



STATEMENT OF WORK
Accounts Receivable Recovery Services

This statement of work ("SOW") begins on the Services Start Date set forth below and is governed by the Master Services Agreement executed between the County of Ventura (Client) and CorroHealth, Inc. ("Agreement"). All capitalized terms not defined in this SOW have the definitions provided in the Agreement.

Services to be provided:	Accounts Receivable Recovery Services
Services Start Date (unless otherwise agreed by the Parties):	The Effective Date
Services Effective Period (subject to renewal provisions of the Agreement):	As outlined in section 4
Fees:	SOW not to exceed amount is \$200,000 per contract year
Selected Model:	Hybrid Model

The following terms and conditions are in addition to the terms and conditions in the Agreement. If these terms are inconsistent with the Agreement, these terms govern CH's provision of the Services listed in this SOW. Any reference to Client's "System" refers to Client's Health Information System or Practice Management System in place from time to time.

1. Services.

- a. Provision of Services; Deliverables. Client will place with CH selected accounts receivable ("Accounts Receivable Recovery Services") during the Services Effective Period. The Accounts Receivable Recovery Services will include each item listed below:
 - i. Patient encounters that are in the hands of CH will not be assigned to a collection agency or attorney either by the Client or CH, other than specified herein;
 - ii. CH will provide its information system personnel to assist Client in the retrieval of data for all accounts designated for referral to CH;
 - iii. If needed, as determined by Client, CH will provide staff on-site at Client to retrieve all additional information needed by CH;
 - iv. If needed, as determined by Client, Client will provide workspace for CH personnel and will train CH personnel on its system and business office processes;
 - v. CH will return patient accounts to the Client in the following instances:
 1. CH will remove any such patient accounts from the turnover lists at no costs to Client when so notified by the Client and will not take any action to collect them.
 2. The account is fully paid by the third party or the remaining unpaid balance is self-pay or less than twenty-five dollars (\$25.00).
 3. The account is determined to be uncollectible as noted by CH in which case the reason(s) will be notated.
 - vi. CH will prepare and submit to the Client each month listings of all accounts being returned segregated by Payer type and according to the reason for return as

indicated above. The listing will also show any accounts being returned at the request of the Client;

vii. CH will provide the Client with the following reports:

1. At least monthly provide a summary of recoveries by CH along with other management information and statistics as agreed upon between CH and Client.
2. A complete inventory of all accounts in the hands of CH together with an indication of the status of each account will be provided by CH at least monthly.
3. A reconciliation, at least monthly, or as often as Client request.

viii. When it determines that an account should be pursued by legal action or filing with a regulatory action, CH will immediately notify the Client and turn over the account to Client for resolution. CH will make available to Client (or an attorney designated by the Client) any papers related to the action and the account(s) involved.

- b. Qualifications. Each CH staff member will have experience related to the respective Services, including California Medi-Cal and Federally Qualified Health Centers, he or she provides and the appropriate education and background to provide such Services.
- c. Access to Systems; Working Days (Domestic). CH may elect to provide Services at any time of any day, and Client must provide CH constant access to Client's System unless Client provides 7 days' advance notice of interruption or unless there is an unforeseen event not covered by Force Majeure. CH observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. When a holiday falls on a Saturday, it is observed the preceding Friday. When a holiday falls on a Sunday, it is observed the following Monday. CH reserves the option to work on weekends and holidays. Client may require that CH perform Services on a weekend or holiday work, but Client must schedule weekend or holiday work thirty (30) days in advance.
- d. Access to Systems; Working Days (Global). CH may elect to provide Services at any time of any day, and Client must provide CH constant access to Client's systems unless Client provides 7 days' advance notice of scheduled interruption or 24 hours' advance notice of unscheduled interruption or unless there is an unforeseen event not covered by Force Majeure. CH observes the following holidays: New Year's Day, Pongal, Republic Day, Tamil New Year, May Day, Indian Independence Day, Vinayagar Chaturthi, Gandhi Jayanti, Vijaya Dashmi, Diwali, and Christmas Day. When a holiday falls on a Saturday, it is observed the preceding Friday. When a holiday falls on a Sunday, it is observed the following Monday. CH reserves the option to work on weekends and holidays. Client may require that CH perform Services on a weekend or holiday work, but Client must schedule weekend or holiday work thirty (30) days in advance.
- e. No Professional Determinations of Essential Procedures. CH will only be responsible for the performance of the Services contemplated by this SOW. CH will perform the Services based on the records and patient medical charts prepared by, and the professional determinations made by, Client. Client is solely responsible for all its professional determinations as to the medical necessity of its procedures and for its compliance with any local, state or federal guidance or mandates pertaining to the provision of essential or non-essential medical procedures. In the event CH has a concern/issue with Client's medical documentation, CH will address with Client via a virtual and/or onsite executive sponsor during quarterly reviews.

