

## AUTHNET STANDARD TERMS & CONDITIONS

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### **1.0 CONFIDENTIAL INFORMATION.**

For purposes of this Agreement, "Confidential Information" shall mean any information that relates in any way to the business of the disclosing party hereto or its clients, including, without limitation, (i) financial information pertaining to the disclosing party or its clients; (ii) the identity of the disclosing party's actual or potential clients or any of the individuals associated with or employed by them; (iii) proposals, quotes, requests for quotes, marketing plans, and financial analysis; (iv) the facts, terms and copies of any of the disclosing party's agreement with its clients, with the receiving party, or with others; (v) all written information regarding the disclosing party or its clients furnished to the receiving party; (vi) all proposed campaigns, products, plans, techniques, or ideas developed by the disclosing party and revealed to the receiving party hereto in connection with business of the disclosing party; and (vii) patient records, referral sources and fee structure.

"Confidential Information" does not include: (i) information which is now publicly available or which later becomes publicly available through no fault of the receiving party (but only after it has become publicly available); (ii) information which was already known to the receiving party before disclosure by the disclosing party or its clients; (iii) information which is lawfully obtained by the receiving party from a third party, not an agent, employee or an affiliate of the Client; or (iv) information which is developed independently by the receiving party's employees who have not had access to the information disclosed by the disclosing party.

The receiving party agrees that it shall: (i) not use any of the Confidential Information other than for the purpose of performing the Services; (ii) not disclose any Confidential Information to any party without the prior written consent of the disclosing party; (iii) retain Confidential Information in the strictest of confidence and limit internal dissemination of the Confidential Information to individuals whose duties justify the need to know such Confidential Information in connection with the performance of the Services and who have been informed of their obligation to maintain the secrecy of such Confidential Information outside of the receiving party to such legal, banking, technical or other advisors, whose functions in assisting the receiving party justify the need to know such Confidential information and who are legally bound to maintain the secrecy of such Confidential Information. Upon the disclosing party's request at any time, the receiving party will promptly return to the disclosing party any and all Confidential Information that the receiving party then has, without retaining any copies, samples, or other tangible records. No right to the Confidential Information is granted, and nothing contained in this Agreement shall be construed as creating an express or implied license to use the Confidential Information for any purposes other than performing the Services. Each party agrees to return all Confidential Information held by it to the other party within ten days after termination of this Agreement.

Notwithstanding anything to the contrary herein, AuthNet, LLC may, in normal course of its business, release to an insurance company responsible for payment or adjudication of a claim or authorization, the name of Clients' customers or their patients for which the insurance company is responsible for payment and other information necessary for the insurance company to process the claim or authorization as agreed to be provided by the Client. Any other request for information by third parties will be referred to Client who may determine, in its sole discretion, whether to authorize AuthNet, LLC to release such information pursuant to current federal HIPAA regulations. The parties shall cooperate to comply with all laws regarding

confidentiality and security of protected healthcare information. AuthNet, LLC agrees to execute a HIPAA compliant Business Associate Agreement to protect the confidentiality of healthcare information.

## **2.0 NON-SOLICITATION.**

Each party agrees that, during the term of this Agreement and for a period of three (3) years after the termination thereof, for whatever reason, it will not: a) solicit any employee or contractor of the other party (or any subsidiary or affiliate of the other party), to terminate his or her employment relation, or contractor relation, with such party; b) employ or engage, directly or indirectly, any employee or contractor of the other party (or any subsidiary or affiliate of the other party); or c) solicit any customer of the other party to provide medical coding and/or billing and collection services or related administrative services except that Client may solicit the customer of another AuthNet, LLC client for which customer AuthNet, LLC is providing services but for which customer AuthNet, LLC has contracted to provide services through another client. Without limiting the foregoing, AuthNet, LLC acknowledges that all information regarding Client's customers and their patients is proprietary to Client or those persons and may not be used by AuthNet, LLC for any purpose at any time following termination of the Agreement.

## **3.0 RELATIONSHIP OF PARTIES.**

Neither party shall be considered the agent, employee, or partner of the other for any purpose whatsoever. Each party shall conduct its business in its own name and shall be solely responsible for the acts of itself and of its employees and agents. Unless expressly agreed to in advance, all expenses incurred by either part in connection with this Agreement shall be for the party's own account and shall not be subject to reimbursement by the other party. Neither party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party or to bind the other party in any manner. Each party shall be solely responsible for providing Worker's Compensation or disability benefits to its own employees, and no AuthNet, LLC employee shall be entitled to collect Worker's Compensation or disability benefits through Client by reason of accident or illness or occurrence relating to the performance of his or her duties arising out of this Agreement.

## **4.0 LIMITATION OF LIABILITY; INSURANCE.**

4.1 AuthNet, LLC does not guarantee that all service requests will be authorized. Except as otherwise expressly and specifically warranted in this Agreement, Services are rendered 'AS IS' without any warranties, including, but not limited to any implied warranty of merchantability or fitness for any particular purpose.

