

**COLLECTION SERVICES AND
BUSINESS ASSOCIATE AGREEMENT**

THIS COLLECTION SERVICES AND BUSINESS ASSOCIATE AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__ by and between [COVERED ENTITY/HEALTHCARE PROVIDER], ("HEALTHCARE PROVIDER"), and NATIONAL HOSPITAL COLLECTIONS, L.L.C., a West Virginia Limited Liability Company, ("NHC").

WITNESSETH:

WHEREAS, the Healthcare Provider is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA "); and

WHEREAS, the Healthcare Provider's direct and indirect use and disclosure of Protected Health Information ("PHI") is subject to HIPAA; and

WHEREAS, the Healthcare Provider is desirous of obtaining the services of NHC to assist in the collection of patient accounts receivable; and

WHEREAS, NHC is, for purposes of HIPAA, a "Business Associate;" and

WHEREAS, NHC wishes to provide third party accounts receivable collection services for the Healthcare Provider upon the terms and conditions herein stated.

NOW THEREFORE, in consideration of the foregoing covenants and promises, the adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

I. GENERAL TERMS AND CONDITIONS

1.1 Description of Collection Services

NHC shall perform third party collection services on patient accounts referred to NHC by the Healthcare Provider in compliance with the applicable requirements of HIPAA, the Fair Debt Collection Practices Act ("FDCPA"), Medicare and Medicaid rules and regulations, and state and local laws and regulations. The parties agree that the number and dollar value of patient accounts referred to NHC under this Agreement shall be within the sole discretion of Healthcare Provider. The services to be performed by NHC on referred patient accounts may include:

- (A) Data extraction;
- (B) Data aggregation services;

- (C) Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and subrogation of health benefit claims;
- (D) Performance of location information services;
- (E) Mailing of collection notices;
- (F) Telephone requests for payment;
- (G) Establishment of repayment plans;
- (H) Obtaining payment under a contract for reinsurance (including stop loss insurance and excess of loss insurance), and related health care data processing;
- (I) Review of health care services with respect to coverage under a health plan or justification of charges.

1.2 Necessary Information to Effectuate Services

Healthcare Provider authorizes NHC to commence its collection procedures to effectuate payment of a referred account when Healthcare Provider provides NHC with the following patient/responsible party information that pertains to the patient's referred account:

- (A) Name, address and telephone number of responsible party;
- (B) Name, address and telephone number of patient;
- (C) Name of responsible party's spouse
- (D) Social security number of responsible party;
- (E) Social security number of patient;
- (F) Payment history pertaining to the account;
- (G) Employment name, address and telephone number of responsible party;
- (H) Employment name, address and telephone number of patient;
- (I) Name and address of any healthcare provider and/or health plan pertaining to the account;
- (J) Balance;
- (K) Patient Date of Birth;
- (L) Date of Last Service;
- (M) Date of Last Payment or Insurance Denial Date.

The parties agree that each of the above listed items is reasonably necessary for NHC to perform services under this Agreement and to comply with applicable law.

1.3 Limitations on Use and Disclosure of Minimum Necessary Information

NHC agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. NHC further agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than to those employees, officers, directors, authorized agents, vendors and subcontractors of NHC whose ability to perform their job functions or render services to NHC may require such access, use or disclosure of

PHI. Authorized agents, vendors and subcontractors of NHC include, but may not be limited to, its attorneys, accountants and accounting service providers, providers of hardware, software, technical support service providers, and letter services used by NHC in connection with services to the Healthcare Provider.

1.4 Obligations of the Healthcare Provider

(a) Healthcare Provider shall notify NHC of any limitation(s) in its notice of privacy practices of Healthcare provider in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect NHC's use or disclosure of PHI.

(b) Healthcare Provider shall notify NHC of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect NHC's use or disclosure of PHI.

(c) Healthcare Provider shall notify NHC of any restriction to the use or disclosure of PHI that Healthcare Provider has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect NHC's use or disclosure of PHI.

1.5 Verification Information

Upon NHC's receipt of a written request from patient requesting verification of the account information, Healthcare Provider shall provide NHC with an itemization of the services and the date(s) such service(s) were rendered to the patient which pertain to the account receivable referred to NHC pursuant to this Agreement.

1.6 Right to Withdraw Referred Accounts

Upon written notification to NHC, the Healthcare Provider shall be permitted to withdraw any patient account not in payment status which was referred to NHC more than six (6) months preceding the withdrawal request. The Healthcare Provider shall be permitted to withdraw without charge any patient account which NHC determines is uncollectible, or which may require legal action. Subject to the retention requirements set forth in this Agreement, NHC agrees to return or destroy all data and information relating to such patient accounts to the Healthcare Provider within thirty (30) days of its receipt of the notice of withdrawal.

1.7 Right to Refuse to Perform Services

Upon receipt of notice that a referred patient account is subject to restrictions on the use or disclosure of PHI, NHC may, at its sole discretion, return the said patient account to the Healthcare Provider without penalty,

1.8 Electronic Data Exchange

Healthcare Provider and NHC shall adhere to the electronic data exchange protocols as required by Health and Human Services Department Standards for Individually Identifiable Health Information.

