

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made between Brooklyn Fire EMS Protection District ("CLIENT"), and The Cvikota Company, Inc. This Agreement shall be effective for Services (as defined below) beginning on the 1st day of May, 2012 (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Addenda, CLIENT and CVIKOTA agrees as follows:

1. **Services.** CVIKOTA will apply its best efforts to obtain reimbursement for CLIENT's charges for all medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable (the "Services"). During the term of this Agreement, CVIKOTA shall be the sole provider of the Services to CLIENT. See attached Addenda 1, 2, and 3 for additional services, which shall be considered to be Services as defined above.
2. **Term.** The initial term of this Agreement shall be for three (3) years (the "Initial Term") from the Effective Date. This Agreement shall automatically renewed for successive additional one (1) year terms, unless either party gives the other written notice at least ninety (90) days before the end of the then current term. Should CLIENT require early termination, CLIENT agrees to pay CVIKOTA an Early Termination Penalty of seventy five percent (75%) of its fee for the remainder of the term based upon the average gross collections for the previous twelve (12) months or from the Effective Date, whichever is less. The Early Termination Penalty shall be due in full by the termination of service by CVIKOTA. Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within forty-five (45) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; CVIKOTA becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, or as otherwise specified herein.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay CVIKOTA monthly, a base fee of 10% per month of gross collections (the "Base Fee") or a minimum fee of Two Hundred Fifty(250) dollars, whichever is greater.

Gross collections shall be defined as the total sum of all monies collected by CVIKOTA for all medical services rendered by CLIENT. The Base Fee shall also be charged for collection agency recoveries.

Notwithstanding the foregoing, in the event that:

- a) CLIENT fails to disclose to CVIKOTA, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by CVIKOTA; or,
- b) CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like), CVIKOTA may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), CVIKOTA shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the proposed adjustment or the parties have not otherwise agreed as to an adjustment to the Base Fee, CVIKOTA may terminate this Agreement on ninety (90) days advance written notice.

- c) Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause shall be effective as of the end of the Discussion Period.

In addition to the Base Fee, CLIENT shall reimburse CVIKOTA for:

- a) A reasonable per-hour claims processing charge where CLIENT, after written notice from CVIKOTA, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").
- b) Provider enrollment services at the rate of \$75 per application for each new completed application and \$25 per application for each application renewal or update completed.
- c) Additionally, to the extent CVIKOTA stores CLIENT documents relating to the Services, CLIENT shall be responsible for payment of storage costs for all CLIENT documents required to be maintained by CVIKOTA greater than one hundred twenty (120) days. The documents shall be stored at an offsite location in the CLIENT's name, and such charges shall be billed directly to the CLIENT. Selection of a storage facility shall be at the option of CLIENT, provided that the facility shall be conveniently located for access by CVIKOTA. CVIKOTA shall have full access to the storage facility and shall remain responsible for the management of stored records during the term of this agreement and any extensions thereof.
- d) In the event that CLIENT contracts for the additional service of assistance with collecting its Old A/R, CVIKOTA shall provide a separate proposal and fee quotation that shall apply to those services.

CLIENT agrees to pay the Base Fee and Additional Charges within fifteen (15) days after receipt of each invoice from CVIKOTA. CVIKOTA shall maintain supporting documentation of the basis for the allocation of postage costs, and shall provide such data upon request.

Notwithstanding anything to the contrary in this Agreement, CVIKOTA shall have the right to terminate this Agreement immediately if CLIENT defaults on its payment obligations of any undisputed amounts due under Section 3 and such payment default is not cured within thirty (30) days after CVIKOTA delivers written notice of such default to CLIENT.

4. **Bank Account.** A bank account shall be maintained in the name of CLIENT at a bank approved by CLIENT and all cash receipts shall be deposited daily into the bank account by CVIKOTA. CVIKOTA shall have no signatory or ownership rights in the bank account and shall have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges.
5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide to CVIKOTA with accurate and complete demographic, procedure and charge information, at no cost to CVIKOTA ("Demographic Information"). CLIENT acknowledges that CVIKOTA shall rely on the Demographic Information in providing the Services and that the timing and amount of Gross Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of CVIKOTA.

CVIKOTA shall bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by CVIKOTA. CVIKOTA shall indemnify and hold harmless CLIENT against any damages or liabilities incurred by CLIENT, its employees or contractors arising out of the failure of CVIKOTA's knowing or willful violation of aforementioned laws and regulations.

The parties may, from time to time, mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures, or amendments thereto, shall, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

6. **Confidentiality of CLIENT Information.** CVIKOTA agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required or as otherwise provided herein.

CLIENT agrees that it shall not disclose to third parties the software and resulting or related processes or documentation of the proprietary software employed by CVIKOTA to provide the Services or any information about CVIKOTA's fees, operations, business methods or strategies except as required by law (CVIKOTA's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party affirms that it shall at all times have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that complies with the foregoing and that such Confidentiality Agreement(s) shall survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that CVIKOTA may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of CVIKOTA.

7. **Software and Proprietary Information.** CVIKOTA affirms that it shall at all times during the term of this Agreement, have a valid and current copy of and license for use of any third party billing software used to provide the Services and that the CLIENT shall be given timely notice of any changes in third party software vendor or system to the extent those changes would materially affect the Services. The parties agree that CVIKOTA may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by CVIKOTA and that CVIKOTA is not obligated to maintain paper copies. CVIKOTA further affirms that it shall at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location that no CLIENT data shall be deleted or purged unless: a.) a period of seven years has passed since the date of service relevant to the CLIENT Date; or, b.) CLIENT has given approval of such data deletion.

It is specifically acknowledged that all CLIENT Data is the property of CLIENT but that CVIKOTA may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, CVIKOTA shall:
- a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred fifty (150) days after the effective date of termination (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the termination date("Existing Accounts Receivable");
 - b) CLIENT expressly agrees to cooperate and assist CVIKOTA with its performance during the Wind Down Period and shall timely report, or cause to be reported, all payment applicable to the Existing Account Receivable for which CVIKOTA is responsible.
 - c) At the end of the Wind Down Period, discontinue performing Services as to CLIENT's Existing Accounts Receivable.

- d) Deliver to CLIENT, after and conditioned upon full payment to CVIKOTA of all undisputed fees owed to CVIKOTA by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables.
- e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, CVIKOTA shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with CVIKOTA for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by CVIKOTA after the date of termination at CLIENT's additional expense.

9. **Non-Employment.** During the term of this Agreement and for a one year period commencing with the termination of this Agreement, each party agrees not to employ, directly or indirectly, or through any third party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries without written consent of the other party. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this section and agrees that the non-defaulting party shall have the right to injunctive relief from any violation or threatened violation of this Section. In lieu of injunctive relief, the non-defaulting party may elect to require reimbursement by the defaulting party a \$15,000 recruiting and retraining fee.

10. **Notice.** All notices or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses:

For Customer: Brooklyn Fire EMS Protection District
Attn: Karen Bartelt
401 W. Main St.
Brooklyn, WI 53521

For CVIKOTA: The Cvikota Company, Inc.
Attn.: Curtis L. Cvikota
2031 South 32nd Street
La Crosse, WI 54601

Or such other place as such Party may subsequently designate in writing.

Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

11. **Governing Law and Jurisdiction.** This agreement and any dispute arising from or related to this Agreement shall be governed by the law of the State of Wisconsin.

12. **Disputes.** Any dispute arising out of or relating to this Agreement shall be fully and finally resolved by submission at Cvikota's sole option to: (a) the Circuit Court for La Crosse County, State of Wisconsin; or (b) arbitration conducted by the National Arbitration Forum, under the Code of Procedure then in effect.

In the event Cvikota chooses to resolve such disputes by the Circuit Court for La Crosse County, State of Wisconsin, the Parties hereby irrevocably consent to submit themselves exclusively to the in personal jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section 13 shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement Agreement entered into, between the Parties in connection with such dispute.

Any arbitration proceeding shall be conducted in La Crosse, Wisconsin, The cost of the arbitration to be an issue fully and

finally resolved by the arbitration. Any award of the arbitrator shall be final, binding upon the Parties and enforceable in any court having jurisdiction. Information may be obtained and claims may be filed at any office of The Forum or at P.O. Box 50191, Minneapolis, Minnesota 55405.

- 13. Independent Contractors.** The parties to this agreement are each independent contractors and nothing in this agreement shall be construed to create an employment relationship between either party or its members.
- 14. Insurance.** CVIKOTA affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance, Fidelity Bond insurance with a policy limit of no less than \$1,000,000. CVIKOTA shall give CLIENT timely notice of the cancellation or lapse of any of the above policies and CVIKOTA agrees that such lapse or cancellation shall be deemed cause for immediate termination of this Agreement. CLIENT may elect to be a named insured on the above policies, subject to CLIENT's payment of any additional premiums that may apply.
- 15. Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement, have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to CVIKOTA by CLIENT. Any inspection performed shall be governed by the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt CVIKOTA's staff or business. CVIKOTA shall not unreasonably deny, restrict or delay access for any requested inspection.

