

General Terms & Conditions

1. Patients/Members/Lives

- 1.1. **Patients under Navina for Quality Performance** - Patients under Navina for Quality Performance refers to the patient population for whom Navina will generate quality performance insights based on care gap files.
- 1.2. The terms “**Member**”, “**Patient**” and “**Live**” have the same meaning.
- 1.3. **Patients under Navina for Risk** - Patients under Navina for Risk refers to the patient population for whom Navina will generate HCC/Diagnosis insights.

2. Billable Members

- 2.1. Navina defines billable members according to one of two methods, which will be determined during the onboarding process by Navina and the Customer:
 - a. EHR Field (e.g. insurance carrier, insurance type).
 - b. Patient Roster
- 2.2. When relying on EHR Field to determine patient eligibility, Navina’s logic follows that all the following conditions be met:
 - a. Patients is 18 years or older, alive, and active (EHR status).
 - b. Patient matches EHR Field (e.g. when using insurance carrier, Navina will include patients who have active, primary insurance that matches the defined criteria for this field).
 - c. Patient had an encounter (of any type) within 2 years from the assessment date with a provider who is configured as an active Navina user.
- 2.3. When relying on Patient Roster(s) to determine patient eligibility, Navina will include all patients included in the Patient Roster. For details about the Patient Roster ingestion process, see “Data Sources” below.
- 2.4. Navina will assess the count of members at the end of each month using the current-day data from the EHR/Patient Roster. This may result in fluctuations over time caused by normal, expected changes, e.g. new patients, newly deceased patients, etc.
- 2.5. Additional billable members will be charged according to price specified in the Order Form.

3. Analytics packages

- 3.1. **Performance Dashboards** - Navina’s Performance Dashboards includes Navina’s analytics platform with predefined charts and reporting of Navina engagement and performance metrics.

- 3.2. **Reporting API** - Navina's reporting API enables direct connectivity to access Navina analytics data via API. Documentation to API will be provided. Access to Navina's reporting API is subject to an additional annual fee of \$30,000.

4. **Data sources**

- 4.1. **EHR** - Navina integrates bidirectionally with the EHR, including push integration via API, HL7, and/or FHIR (depending on the EHR). Navina considers each instance and implemented product (e.g. Navina for Risk, Navina for Quality) a unique integration.
- 4.2. **Claims** - Navina may ingest provided claims files. For provided files that match Navina's normalized standard (documentation [here](#)), Navina will charge according to Navina's price list. For files that do not match Navina's normalized standard, Navina will charge for custom development that will enable file ingestion (see details under "Professional Services").
- 4.3. **Care gap files** - For Navina for Quality Performance customers, Navina will ingest normalized files with format matching documentation [here](#). For files that do not match Navina's normalized standard, Navina will charge for custom development that will enable file ingestion (see details under "Professional Services").
- 4.4. **HCC gap files** - For Navina for Risk customers, Navina may ingest provided HCC gap files to supplement the HCC insights Navina generates. For provided files that match Navina's normalized standard (documentation [here](#)), Navina will charge according to Navina's price list. For files that do not match Navina's normalized standard, Navina will charge for custom development that will enable file ingestion (see details under "Professional Services").
- 4.5. **Patient rosters** - Navina will ingest normalized files with format matching documentation [here](#). For files that do not match Navina's normalized standard, Navina will charge for custom development that will enable file ingestion (see details under "Professional Services").
- 4.6. **Supported Health Information Exchange (HIE)** - Navina will charge for connectivity to select and predetermined HIEs according to Navina's price list.
- 4.7. **Proprietary data sources or third party integrations** - Navina may be able to connect to customer's own data source or integrate to a third party for additional data ingestion. The fee associated with additional connections that are not part of the standard Navina offering will consist of both a one-time integration charge (to be determined post scoping by Navina) as well as a per-member-per-month (PMPM) charge, as will be mutually agreed with Customer.

5. **Additional training**

- 5.1. Virtual - \$300 per hour

- 5.2. Onsite - \$2,500 per person per day, not including travel costs, to be pre-approved by the Customer.

6. **Professional services**

All custom development that is required that is not part of the standard Navina offering will be scoped by Navina and will be charged at \$375 per hour. No professional services will be delivered without a written approval from the Customer in advance.