II. TERM OF AGREEMENT

2.1 Primary Term

The Primary Term of this Agreement shall be for a period of one (1) year from the date of the execution of this Agreement.

2.2 Renewal

The Healthcare Provider must provide NHC with at least thirty (30) days written notice prior to the expiration of the Primary Term of this Agreement of its intent not to renew this Agreement or this Agreement will automatically be renewed for a length of time equal to the Primary Term.

III. COMPENSATION AND REPORTING REQUIREMENTS

3.1 Calculation of Commissions Earned

NHC's commission, unless otherwise stated, shall be calculated according to the provisions set forth in Schedule, A which is attached hereto and incorporated herein.

3.2 Compensation for Withdrawn Accounts Receivable

NHC shall be compensated in accordance with Schedule A of this Agreement with respect to any payments received by either NHC or the Healthcare Provider on an account receivable subject to this Agreement as of the date said account is withdrawn by Healthcare Provider.

3.3 Statement of Payments Collected

On or before the 10TH day of each month, NHC shall submit to Healthcare Provider a Monthly Activity Invoice of payments collected by NHC and/or Healthcare

Provider, a Check if monies are due the Healthcare Provider, and a Statement of Commissions earned. The Monthly Activity Invoice shall set forth an itemization of payments collected by NHC and/or Healthcare Provider, the amount of commission earned on each payment that NHC earned during the preceding month as a result of its performance of collection services under this Agreement.

3.4 Additional Monthly Reporting Requirements

On a monthly basis, NHC shall provide Healthcare Provider with a Performance Report detailing listings and collections during the preceding month, current and prior years. This comprehensive collection report allows the Healthcare Provider to closely monitor collection results achieved.

IV. INSURANCE AND BONDS

4.1 General Liability Insurance

Throughout the term of this Agreement, NHC shall obtain and maintain comprehensive general liability insurance with minimum limits of \$1,000,000.00 in the aggregate. NHC shall obtain and maintain this insurance coverage at its own expense, without reimbursement from Healthcare Provider and provide Healthcare Provider with evidence of this coverage upon request.

4.2 Workers Compensation Insurance

Throughout the term of this Agreement, NHC shall obtain and maintain required Worker's Compensation Insurance. NHC shall provide Healthcare Provider with evidence of this coverage upon request.

V. INDEMNIFICATION

5.1 Hold Harmless and Indemnification

NHC and Healthcare Provider shall mutually protect, indemnify and hold harmless each other, their officers and employees from all claims, suits, actions, attorney's fees, costs, expenses, damages, judgments or decrees arising out of the failure by either party to comply with all applicable federal, state and local laws and regulations enacted now or to be enacted in the future as the same may apply to the subject matter of this Agreement and all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any injury to persons or property caused by the other party, their officers, or employees in the performance of the work and services under this Agreement.

VI. TRANSFER, ASSIGNMENT, USE OF SUBCONTRACTORS

6.1 Transfer and Assignment

NHC shall not, without the prior written consent of Healthcare Provider, assign, transfer, or otherwise dispose of this Agreement, any claim thereunder, any interest therein, or any moneys due or to become due thereunder. Such consent shall not be unreasonably withheld.

6.2 Use of Subcontractors or Agents

To the extent NHC uses agents or subcontractors to assist it in performance of services under this Agreement and performance by the agents or subcontractors necessitates their access to, use or disclosure of any item of Information, NHC will not provide its agents or subcontractors any PHI unless the agent or subcontractor has agreed, in writing, that the provisions of this Agreement relating to the use, access, disclosure or audit of PHI are binding upon and applicable to the agent or subcontractor to the same extent such provisions are binding on, and applicable to, NHC.

6.3 Access to Subcontractor or Agency Agreements

NHC shall provide Healthcare Provider with copies of any subcontractor or agent contracts upon request throughout the term of this Agreement.

VII. MUTUAL ASSURANCES

7.1 Healthcare Provider Assurances

In addition to all other representations, terms and conditions provided in this Agreement, Healthcare Provider represents and agrees that:

- (A) Accounts referred to NHC pursuant to this Agreement are in default;
- (B) Healthcare Provider has and shall obtain throughout the term of this Agreement, all necessary consents required by HIPAA, as amended, sufficient to permit the disclosure of PHI to NHC and to permit NHC to perform services contemplated by this Agreement;
- (C) The uses and disclosures of PHI under this Agreement are consistent and in accordance with Healthcare Provider's privacy policies and procedures adopted pursuant to the Health and Human Services Department Standards for Individually Identifiable Health Information;
- (D) Healthcare Provider shall immediately notify NHC of any restrictions placed on the use of PHI pertaining to a referred account with sufficient detail so as to allow NHC to honor such restrictions;

- (E) If Healthcare Provider knows or has reason to know that the consumer for whom it has or does provide service disputes the account, is represented by an attorney or has filed bankruptcy, Healthcare Provider shall notify NHC of this knowledge upon receipt thereof;