In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this agreement.
- 16. Force Majeur.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by CVIKOTA for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until CVIKOTA can restore services, at which time CVIKOTA's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any such catastrophic event, as stated above.
- 17. Incorporated Documents.** It is specifically agreed that the CVIKOTA Proposal dated April 3, 2012, and all accompanying schedules and exhibits are incorporated herein as in integral part of this Agreement.
- 18. Compliance.** CLIENT's selection of CVIKOTA to provide services hereunder was based, in part, on a material representation that CVIKOTA has a Compliance Program. The compliance program is reviewed regularly and updated to meet the needs of any new regulations. During the term(s) of this Agreement, CVIKOTA shall have an effective Compliance Program and that CLIENT shall have the right to review and inspect and/or verify, at CLIENT's expense, that such Program is in effect. Addendum 2 further describes each party's compliance duties hereunder; these duties may be amended or expanded, from time-to-time, by mutual written agreement.

CVIKOTA's Corporate Compliance Plan (the "Plan"), is intended to be an "effective" compliance plan within the meaning of the guidelines developed for Third Party Billing Companies by the Office of the Inspector General of the Department of Health and Human Services (the "Guidelines"). CVIKOTA shall provide CLIENT with a written summary of the relevant

terms and provisions of the Plan, which shall be incorporated herein by reference and which, to the extent consistent with the Guidelines, control over any inconsistent terms and provisions hereof.

19. Miscellaneous.

- a) This Agreement and attached schedules constitutes the entire Agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No Agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either Party unless in writing signed by both Parties' authorized representatives.
- b) This Agreement is binding upon, and inures to the benefit of and is enforceable by CVIKOTA, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 19 (d) below.
- c) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement shall be deemed assigned to, and shall be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party. Any assignment in violation of this section is void.
- d) CVIKOTA and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

CVIKOTA

By: Mark O'Brien
Title: Pres Dist Board
Date: May 1-2012

By: [Signature]
Title: Ems Division Director
Date: 4-18-12

ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY

In performance of their duties for the collection of reimbursement for services rendered by CLIENT, CVIKOTA shall:

- 1.** Perform coding from dictated service reports provided by CLIENT, as required by third party payers, inclusive of, but not limited to: CPT, HCPCS and ICD-9 CM coding schemes.
- 2.** Issue bills to individuals for all self pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLIENT shall be given limited discretion regarding the wording to appear on bills and letters.
- 3.** At the election of CLIENT, and with the agreement of CVIKOTA, convert the Accounts Receivable for services prior to the Effective Date of this Agreement (the "Old A/R"), including Accounts Receivable and patient data from the previous system to the billing system utilized by CVIKOTA. CVIKOTA shall, thereafter, proceed to attempt to collect the Old A/R, at a rate to be agreed upon in advance, if this service is selected.
- 4.** Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely (within five business days of receipt) and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
- 5.** Issue initial billings to patients and/or third parties within seven business days of receiving all required information.
- 6.** Submit claims electronically to all third party payers capable of accepting claims in electronic format.
- 7.** Prepare and deliver month-end reports of the billing performance and practice statistics no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.
- 8.** Have its senior staff present reports of billing performance at meetings in the CLIENT's offices monthly for the first three months of the initial term and, thereafter, at least quarterly, at a time convenient to both CVIKOTA and CLIENT and at CLIENT's option.
- 9.** Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
- 10.** Apply for and monitor progress of CLIENT applications for third Party Identification numbers at the rates outlined in the Fees section of the Agreement.
- 11.** Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
- 12.** Prepare refund checks as directed by CLIENT for CLIENT signature, unless prohibited by third party payer rules or regulations.
- 13.** Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
- 14.** Review and make timely recommendations with respect to coding, service descriptions and professional fees for the CLIENT fee schedule prior to the onset of billing activity and at least annually, in December, thereafter.
- 15.** Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to CVIKOTA.

CLIENT, in supporting the success of the billing process and to facilitate optimal performance by CVIKOTA, shall:

1. Identify one administrative and one clinical representative to whom CVIKOTA may, respectively, address all matters related to Services under this Agreement. If CVIKOTA performs coding for CLIENT, CLIENT shall also appoint a coding representative. All CLIENT representatives shall have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon CVIKOTA's request, receive confirmatory memoranda or letters, which shall thereupon be incorporated into this Agreement by reference. These individuals shall provide timely response to all reasonable requests by CVIKOTA.
2. CLIENT warrants that CVIKOTA may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices; and, physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. As part of preparing a service report, CLIENT providers shall apply their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. CVIKOTA shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate.
4. CLIENT shall assist CVIKOTA in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by CVIKOTA in an efficient and cost-effective manner.
5. It is the mutual goal of CLIENT and CVIKOTA to conduct all billing in a compliant manner. CLIENT shall establish and enforce and CVIKOTA shall follow written billing policies and procedures for the practice that shall serve as the foundation of a practice Compliance Program for CLIENT and CVIKOTA. These billing policies and procedures shall be developed and amended, as needed, in concert with CVIKOTA's Compliance Staff and CVIKOTA's Compliance Plan, as described in the Agreement and shall be consistent with CVIKOTA's Compliance Plan.
6. CLIENT shall provide timely (within five [5] business days of receipt) response to chart and other information requests, made by payers and forwarded from CVIKOTA.
7. Upon receipt of the requisite research and worksheets from CVIKOTA, CLIENT shall timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
8. CLIENT shall give CVIKOTA timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that CVIKOTA may accommodate these changes, as necessary.

ADDENDUM 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Corporate Compliance Plan adopted by each party, as referred to in the Agreement each party agrees to the following:

1. At least once each quarter the parties shall meet to discuss compliance and review their respective past and planned compliance activities.
2. Each party shall conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
3. Each party agrees that their counterpart may review their Compliance Program upon request.
4. Each party agrees to conduct appropriate background checks on all employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority.
5. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
6. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
 - a) Improper waiver of charges, deductibles and copayments;
 - b) Upcoding, unbundling, serial reporting and other coding violations;
 - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
 - d) Failure to repay overpayments or untimely refund of overpayments;
 - e) Seeking duplicate payment for the same service and/or from the same source;
 - f) Failure to maintain proper records of current and prior billing;
 - g) Failure to protect the confidentiality of patient information;
7. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they shall promptly communicate that concern to their counterpart. The party receiving notice shall take prompt action to investigate the notice and shall timely (within 30 days) report back to their counterpart on the status of the reported concern.
8. Each party specifically agrees that they shall defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
9. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party shall knowingly conceal or participate in any misconduct, or allow any misconduct to continue.

- 10.** It is expressly agreed that CVIKOTA has the right and duty to suspend submission of any and all claims that CVIKOTA reasonably believes are, or may be, improper and would subject CLIENT or CVIKOTA to compliance violations. CVIKOTA has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the reason(s) leading to suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
- 11.** Each party agrees to separately responsible for their respective compliance-related legal and consulting expenses.

ADDENDUM 3

BUSINESS ASSOCIATE PRIVACY AGREEMENT

The use or disclosure of patient health information by The CVIKOTA Company, Inc. is conditioned on the following:

1. The CVIKOTA Company, Inc. will not use or further disclose patient health information other than as permitted or required by contract with CLIENT or by law.
2. The CVIKOTA Company, Inc. will use appropriate safeguards to prevent the use or disclosure of patient healthcare information other than as provided for herein.
3. The CVIKOTA Company, Inc. ensures that any agents, including subcontractors, to whom CVIKOTA provide protected health information, have on file with CVIKOTA signed patient healthcare confidentiality agreements.
4. The CVIKOTA Company, Inc. will allow patients access to or copies of their health information in accordance with statute 164.524.
5. The CVIKOTA Company, Inc. will allow patients to amend their health information and incorporate any amendments to the patient's health information file in accordance with statute 164.526.
6. The CVIKOTA Company, Inc. shall make available its internal practices, books, and records relating to the use and disclosure of protected health information created or received by CVIKOTA on behalf of CLIENT, to the Secretary of Health and Human Services for purposes of determining compliance with law.
7. At termination of the contract CVIKOTA will return, at CLIENT's expense, all patient protected health information created or received from any source. CVIKOTA will not retain any copies of patient information.
8. The CVIKOTA Company, Inc. will obtain reasonable assurances from persons or organizations to whom a patient's health information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed.

Use and Disclosure of Patient Information

1. The CVIKOTA Company, Inc. may disclose patient health information, including all clinical records to another health care provider or hospital, if it is necessary to refer the patient for diagnosis, assessment, or treatment, provided the patient has signed consent.
2. The CVIKOTA Company, Inc. may use or disclose patient health information, including all clinical and billing records to the patient's insurance carrier(s), HMO, PPO, or employer (if potentially responsible for payment of services), provided the patient has signed consent.
3. The CVIKOTA Company, Inc. may use or disclose patient health information to CVIKOTA employees for the purpose of performing billing or software support, provided that CVIKOTA employees have signed confidentiality agreement on file with The CVIKOTA Company, Inc.
4. The CVIKOTA Company, Inc. may use or disclose patient health information if the disclosure is required by law or to carry out CVIKOTA's legal responsibilities.
5. The CVIKOTA Company, Inc. may use or disclose patient's health information to data aggregation services for the purpose of electronically filing insurance claims.