

ALLHEALTHLOGIC, LLC
CADX[®]
CLAIMS ATTACHMENT DOCUMENT EXCHANGE
SERVICES

1. Definitions

The definitions used in this **Exhibit**, shall have the following meanings:

- 1.1. AHL Website** means the AHL site(s) on the World Wide Web (Internet) at <http://www.AllHealthLogic.com> or its successor URL.
- 1.2. Claims Attachment Document Exchange (CADX)** means the internet/intranet browser based service that allows requesting and viewing of claims attachments by Payers in the claims review or adjudication process via the AHL Web Site. AHL provides the following capabilities in support of CADX.

1.3. Payer Document Requests

1.2.1.1 Requests made through the AHL Web Site by the Payer to the Provider for Healthcare Data as necessary to complete the adjudication/review of the claim.

1.2.1.2 Requests for attachments can be located using the following criteria:

1.2.1.2.1 Provider Internal Control Number

1.2.1.2.2 Patient Last Name

1.2.1.2.3 Patient First Name

1.2.1.2.4 Payer Internal Control Number

1.2.1.2.5 All Requests (Default), All Requests with Responses, All Closed Requests, All Pending Requests

1.2.1.2.6 Service Dates

1.2.1.2.7 Status of Request

1.2.1.2.8 Social Security Number

1.2.1.2.9 Medical Record Number

- 1.2.1.2.10 Payer Member Number
- 1.2.1.2.11 Service Dates
- 1.2.1.2.12 Attachment Request Types
- 1.2.1.2.13 Narratives / Note exchange

1.2.2. Provider Response to Payer Document Requests

1.2.2.1 Monitoring for Payer requests for attachments through the AHL Web Site.

1.2.2.2 Searches that can be conducted using one of the following criteria:

1.2.2.2.1 Provider Internal Control Number

1.2.2.2.2 Medical Record Number

1.2.2.2.3 Patient Name

1.2.2.2.4 Payer internal control number

1.2.2.2.5 Patient Social Security Number

1.2.2.3 Exchange of narratives/notes between Transaction Partners

1.2.2.4 Provider scan or upload of Payer requested Healthcare Data into the AHL Web Site. This may include electronic transfer of source documents which were created or have been stored in the Provider's systems in digital form, such as but not limited to, word processing software like Microsoft ®Word, Adobe ® Acrobat Reader, or other digital formats.

1.2.3. Healthcare Data Archive

1.2.3.1 The Healthcare Data thus captured are maintained in on line storage at the Clearinghouse and are accessible online at any time except for regularly scheduled maintenance via AHL Web Site.

1.2.3.2 Image based Healthcare Data will be maintained in a manner consistent with the following minimum specifications

- 1.2.3.2.1 Minimum of 200 DPI
- 1.2.3.2.2 TIF format
- 1.2.3.2.3 Black and White images

1.2.3.3 Storage history of the captured Healthcare Data will be maintained for 180 days online.

1.2.4. Healthcare Data Viewing

1.2.4.1 Monitoring for Healthcare Data requests and responses with attachments through the AHL Web Site.

1.2.4.2 Viewing of Healthcare Data from the Provider through the AHL Web Site.

1.2.4.3 Request for additional information from the Provider through the AHL Web Site.

1.2.4.4 Utilization of AHL Web Site for adjudication, medical review and utilization management staff and other Payer departments

1.2.4.5 Exchange of narratives/notes between Transaction Partners to provide clarifying information

1.3. **Clearinghouse** means the central operations office utilized by AHL where computer processing and document management operations related to delivery of the Services described herein are performed.

1.4 **Client** means each of the Payers or Providers business units or operated by others under contract to Client to conduct its Client business.

1.5. **Data** means data used in TDI (or Transaction Data Interchanges) including, but not limited to, data used in EDI (or Electronic Data Interchanges).

1.6. **Documentation** means the AHL user manuals or other related user documentation pertaining to the CADX as maintained on the AHL Website.

1.7 **EDI or Electronic Data Interchange** means an exchange of transactional data via electronic means.

1.8 **EDI Resources** means and includes those Electronic Data Interchange resources, such as computer hardware, software, local area networking, internet connectivity, intranet connectivity, browsers, and Value Added Networks, that will enable external

connectivity between Providers' and Payer's computer system(s) and those of AHL in order to implement EDI functions.

- 1.9 Facility** means each physical location and/or facility of Client.
- 1.10 Healthcare Data** means the digital, computer based records that relate to the rendering of services by the Provider including the related activities with third party insurers. Examples include but are not limited to detail bills, various medical records documents, medical records coding, etc.
- 1.11 Image Page** means one page scanned into CADX or if a digital attachment file is uploaded into CADX, an image page is equal to ten (10) kilobytes or part thereof.
- 1.12 Implementation Services** means the Standard Provider and Payer Implementation Services AHL shall provide for CADX as defined below.
- 1.12.1.** Coordination with Client for completion of appropriate authorization forms and letters as required by participants to the CADX document exchange;
 - 1.12.2.** Establishment of appropriate contacts in order to set up and maintain the flow of Data between AHL and Client;
 - 1.12.3.** Education and Training: Provision of on-line internet browser-based education and training tools to allow Client's users to become proficient on the use of the CADX system. At Client's request, AHL will schedule and provide on-site education and training for a fee per day (plus reasonable travel and out-of-pocket expenses in accordance with CLIENT's guidelines); and
 - 1.12.4** Issuance of a digital certificate to Client (which is not transferable). User digital identification (logon and password) will be individually issued to each user identified by Client (which also are not transferable). Without the use of the authorized digital certificate and digital identification, Client's users will not be permitted access to the AHL Website or Healthcare Data or Data.
 - 1.12.5** The Client may only use the CADX system for the specific Client entities contracted for under this Agreement. If the Client desires to extend this Agreement to additional entities, a new contract and additional installation and monthly fees will apply. An entity is defined as any legal entity that has a separate federal tax identification number.
 - 1.12.6 Standard Provider Implementation** - The following tasks are required for all Providers to implement CADX Services.
 - 1.12.6.1** Documentation and control of the implementation process through a web based electronic implementation checklist

template. The implementation Documentation and installation questionnaire may be viewed on line at <http://www.AllHealthLogic.com/Documentation> or its successor URL.

1.12.6.2 Installation of secure access to the AHL Web Site as discussed more fully in Annex “2”.

1.12.6.3 Coordinate with Provider for delivery of system Documentation and pre-implementation questionnaire via the AHL Web Site.

1.12.6.4 Coordinate with Providers for completion of appropriate authorization forms and letters as required by Payer(s)

1.12.7 Standard Payer Implementation - The following tasks are required to add a Payer:

1.12.7.1 Establish appropriate Payer contacts in order to set up and maintain the flow of Data between AHL and Payer or Payer Intermediary.

1.12.7.2 Implement Payer and Payer Intermediary connectivity for the Provider Facility that includes completion of authorized forms and letters to allow for query and retrieval of Data.

1.12.7.3 Coordination with Payer(s) to implement the Payer Module of the Claims Attachment Document Exchange which allows Payers to view attachments captured via image scan from the Provider Facilities in response to Payer requests for documentation on the patient encounter.

1.13 Internet / Intranet Connectivity means access method by which the PC Workstation is connected to the appropriate AHL Web Site and shall meet or exceed current minimum requirements located at <http://AllHealthLogic.com/Documentation> or its successor URL.

1.13.1 Data transfer rate of 128 kilobytes per second

1.14 Operational Support mean those services that will be provided to all Clients:

1.14.1. Service Maintenance and Updates - AHL shall provide the following via the AHL Web Site.

1.14.1.1. AHL shall, within thirty (30) business days after Notice thereof and at its sole cost and expense, correct any material errors, defects or non-conformance with specifications in CADX or the Documentation that are attributable to: (a) AHL personnel;

(b) EDI Resources that AHL provides at the Clearinghouse; or
(c) TDI processes that AHL operates at the Clearinghouse.
AHL shall promptly provide Client with corrected copies of Documentation.

1.14.1.2. New releases or enhancements to CADX and Documentation as are made by AHL including without limitation all modifications to CADX that increase the speed, efficiency or ease of operation or otherwise improve the functions of CADX

1.14.1.3. Published bulletins describing new releases, maintenance releases, temporary problem resolutions and circumventions, support level changes and other information with respect to CADX.

1.14.2. Systems Maintenance - AHL shall coordinate with Provider, Payer and respective subcontractors to manage and maintain the connectivity as follows:

1.14.2.1. Performance monitoring, evaluation, and reporting is performed by the user via the AHL Web Site.

1.14.2.2. Problem resolution coordination shall be performed by appropriate technical resources within a commercially reasonable time period. When problems occur that require the involvement of AHL contracted third parties (e.g., telecommunications carriers or hardware vendors), AHL shall coordinate the involvement of these third parties.

1.14.2.3. AHL shall periodically monitor inbound and outbound Data exchanges to identify exceptions in timing and content.

1.14.3. AHL resources maintenance - AHL shall support and maintain the Clearinghouse Services and the AHL EDI Resources as follows:

1.14.3.1. AHL shall be responsible for scheduling and performing all preventative maintenance activities on the AHL resources as defined by the manufacturers of that hardware or as otherwise is deemed necessary by AHL.

1.14.3.2. AHL shall be responsible for performing emergency maintenance on the AHL resources if necessary. If any Clearinghouse Services outage is required for this activity, AHL shall provide notice at the AHL Web Site of the reasons for, nature of, and timing of this emergency maintenance activity.

1.14.3.3. AHL shall obtain or provide maintenance on all system level software contained in the Clearinghouse system, and data communications interface software. AHL shall be responsible for the design and coordination of the testing of all new versions of operating system level software.

1.14.4. Training

1.14.4.1. Training Sessions - AHL shall, as part of its Basic Services, provide telephonic or internet training on the use of Clearinghouse Services and CADX to Client and to Client Facility's employees and independent contractors utilizing web based tools and demonstration sites as part of the Client implementation fee. Upon Client's request, AHL shall, as an additional service provide qualified trainer(s) to provide training at the site on the use of Clearinghouse Services and CADX to Client and Client Facility's employees and independent contractors. Such on site training shall include implementation, use, configuration, trouble shooting and benefits realization training.

1.14.4.2. Coordination - The Client Administrator or designates shall coordinate the scheduling and delivery of all training sessions associated with the training program. The AHL Administrator or designates shall also be responsible for providing sufficient staff to conduct the training program. Client will implement an effective continuing education program for all Client employees using the AHL Website to ensure users are properly trained in use of AHL services and web site applications.

1.14.4.3. Materials - AHL will develop a training curriculum and corresponding materials including Web testing for the training session(s).

1.14.5. Storage Management - AHL will manage the Clearinghouse disk environment ensuring sufficient disk space is available for all Data, AHL EDI Resources Clearinghouse Services, and CADX applications. AHL shall back up all production Data and Clearinghouse application files at least once in every twenty-four (24) hour period, and will store these files at a secure location outside the Clearinghouse.

1.14.6. Help Desk - AHL shall provide a Help Desk to assist users with problems relating to the CADX and services.

- 1.14.6.1. Availability** - The Help Desk shall be available to respond to support requests Monday through Friday (excluding Provider scheduled holidays) from 8:00 a.m. to 8:00 p.m. EST.
- 1.14.6.2. Request Identification** - The Help Desk shall become aware of requests and problems in the following ways:
- (a). Logging of a problem into the Problem Logging mechanism in the AHL web site. This problem logging method requires problem specifics to be identified and responds immediately with a problem log tracking number and captures the problem into the on line problem tracking database.
 - (b). Clients may send an e-mail or facsimile to the Help Desk making a request or identifying a problem;
 - (c). Clients may phone the Help Desk and make a request or identify a problem; or
 - (d). An AHL employee may identify a problem and identify it to the Help Desk.
- 1.14.6.3. Problem Management** – The Problem Log shall be assigned to the appropriate responsible individual. The following shall apply to each reported problem:
- (a). Status Information Flow. The Help Desk shall monitor all problems reported to it. The system that keeps track of these problems shall allow for a complete history of any problem to be made available to Provider at any time via the AHL Web Site.
 - (b). With regard to problems for which AHL is responsible for resolving the problem, the user that reported the problem shall monitor information on the status of problem via the AHL web site. The Help Desk shall acknowledge all service requests that it receives with a confirmation page provided on the web site which identifies the problem log number assigned and all other information provided by the user on the problem log capture page.
- 1.14.6.4. Performance Tracking and Reporting** - The Help Desk shall track its performance according to the Severity Levels and provide web accessible problem tracking status report with monthly summaries to Provider. All problems received by e-

mail and facsimile will be archived in a web accessible database.

1.14.7. Documentation - AHL shall be responsible for maintaining a complete set of the current Documentation on the Clearinghouse Services and CADX via the website.

1.14.8. On-line Access and Archival Backups – On line data shall be backed up daily to support data recovery in the event of system failure. In providing such extended on-line access, AHL shall have no obligation to transfer any Data that is currently maintained on tapes to on-line access.

1.15 Optional Services means those services that are provided outside the scope of the standard CADX Implementation.

1.15.1. Additional Users - Installation of secure access to the AHL Web Site for additional users workstations beyond Standard Implementation Services.

1.15.2. On-Site Training – At the written request of the Client, AHL shall provide on-site training for CADX.

1.15.3. Extended On-line Claims Archiving Service – Storage of HealthCare Data beyond the standard 180 day retention period on the AHL Web Site.

1.15.4. Electronic Medical Records Interface – Direct interface to the electronic medical records/file system of the Payer or Provider to automate the retrieval or placement of HealthCare Data to and from the AHL Web Site. This includes batch export of Healthcare Data as aged archives are purged.

1.15.5. Batch Document Scanning at Clearinghouse – Documents may be sent to the AHL clearinghouse for batch scanning of documents to the AHL Web Site. The degree of indexing for key fields as described in Section 1.2.2.2 will be based on bar coding or optical character recognition structures available. Manual indexing can be performed through a separate web application or by AHL for an additional fee.

1.15.6 Automated Notes Posting – Direct interface of activity notes into the Information System of either Payer or Provider. Maintenance and support of said interface after initial set up will be billed at the same rate structure.

1.15.7. Capture of Requests for Attachments from direct Payer Interface - AHL may receive the ANSI X12-277 Unsolicited Claim Status transaction or the X12-277 Claim Status as a response to a X12-276 Claim Status Inquiry and prepare a CADX request for attachments and post this information to the CADX web site for the Provider.

1.15.8. Additional Security Procedures – means any additional security requirements requested by the Client above and beyond the Security services offered by AHL.

1.15.9. Appeals and Notices - Once the Payer review process has been completed, the Provider can complete an online appeal form, if desired based on the records previously submitted or submit additional documentation in support of their appeal. The Payer may also send notices (formal or informal) to the Provider. The appeal and notice types include but are not limited to the following:

1.15.9.1 Medical Necessity

1.15.9.2 Timely Filing

1.15.9.3 Under Payment

1.15.9.4 Over Payment

1.15.9.5 Coverage

1.15.9.6 Eligibility

1.15.9.7 Late Payment Interest Calculations

1.15.9.8. Formal Notices of Decisions from the Payer to the Provider currently sent via overnight or certified/registered mail

1.15.10 **Advanced Document Capture Services** - CADX will support the Provider’s ability to capture and store files or images for later retrieval as part of a record retention system, to facilitate use in CADX to respond to Payers request for attachments, intra and inter Provider sharing of documents on a “push” basis (e.g., Hospital ER records being sent to the capitated medical group for treatment authorization and certification, exchanging of medical or other business records in support of patient care or business purposes of the Provider). The degree of indexing for key fields as described in Section 1.2.2.2 will be based on bar coding or optical character recognition structures available. Manual indexing can be performed through a separate web application or by AHL for an additional fee.

1.16 **PAS** means Client’s patient accounting and adjudication systems.

1.17 **Payer** means a governmental or private payer which receives health care claims, inquiries, and/or other transactions from Providers and processes payment and/or other transactions or notices related thereto, and who has entered into a Master Service Agreement with AHL.

- 1.18 PC Workstation** means a computer workstation that meets or exceeds the most current minimum requirements can be found at <http://AllHealthLogic.com/Documentation> or its successor URL.
- 1.18.1** The computer Operating System is Microsoft ® Windows 98 or higher.
- 1.18.2** Internet / Intranet Connectivity as defined in section 1.13.
- 1.18.3** Microsoft ® Internet Explorer browser version 5.5 or higher with 128-bit cipher strength enabled, and a high speed internet connection (128 kilobits or better).
- 1.18.4** For Image Capture via scanning, the PC shall be equipped with a flatbed or sheet feed scanner that is TWAIN32 compatible.
- 1.19 Provider** means a health care provider who renders covered health services to enrollees of Payers and who has entered into a Master Service Agreement with AHL.
- 1.20 Security** means all reasonably required security procedures to protect the integrity and security of the Healthcare Data to prevent access from unauthorized physical or electronic sources in accordance with industry standards. Such procedures shall be no less rigorous than those used by AHL to secure its own data.
- 1.21 Services** means, collectively, the Standard Implementation Services for CADX.
- 1.22 Severity Levels** means the classification of Client’s problems in using the CADX
- 1.22.1** Severity Level I (Critical): Stops operation (e.g., system outage, malfunctions that could result in a loss or corruption of Data, multiple sites/locations affected). This Severity Level will be denoted in the “Status Field” on the Website as an “A” and the lettering will be in the color RED.
- 1.22.2** Severity Level II (High): Impairs operations (e.g., slow response, incomplete transmission, unresponsive supported device where there is no workaround, malfunctions that prevent the use of a portion of the application). This Severity Level will be denoted in the Status Field as a “B” and the lettering will be in the color RED.
- 1.22.3** Severity Level III (Medium): Workaround available (e.g., existing device errors, lack of application knowledge issue). This Severity Level will be denoted in the Status Field as a “C” and the lettering will be in the color BLACK.

- 1.22.4 Severity Level IV (Low): Minor or administrative (e.g., adding devices). This Severity Level will be denoted in the Status Field as a “D” and the lettering will be in the color BLACK.
- 1.22.5 Severity Level V (Enhancement Request): Requires vendor support (e.g., could be a reminder or application limitation that is cosmetic in nature). This Severity Level will be denoted in the Status Field as an “E” and the lettering will be in the color BLACK.
- 1.22.6 Severity Level VI (External Issue/Problem): Problems/requests related to hardware and software which are not part of the CADX or Clearinghouse Services. This Severity Level will be denoted in the Status Field as an “F” and the lettering will be in the color BLACK

- 1.23 **TDI or Transaction Data Interchange** means an exchange of transactional data by electronic and/or other means and may include EDI.
- 1.24 **Transaction Partner** refers to the Party on the other side of a CADX transaction.
- 1.25 **Value Added Network** means private intranet(s) that provide secure EDI connectivity not available on the Internet for a monthly fee.