7.2 NHC Assurances

In addition *to* all other representations, terms and conditions provided in this Agreement, NHC represents and agrees that with respect PHI provided by the Healthcare Provider or obtained by NHC in connection with services rendered for the Healthcare Provider under the Agreement that:

- (A) NHC shall not use or further disclose PHI pertaining to the recipient of Healthcare Provider's services or any responsible party on a referred account other than as permitted or required by this Agreement or as required by law;
- (B) NHC shall use appropriate safeguards to prevent the use or disclosure of PHI pertaining to the recipient of Healthcare Provider's services or any responsible party on a referred account other than as provided for in this Agreement;
- (C) NHC shall notify Healthcare Provider of any use or disclosure of PHI not provided for by this Agreement of which it becomes aware;
- (D) NHC shall make available PHI in accordance with the Health and Human Services Department Standards for Privacy *of* Individually Identifiable Health Information;
- (E) NHC shall make available for amendment and incorporate any amendments to PHI in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information;
- (F) Healthcare Provider has determined that the uses and disclosures of PHI specified in this Agreement, whether by Healthcare Provider, NHC, or their authorized agents and subcontractors, are made and authorized as part of treatment, payment and healthcare operations relating to the Healthcare Provider. NHC will use its reasonable best efforts to maintain records of any use or disclosure of PHI not provided for in this Agreement by NHC, its officers, directors, employees, agents and subcontractors and, to the extent known by NHC, report to the Healthcare Provider any use or disclosure by such persons not authorized by this Agreement and provide such information to the Healthcare Provider upon written request of the Healthcare Provider, which request shall be made only in connection with an accounting request made to the

Healthcare Provider under the then applicable HIPAA Standards. Information regarding any unauthorized use or disclosure of PHI shall be maintained by NHC for a period of not less than six (6) years from the date of such unauthorized use or disclosure.

- (G) NHC shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by NHC on behalf of the Healthcare Provider, available to the Health and Human Services Secretary for the purposes of determining the Healthcare Provider's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information.
- (H) NHC shall train appropriate staff so as to assure compliance with this Agreement and the Health and Human Services Department Standards for Individually Identifiable Health Information.
- (I) NHC's obligation to provide PHI, to make corrections or amendments to PHI, to respond to the written instruction/request of the Healthcare Provider; or to deliver PHI and documentation to the Healthcare Provider shall only be as directed, in writing, by the Healthcare Provider.

VIII. INDEPENDENT CONTRACTOR

8.1 Independent Contractor Status

The parties expressly agree hereto that NHC is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an employer-employee relationship or a joint venture relationship, or to allow Healthcare Provider to exercise direction or control over the manner or method by which NHC performs the Services which are the subject matter of this Agreement.

IX. AUDIT

9.1 Audit

NHC shall make its records relating to Healthcare Provider's accounts placed with NHC available for an audit at its office at reasonable times upon reasonable prior written notice to NHC during the Agreement period, said audit to be performed by Healthcare Provider's patient accounting staff, Healthcare Provider's internal auditors or their outside accounting firm selected and compensated by Healthcare Provider.

X. SECURITY

10.1 Security

NHC shall at all times during this Agreement maintain security procedures in accordance with the requirements of Health and Human Services Department Standards for Security of Individually Identifiable Health Information,

XI. NOTICES

All notices required under this Agreement shall be given in writing and shall be sent by US Mail, first class postage pre-paid, to the following address:

If to NHC: NATIONAL HOSPITAL COLLECTIONS, L.L.C.
256 Greenbag Road, Suite 2
P. O. Box 699
Morgantown, WV 26507-0699
Attn: Linda Wolfe, C.O.O.

If to Healthcare Provider: Name of Healthcare Provider Address
City, State Zip
Attn: (Insert Title as applicable)

XII. ENTIRE AGREEMENT, MODIFICATIONS AND AMENDMENTS

This document contains the entire agreement between the parties and shall supercede all pervious agreements between the parties. This Agreement, or any of its provisions may be modified or amended at any time during its term, but only by an agreement in writing, signed by both parties, stating which provisions of this Agreement are so amended and setting out such amendment or modification in full.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of West Virginia.

XIV. TERMINATION

14.1 Termination Upon Notice

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party upon thirty (30) days prior written notice. Upon termination of this Agreement, NHC shall immediately cease all collection activity for Healthcare Provider. Upon termination, NHC shall, within thirty (30) days, remit

outstanding collections net of NHC's commissions, received by NHC on behalf of Healthcare Provider.

14.2 Post Termination Events

To the extent feasible and regardless of the reason for termination of this Agreement, NHC shall return or destroy all PHI received from, or created or received by NHC on behalf of the Healthcare Provider that NHC still maintains in any form. NHC shall retain no copies of such information or, if such return or destruction is not feasible, NHC shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make its return or destruction infeasible.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

NATIONAL HOSPITAL COLLECTIONS, L.L.C.

HEALTHCARE
PROVIDER

SCHEDULE A