4.2 AuthNet, LLC is not responsible for errors and injury relating to informational inaccuracies supplied by Client or causes beyond AuthNet, LLC's direct control. In the event of an error or omission caused directly by AuthNet, LLC, AuthNet, LLC will make best efforts to correct the error or omission, as the case may be, as soon as possible (and in no event, start the correction greater than 48 hours after identification of error or omission). Client shall use its reasonable efforts to coordinate with AuthNet, LLC and assist with the correction of such error or omission. Neither party shall be liable for special, indirect, consequential, incidental, or exemplary damages, or for any claim for the loss of profits, nor damage to goods will even if advised for the possibility of such damages.

4.3 Without expanding the liability of AuthNet, LLC that is limited by the foregoing paragraph, except for its

indemnity obligations, in no event shall AuthNet, LLC's liability arising from, related to or in connection with this Agreement, inclusive of all claims and legal grounds (whether attorney's fees, costs, interest or otherwise), exceed the fees being collected for services performed during the immediately preceding (1) calendar month.

**5.0 ACCESS TO RECORDS.**

To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to the subject to the provisions of 42 C.F.R. '420, 300-304, the parties to this Agreement, until the expiration of four (4) years subsequent to the furnishing of Services under this Agreement shall make available upon written request of the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. To the extent permitted hereunder if any party carries out any of its duties under this Agreement through a subcontract, deemed to be subject to the provision of 42 C.F.R. '420.300-304, with a related organization (as defined in 42 C.F.R. '413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs of the services provided under this Agreement, In the event that either party, its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the part subject to the request shall notify, to the extent permitted by law, the other party of the nature and scope of such request and shall make available, to the extent permitted by law, to the other party, upon request, all such books, documents or records.

**6.0 ANTI-DISCRIMINATION LAW COMPLIANCE.**

Both parties to this Agreement shall comply with all applicable federal, state and local, laws or regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party.

**7.0 HIPAA.**

In as much as AuthNet, LLC qualifies as a "Business Associate" and Client qualifies as a "Covered Entity" as defined in 45C.F.R. '160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the parties agree to entire into the Business Associate Agreement containing the terms mandated under HIPAA for such agreements.

**8.0 GENERAL PROVISIONS.**

8.1 Advertising and Publicity. Neither party shall use the other party's name, symbols, trademarks, non-service marks in advertising or promotional materials or otherwise, without the prior written consent of that party.

8.2 Assignment. Client and/or AuthNet, LLC shall not assign this Agreement without the prior written mutual acceptance of client and AuthNet, LLC, except the Client may assign this Agreement without AuthNet, LLC's consent in connection with the acquisition of all or substantially all of Client's stock, business or assets. Subject to the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefits of, their respective permitted successors and assigns.

8.3 Waiver Notice. The waiver of any party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as waiver of any subsequent breach by either party. All notices required or permitted pursuant to the terms of this Agreement shall be in writing, sent by certified mail, return receipt requested, to the respective addressed identified in this Agreement or as notified otherwise in writing.

8.4 Severability. Except as otherwise provided in this Agreement, if any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality the remaining terms and provisions of this Agreement shall remain in full force and effect to the same extent as if the invalid and illegal provisions has not been contained herein, provided the general intent of this Agreement is maintained. Notwithstanding the foregoing, if the fee structure is deemed to be invalid, the parties will work together, in good faith, to revise such structure, while using best efforts preserving the economics of the relationship hereunder.

8.5 Entire Agreement. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous proposals, understandings, or representations between the parties relating to the subject matter of this Agreement, whether oral or written. This Agreement may only be modified by an Agreement in writing signed by both parties. No representative of AuthNet, LLC has authority to orally modify this Agreement. This Agreement includes the Work Order and all riders, exhibits and schedules, the same being incorporated herein by this reference.

8.6 Arbitration. Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association in the City of Tampa, Florida. The arbitrators shall apply Florida and the Florida Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by Florida law, including the power to award punitive damages. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to Florida law for any such error.

8.7 Survival. Those obligations herein that naturally must survive the termination of this Agreement shall so survive termination of this Agreement.

8.8 Force Majeure. Neither party shall be liable to the other for expense, claim, loss or damage suffered by reasons of such party's failure to perform its obligations pursuant to this Agreement if such failure to perform is due to acts beyond the control of the party not performing. Such acts include, but are not limited to, acts of God or public enemy, acts of national, state, or local government in its sovereign or contractual capacity,

fires, floods, civil disobedience, strikes, lockouts, or freight embargoes.

8.9 Governing Law. Florida law shall govern the terms, conditions and interpretation of this Agreement. Proper venue for any legal action brought as a result of this Agreement shall only be property in Hillsborough County, FL.