAY represents and warrants that it will develop and implement appropriate safeguards to prevent the use or disclosure of CUSTOMER PHI for purposes other than as set forth in this Agreement. GATEWAY will provide CUSTOMER with such information concerning such safeguards as CUSTOMER may from time to time request.

(C) Accounting of Disclosures. In fulfillment of its obligations under 45 CFR 164.528, GATEWAY will maintain a record of all disclosures of CUSTOMER PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to CUSTOMER or to the person whose PHI was disclosed ("Affected Person"), upon the request of CUSTOMER:

- (i) The date of such disclosure;
- (ii) The name and, if known, the address of the recipient of such PHI;
- (iii) A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- (iv) A brief description of the PHI disclosed; and
- (v) A statement that would reasonably inform the Affected Person of the purpose of the disclosure.

GATEWAY agrees to notify CUSTOMER immediately upon discovery of any unauthorized disclosure of CUSTOMER PHI.

(D) Disclosures to Workforce and/or Third Parties. GATEWAY agrees to require its employees, agents and independent contractors ("Workforce") to adhere to the restrictions and conditions regarding CUSTOMER PHI contained in this Section, including, without limitation, the following:

- (i) GATEWAY agrees not to disclose CUSTOMER PHI to any member of its Workforce, unless GATEWAY has advised such person of GATEWAY's obligations under this Section and the consequences of a violation of these obligations. GATEWAY agrees to take disciplinary action against any member of its Workforce that uses or discloses CUSTOMER PHI in violation of this Section.
- (ii) GATEWAY will not disclose CUSTOMER PHI to any third party without first obtaining the written approval of CUSTOMER and without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of GATEWAY and CUSTOMER.
- (iii) Any use of CUSTOMER PHI by GATEWAY's Workforce or disclosure of CUSTOMER PHI to GATEWAY's Workforce or to third parties must be limited to the minimum amount of CUSTOMER PHI necessary to achieve the purpose for such use or disclosure.

(E) Access to Records by Subject of Records. GATEWAY agrees to notify CUSTOMER immediately in the event GATEWAY receives a request from a person identified in any CUSTOMER PHI ("Subject"), or such person's legal representative ("Legal Representative"), to review any records in GATEWAY's possession or control regarding the Subject ("Subject PHI"). In fulfillment of its obligations under 45 CFR 164.524, GATEWAY agrees to make available to CUSTOMER, or at the request of CUSTOMER, to a Subject or such Subject's Legal Representative, for their review, any Subject PHI in GATEWAY's possession or control.

(F) Amendment to PHI. GATEWAY agrees to notify CUSTOMER immediately in the event GATEWAY receives a request from a Subject to amend or otherwise modify any Subject PHI in GATEWAY's possession or control. In fulfillment of its obligations under 45 CFR 164.526, GATEWAY agrees that, at the request of CUSTOMER, it will make any amendments to Subject PHI that the CUSTOMER directs or authorizes pursuant to 45 CFR 164.526.

(G) Government Access to Records. GATEWAY agrees to make its policies, books and records relating to the use and disclosure of CUSTOMER PHI available to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining whether CUSTOMER is in compliance with HIPAA requirements.

(H) Disposition of Records upon Termination. GATEWAY agrees to return to CUSTOMER or otherwise destroy all CUSTOMER PHI in its possession or control in accordance with established medical records doctrine or upon termination of this Agreement. If such return or destruction of records is not feasible, GATEWAY shall continue to extend the protections of this Section to such CUSTOMER PHI and limit any further use of CUSTOMER PHI to those purposes that make the return or destruction of CUSTOMER PHI infeasible.

2. **Obligations of CUSTOMER.** CUSTOMER agrees that, in connection with the performance of the Services by GATEWAY, CUSTOMER shall:

(A) **Privacy Notice.** CUSTOMER shall provide each of its patients with a Notice of Privacy Practices ("Privacy Notice"). The Privacy Notice shall identify the potential uses and disclosures of a patient's PHI that CUSTOMER may make, including, without limitation, the use of such PHI for billing and collection activities and disclosure of such PHI to a health care clearinghouse in connection with such billing and collection activities. CUSTOMER shall use its good faith efforts to have each patient acknowledge, in writing, its receipt and review of the Privacy Notice.

(B) **Notification of Restrictions on Use of PHI.** CUSTOMER shall notify GATEWAY immediately of any restrictions on the use of any CUSTOMER PHI requested by a patient of CUSTOMER and agreed to by CUSTOMER. CUSTOMER shall provide GATEWAY with sufficient information regarding any such restriction to enable GATEWAY to determine whether it is able or willing to comply with such restriction.

(C) **Notification of Disclosure of Subject PHI to Subject.** CUSTOMER shall notify GATEWAY immediately in the event CUSTOMER desires GATEWAY to disclose any Subject PHI in GATEWAY's possession or control to the Subject or the Subject's Legal Representative.

(D) **Notification of Amendment to Subject PHI.** CUSTOMER shall notify GATEWAY immediately in the event CUSTOMER desires GATEWAY to amend or otherwise modify any Subject PHI in GATEWAY's possession or control.

3. **Term.** The parties' obligations under this Agreement shall commence on April 14, 2003 and shall continue until such time as the Substantive Agreement expires or is terminated, pursuant to the terms of the Substantive Agreement.

4. **Termination.** In the event of a material breach by either party ("Breaching Party") of any of its obligations under this Agreement, the other party ("Non-Breaching Party") may terminate both this Agreement and the Substantive Agreement immediately, provided that the Non-Breaching Party has first notified the Breaching Party, in writing, of such breach and that the Breaching Party has not cured such breach within thirty (30) days after its receipt of such notice.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE RIGHT OF THE NON-BREACHING PARTY TO TERMINATE THIS AGREEMENT AND THE SUBSTANTIVE AGREEMENT PURSUANT TO THIS SECTION SHALL BE THE NON-BREACHING PARTY'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE BREACHING PARTY'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND IN NO EVENT SHALL THE BREACHING PARTY BE LIABLE TO THE NON-BREACHING PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, ALLEGED TO HAVE RESULTED FROM SUCH BREACH.

5. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed given when personally delivered or two (2) days after deposited in the United States mail, certified mail, return receipt requested, and addressed to the appropriate party at the address listed below.

6. **No Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement. Without in any way limiting the foregoing, it is the parties' intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.

7. **Choice of Law.** This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Missouri.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective heirs, assigns, and successors in interest.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter.

10. **Modification.** No amendment or additions to this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

GATEWAY

CUSTOMER

Gateway EDI, Inc.

By: _____

By: _____

Printed: Karen Ober

Printed: _____

Title: Regional Account Executive

Title: _____

Date: _____

Date: _____

Address: 9201 Watson Road
Suite 200
St. Louis, Missouri 63126-1531

Address: