

BILLING PRODUCT EXHIBIT

Certain Products are used to bill for healthcare services rendered by Member (the "Billing Products"). In addition to the provisions of the MSA, the following billing-specific provisions also apply to such Billing Products.

1. Member Responsibilities

- 1.1. Documentation. Member shall: (a) be responsible for providing all documentation and information necessary to file a complete and accurate claim to a payer or responsible party for payment; (b) provide only information, diagnoses and codes which are fully supported in the patient medical record; (c) submit only those claims for payment which represent services actually performed; and (d) document patient care within a WebPT EMR system. Documentation includes but is not limited to charges for services, written or electronic correspondences from any payer or responsible party, records of payer and responsible party payments and other records identified by WebPT as required to manage Member's accounts. Member acknowledges and agrees that Member is responsible for the accuracy of all information provided to WebPT, and WebPT is entitled to rely on information (e.g., patient information, payor instructions, credentials) and instructions Member provides. Member hereby certifies that the information provided to support each claim billed by Member shall be accurate and complete. Member agrees to indemnify and hold WebPT harmless against any liability for relying upon and using information Member provides and for following instructions Member provides related to billing for Member's services.
- 1.2. Billing Compliance and Requirements. Member understands that WebPT may utilize a Third Party Product for claim submission and eligibility processing.
- 1.3. Documentation and Coding Requirements. Member must review the rules used to process claims, including those included by default in the WebPT EMR (as integrated into a proprietary claim submission and eligibility platform) and those customized by WebPT, its Authorized Users or Member and Member hereby agrees to take full responsibility for any liability resulting therefrom. Member agrees to comply with the applicable requirements regarding the creation, customization and use of such rules, including the documentation and coding Requirements attached hereto as Exhibit A-1. **MEMBER ACKNOWLEDGES AND AGREES THAT NEITHER WEBPT NOR ITS SUBCONTRACTORS OR THIRD PARTY PRODUCT PROVIDERS ARE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM MEMBER'S USE OF THE WEBPT EMR (INCLUDING THE RULES USED TO CODE AND SUBMIT CLAIMS), DATA LOSS OR ACCURACY.**
- 1.4. Liability for Accuracy and Eligibility of Submitted Claims. Member shall be responsible for ensuring the accuracy of all information provided through the WebPT EMR and for identifying the proper payor for its claims. Neither WebPT nor its subcontractors or Third Party Product providers are liable for errors or damages caused by any such data. Member is solely responsible for ensuring that Member's submissions meet any payor requirements, and that they are filed with the applicable payor in accordance with applicable laws, including the submission of each "clean claim" (as defined by applicable state law) within the timeline set by payor and applicable state law. Neither WebPT nor its subcontractors or Third Party Product providers shall have any liability to Members for denied claims on any basis, including but not limited to lack of eligibility of Members to be paid for its services by applicable payor. WebPT, its subcontractors or Third Party Product providers are not responsible for the preparation and submission of a billing claim for each patient account to the patient and/or the applicable payor. **Notwithstanding anything to the contrary in this Agreement, neither WebPT nor its subcontractors or Third Party Product providers shall have any liability for any claims, errors, omissions, denials, or losses resulting from or relating to healthcare services performed prior to Member's use of the Billing Products.**
- 1.5. Authority and Accuracy of Enrollment and Billing Instructions. Member has the legal authority to submit bills under the provider numbers, tax identification numbers, or any other billing credentials or instructions that Member provides. Member agrees to appropriately maintain and update enrollment information with all payers, including taking all necessary actions in the event of changes in ownership or control, remittance address, or Electronic Funds Transfer configurations and information with such payers.. Member shall be solely and exclusively responsible for ensuring it has the appropriate authority to bill under the credentials, such as tax identification numbers.

2. Required Notices

- 2.1. Claims Errors. The parties understand that prompt notification of possible errors in claims, coding and the like is essential to permit correction of any errors and thereby reduce the risk of the submission of an

inaccurate claim and/or to mitigate any such error. Member therefore agrees to review promptly and carefully all documents sent to it by WebPT. If Member disputes the accuracy of any document prepared by WebPT, Member shall notify WebPT in writing within ten (10) business days of receipt of the document. Failure to notify WebPT of any errors known to Member or which should have been known, shall constitute a complete waiver by Member of any claim of breach of contract, malfeasance or the like arising out of or related to that document and any claims or transaction identified therein. Upon receipt of such notice, the parties agree to communicate their views and take such action as may be reasonable and necessary. WebPT shall not be liable for any claims Member submits that are inconsistent with WebPT guidelines and recommendations.

- 2.2. Notices to Government Agencies. The parties agree and understand that federal laws and some state laws provide substantial civil and criminal incentives for parties to self-report their possible violations of law. It is therefore important to the parties that they be given a reasonable notice and opportunity to investigate the possible violation and, where appropriate, report the violation to the authorities. The parties therefore agree that, to the extent permitted by law, neither party, its officers, directors or owners, shall notify any carrier, insurer or governmental agency of suspected violations of law by the other party without: (a) first providing the other notices required under this Agreement, if applicable; and (b) first giving the other party a reasonable opportunity to investigate and thereafter notify the appropriate entity(ies). Thereafter, if the party which believes the other has violated the law, decides to inform a third party of the suspected violation, it shall first, to the extent permitted by law, notify the other party in writing of (a) its intent to inform; (b) the substance of the intended notice to authorities; and (c) the intended date of notice to the authorities.

3. Party Compliance

- 3.1. WebPT Certification. WebPT warrants and certifies that: (a) neither it, nor its officers, directors or employees have been or are under a declaration of debarment or exclusion from participating in government contracting or participation in Medicare or Medicaid; (b) neither it, nor any of its officers, directors or employees is operating under or are otherwise subject to a Corporate Integrity Agreement (CIA); (c) neither it, nor any of its officers, directors or employees is aware of any pending investigation by any government agency relating in any way to its services; (d) neither it, nor its officers, directors or employees is currently a named defendant in criminal indictment or notification or a civil cause of action alleging a violation of the Civil False Claims Act or otherwise alleging the submission of false claims to any government or private insurer or any violations of HIPAA regulations.
- 3.2. Member Certification. Member warrants and certifies that: (a) neither it, nor its officers, directors or employees have been or are under a declaration of debarment or exclusion from participating in government contracting or participation in Medicare or Medicaid; (b) neither it, nor any of its officers, directors or employees is operating under or are otherwise subject to a Corporate Integrity Agreement (CIA); (c) neither it, nor any of its officers, directors or employees is aware of any pending investigation by any government agency relating in any way to its services; (d) neither it, nor its officers, directors or employees is currently a named defendant in criminal indictment or notification or a civil cause of action alleging a violation of the Civil False Claims Act or otherwise alleging the submission of false claims to any government or private insurer or any violations of HIPAA regulations.
- 3.3. Compliance Programs. The parties agree that each has or shall promptly implement a compliance program which meets the Office of Inspector General's applicable compliance program guidance and shall, upon the request of the other, provide a copy of relevant portions of their compliance plan documents to the other.

4. Billing Product - WebPT Billing

- 4.1. General Scope. WebPT shall perform the following: (a) assure that it is operating the most current version of WebPT Billing applicable to Member, (b) programmatically review patient and responsible party information submitted by Member for completeness using the most up to date billing rules supplied by the Member and implemented in WebPT Billing, (c) provide for clearinghouse and payer connections, (d) provide claims formatting and electronic submission of claims to specification of Member and implemented in WebPT Billing, and (e) keep current, support and enhance reports in WebPT Billing.
- 4.2. Out of Scope. WebPT or WebPT Billing specifically does not provide any service not specifically described above, including but not limited to: (a) practice and therapist payer credentialing, (b) negotiating and maintenance of payer contracts, (c) data entry of patient demographics, payer and responsible party information as is necessary to produce clean claims, (d) charge entry or charge capture through system interface from a third party vendor not agreed to by the parties, (e) management of denied claims, (f) filing and management of worker compensation and personal injury liens or letters of protection, (g) current

licensing for any and all applications that may integrate with WebPT Products or Services (including any Third Party Products) or any other application not provided by WebPT, (h) collections of accounts receivable, (i) posting of payments to patient accounts, (j) patient and Member financial management, and (k) printing and mailing of ad hoc (on-demand) patient statements and paper claims. Payment posting by Member will consist of electronic posting of payments and clearing the associated "error report" and manually posting all payments that are not able to be posted electronically.

Exhibit A-1

Documentation and Coding Requirements

1. Member and WebPT share the common goal of submitting accurately coded claims, supported by adequate documentation, to all payers. The parties recognize that the steps necessary to achieve this goal are a shared responsibility, subject to the specific assigned responsibilities noted below.
2. The guidelines set forth in this Agreement reflect the OIG Compliance Program Guidance for Third-Part Medical Billing Companies, available at <https://oig.hhs.gov/documents/compliance-guidance/805/thirdparty.pdf> (last accessed May 23, 2025).
3. These requirements shall apply to the WebPT EMR, Billing Platform, and all content processed therein, whether the rules set by WebPT, its subcontractors or Third Party Product provider as a default, or the rules that WebPT its subcontractors or Third Party Product provider customizes, as well as all professional services provided by WebPT, its subcontractors or Third Party Product providers, and its application is not limited to claims to be submitted to the federal health care programs.
4. Failure by Member to comply with these terms may be grounds for termination of the Agreement.
5. Member represents that the medical services that it provides meet all requirements for licensure, certification, registration, accreditation, or similar recognition by federal, state or local law, regulation or guidance, and that it will correctly identify the provider of service in its claim documentation.
6. Member is responsible for reviewing its payer contracts to determine requirements applicable to specific items or services.
7. Member represents that all claims it submits to or uses the WebPT EMR for claim submission are supported by accurate and complete documentation, consistent with payer requirements. WebPT, its subcontractors or Third Party Product providers will rely upon Member's representation that Member has in its possession the appropriate documentation to support its claims, including, but not limited to accurate documentation of the following:
 - a. Patient signature for Assignment of Benefits
 - b. Patient's insurance coverage
 - c. Support for any modifier to be appended to the claim
 - d. Qualified Provider of service
 - e. Correct use of NPI/other provider number
 - f. Diagnosis/clinical reason for service
 - g. Place of Service (Code)
 - h. Location of Service (Address)
 - i. Referring Provider, if required by payer
 - j. Rendering Provider, if required by payer
 - k. Classification as new or existing patient, if required by payer
 - l. Chart note reflecting service actually provided (e.g., supervision if required, documentation guidelines for evaluation/management codes), with appropriate signatures and dates
 - m. Orders for items or services, or plan of care, if appropriate
 - n. Adequate documentation of time spent, if coding is time-based
 - o. No employment of or contract with an individual or entity that is excluded from participation in the Federal health care programs.

This documentation need not be submitted by Member on a routine basis to WebPT, its subcontractors or Third Party Product providers, but WebPT, its subcontractors or Third Party Product providers may request (and Member agrees to provide) such documentation on occasion to confirm Member's practices, or with respect to a particular claim. In addition, WebPT, its subcontractors or Third Party Product providers may reach out to Member to obtain clarification from Member when provided information is confusing or seems to lack adequate justification.

8. Member represents that it will accurately reflect all charges to and collections from its patients.
9. Member will be responsible for resolution of any overpayments resulting from payer audits.
10. Member will be responsible for resolution of any credit balances.

Member will retain records to support its claims in accordance with payer requirements and regulatory/legal practices.

Appendix 01: General Rules & Automation

This appendix provides general guidance for the working model and responsibilities surrounding how Member wishes to work with WebPT, its subcontractors or Third Party Product providers to configure the claim submission and eligibility platform ("Billing Platform") to automatically modify claim information at the direction of Member.

As a general matter, WebPT, its subcontractors or Third Party Product providers do not make changes to coding, billing provider, or service facility information on claims, as accurate medical coding and provider data configuration is the responsibility of Member, who have the necessary organizational context and clinical awareness to ensure that claims are compliant for submission to payers.

Member may from time to time request or make changes to rules logic that may modify specific claim data, including but not limited to CPT codes, modifiers, taxonomy codes, service line quantity, rendering provider, billing provider, and other claim data elements. In the event WebPT, its subcontractors or Third Party Product providers consent to make such changes on Member's behalf, Member will make such requests in written form, including an explanation for the requested changes, which both parties shall deem as sufficient for approving this logic to be configured in the Billing Platform rules engine. Member warrants that any such requests are, to the best of their knowledge, in full compliance with all relevant and applicable laws, regulations, and payer guidelines, and that codes are being revised solely to improve model accuracy. Member acknowledges that payer decisions as to coverage and reimbursement are premised upon accurate coding information submitted by and for providers, and Member assumes full liability for its coding, including coding generated by any requested changes to rules logic. Moreover, Member acknowledges that once the logic is implemented, it will remain in effect until Member makes changes to the logic, or, if WebPT, its subcontractors or Third Party Product providers consent to make such changes on Member's behalf, provides a written request to WebPT, its subcontractors or Third Party Product providers that these rules should be further modified, and that it is Member's sole responsibility to ensure that any future changes to coding and/or billing practices are reconciled with these rules, and to advise WebPT, its subcontractors or Third Party Product providers promptly if further changes are required or requested. This appendix applies equally to rule configuration as it does to individual claim edit task requests, which WebPT, its subcontractors or Third Party Product providers may support from time to time.