2. CH Obligations.

- a. Performance of Accounts Receivable Recovery Services. CH will provide and support the Accounts Receivable Recovery Services in accordance with commercially reasonable industry standards.
- b. System Downtime. CH will work diligently with Client's staff to recover production as quickly as possible if Client experiences connectivity problems and downtime. Any lost production time resulting from Client's connectivity, applications, Systems and/or network downtime may affect productivity and overall project success. CH may temporarily re-assign staff to other projects until Client's System connectivity issues and/or downtime are resolved.
- c. Status Meetings. CH must schedule and facilitate recurring project status meetings with Client throughout the Services Effective Period, but CH will not be required to schedule and facilitate project status meetings more than weekly.

3. Client Obligations.

- a. Client will provide CH at implementation access to all applicable systems in order to complete all follow-up functions on the inventory received. Client will provide the necessary and appropriate contact for these systems. Including but not limited to:
 - i. Billing docs (UB, IB, EOB, HCFA, Medical Records, Access to send electronic billing with payer ID matrix)
 - ii. EMR system (Cerner)
 - iii. EDI files (837,835,270,271,276, 277, 278)
 - iv. Contract management software and actual contracts
 - v. Clearinghouse software (including Medicare RTP report and any additional billing related imaging systems) including the ability to see accounts billed through paper as well as rejection reports
 - vi. Payer websites (including Medicare and Medi-Cal)
 - vii. Timely filing information per payer (appeals, submissions, corrected claims, insurance plan code matrix if available, bucket balancing system access)
- b. Client must provide CH with logins and access to any systems necessary for CH to provide revenue cycle support services and any other Services requested by Client. Client must complete access requests within 2 weeks of receipt of completed form(s).
- c. Client must provide CH with training in the procedures, standards, and practices specific to Client and CH's use of its software and its system.
- d. Client must provide CH with remote printing capabilities.
- e. Client must participate in all project status meetings and provide CH contact information for a project manager, resources to provide files according to data specifications, and an executive sponsor
- f. Client is responsible for any technical costs associated with creating and transmitting required data to CH as part of the Services

4. **Services Effective Period.** This SOW is effective and binding upon the parties on the "Effective Date". The initial term of this SOW begins on the Effective Date and continues for one (1) year (the "Initial Term"). Thereafter, this Agreement, and upon mutual agreement, may be renewed for one (1) year periods (each, a "Renewal Term"), unless terminated upon 90 days' notice prior to the end of the then current term. Collectively the Initial Term and the Renewal Term(s) shall be referred to as the "Term".

5. **Billing Contact.** CH shall send invoices as follows. CLIENT may change the designated billing contact by emailing CH at accounts.receivable@corrohealth.com.

Contact 1
Name: VCMC Accounts Payable
Address: 800 South Victoria Ave., L #4610 Ventura, CA 93009
Email: VCMC.AccountsPayable@ventura.org

6. **Services Wind-down.** Upon notice of termination of this SOW, the termination process will proceed as follows:

- a. Days 1-30 after notice of termination: CH will continue to accept and work new cases.
- b. Days 31-90 after notice of termination: CH will cease accepting new cases but will continue to work cases initiated prior to day 31 from termination notice. CLIENT will be billed and will remit payment for cases worked during this wind-down phase.
- c. Day 90: CH will cease providing any Services.

7. **Scope of Services and Fees Summary:**

- Placements may include commercial, managed care, managed government, and government payers.
- Hybrid Resources is a mix of CH's domestic and global team members.
- Age of the account will be determined the day the account is referred to CH.

8. **Placement & Fee Rates:**

As payment for the Accounts Receivable Recovery Services defined herein, CLIENT must pay CH according to the schedule below.

Placements:

- All account net balances under \$10k, not greater than Aged 90 days, for Medicare, Medi-Cal, and commercial payers billed through the patient financial services (PFS) department. Accounts will be selected by Client.
- Selected (by Client) account net balances under \$5k, not exhausted by payer timely filing limits billed through PFS.
- All additional placements will be determined by Client in coordination with CL during each monthly project status meetings.

Fees:

Balance Criteria	Payer	Age Criteria	Contingency Rate
Under \$5k	Medicare or commercial	Less than Day 91	9.9%
Greater than \$5k and under \$10k	Medicare or commercial	Less than Day 91	6.2%
All balances	Medi-Cal	Any Age	4.5%
All other determined accounts Greater than \$10k	Various	Any Age	4.5%
All other determined accounts Under \$10k Greater than 90 days	Various	Greater than Day 90	12.5%

Admin/Analysis Fee on accounts fully resolved by CH when no payment occurred (excluding accounts placed in error).

- \$20 per account for resolved zero pays
- For purposes of this SOW CH defines fully resolved by patient account being paid in full, and/or insurance balance adjusted to \$0, and/or remaining balance is patient portions.

County of Ventura	CorroHealth, Inc.
By:	By:
Name:	Name: Scott Tudor
Title:	Title: CFO
Date:	Date: