

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**MSA**"), effective as of November 1<sup>st</sup>, 2021 ("**Effective Date**"), is entered into by and between **Coronis Health RCM, LLC**, a Coronis Health Company ("**Company**") and **City of Vineland** ("**Client**"). Company and Client are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

**WHEREAS**, Company provides revenue cycle management, medical billing, and other related services to EMS providers, municipalities, hospitals, and other providers; and

**WHEREAS**, Client wishes to use the services of Company;

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual promises, agreements, and conditions stated herein, the Parties agree as follows:

1. Services. This MSA applies to provision of services ("**Services**") by Company pursuant to separate Statements of Work ("**SOWs**"), including the initial SOW attached hereto as **Exhibit A**. Each SOW executed pursuant to this MSA constitutes a separate agreement with respect to the specific Services performed under such SOW.
2. Term. This MSA shall commence on the Effective Date and shall remain in effect perpetually or until Company and/or Client has/have terminated this MSA as set forth herein. The term for the provision of specific Services is set forth in each applicable SOW.
3. Construction. In the event of a conflict between the MSA and an SOW, the language of the MSA controls unless otherwise expressly stated in the SOW.
4. Fees, Reporting and Payment Terms.
  - (a) Client agrees to pay all fees, sales and use tax, and other charges set forth in each SOW no later than thirty (30) days after the date the invoice is issued by Company, unless different payment terms are expressly set forth in the SOW.
  - (b) If Client fails to timely pay all amounts due under any invoice, Company shall be entitled to collect one and a half percent (1.5%) interest per month or the maximum amount allowable under applicable law (whichever is less) until all past due amounts are paid in full.
  - (c) If Client fails to timely pay all amounts due under any invoice, or any other amounts owed pursuant to an SOW, Company shall be entitled to collect its reasonable collection costs, including reasonable attorneys' fees.

- (d) If Client fails to timely pay all amounts due under any invoice, Company may suspend performance of Services and/or terminate the MSA and/or applicable SOW pursuant to the terms set forth in Section 15 (Termination), below.
5. Business Associate Agreement. The Services require processing of protected health information ("**PHI**") as defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), as amended, and associated HIPAA regulations (collectively, "**HIPAA Laws and Regulations**"). The Parties previously have entered and/or are simultaneously entering into a Business Associate Agreement ("**BAA**") in substantially the same form as the BAA attached hereto as **Exhibit B** for the purpose of setting forth their respective responsibilities regarding PHI exchanged in connection with the Services.
6. Confidential Information Other than PHI. In addition to PHI, each Party (a "**Receiving Party**") may have access to the other Party's (a "**Disclosing Party**") proprietary information, trade secrets, or other information that the Disclosing Party desires to be treated confidentially (collectively, "**Confidential Information**").
- (a) Without limiting the definition of Confidential Information set forth above, the Parties agree that the following information is Confidential Information: (i) the terms of the MSA; (ii) the terms of any SOW executed pursuant to the MSA; (iii) other information specifically identified or designated in writing at the time of disclosure as Confidential Information by the person providing the information; and (iv) any other information that by its nature the Receiving Party should reasonably understand to be confidential.
- (b) All Confidential Information shall be kept strictly confidential by the Receiving Party and will not, without the Disclosing Party's authorization, be disclosed to any third party or used by the Receiving Party for its own benefit except as provided under the MSA.
- (c) Confidential Information shall only be disclosed by the Receiving Party to (i) those employees of the Receiving Party who have signed a confidentiality and/or non-disclosure agreement that is at least as protective as the terms of this MSA and who have a need to access the Confidential Information for the purposes set forth in this MSA and/or any SOW; or (ii) as expressly authorized by the Disclosing Party in writing.
- (d) Nothing in the MSA prohibits a Receiving Party from disclosing Confidential Information in response to a valid subpoena, court order, search warrant or other legal process ("**Legal Process**"), except that:
- (i) a Receiving Party will promptly notify a Disclosing Party upon receipt of Legal Process demanding disclosure of the Disclosing Party's Confidential Information, unless such notice is expressly prohibited by law or court order;

- (ii) a Receiving Party will cooperate, at the Disclosing Party's expense, in any good faith effort by the Disclosing Party to quash such Legal Process or obtain a protective order or other reasonable assurance that the Confidential Information will be treated confidentially; and
  - (iii) regardless of whether a Disclosing Party elects to challenge the Legal Process, a Receiving Party will disclose only so much Confidential Information as is required by law to be disclosed.
  - (iv) Nothing in the MSA prohibits Company from disclosing Client's Confidential Information to Company's service providers to effectuate Company's performance under the MSA. In the event Company uses service providers to process Confidential Information, Company shall enter into a non-disclosure agreement with such service provider that is at least as protective of Client's Confidential Information as the MSA.
- (e) Confidential information does not include:
- (i) Information known to the Receiving Party before receipt of the Confidential Information or later independently developed without reference to the Confidential Information;
  - (ii) information lawfully obtained from a third party without restriction and without breach of an obligation to keep such information confidential; and
  - (iii) information that becomes publicly available due to an act or omission of the Disclosing Party, except that this does not include any disclosure that is the result of theft and/or misappropriation of Confidential Information.
- (f) The Parties are required to maintain the confidentiality of all trade secrets disclosed under the MSA for so long as such information continues to constitute a trade secret under applicable law. All other Confidential Information shall be maintained confidentially for three (3) years following termination and/or expiration of the MSA, except that all PHI shall be maintained confidentially pursuant to the terms of the BAA and/or applicable law.

7. Client Representations and Warranties. Client represents and warrants that:

- (a) It has full power and authority to enter into this MSA and any related SOW;
- (b) Execution, delivery and performance by Client of the MSA and any related SOW, including delivery of PHI to Company, will not violate: (i) any law or regulation; (ii) Client's contractual or other legal obligations to any third person; (iii) any right held by any third person, including any privacy and intellectual property rights; or (iv) any known privacy policy.

- (c) To the extent required by applicable law, all providers employed by or contractually affiliated with Client are duly licensed to provide medical and other professional services in the State in which they practice. No such license of any provider has been revoked, suspended, terminated, or otherwise restricted. Client will promptly notify Company if any provider's license is revoked, suspended, terminated or otherwise restricted while this MSA and any related SOW is in effect.
- (d) Client does not employ or engage any person or entity for the performance of any clinical or professional services who (i) has been convicted of a criminal offense related to health care; (ii) has been sanctioned by any federal or state regulatory enforcement agency; or (iii) listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state health care programs.
- (e) Client's billing practices are consistent with sound medical and business practices and comply in all respects with applicable law, regulations, and Client's contractual obligations to third party payors.
8. Company Representations and Warranties. Company represents and warrants that:
- (a) It has full power and authority to enter into the MSA and any related SOW;
- (b) Execution, delivery and performance by Company of the MSA and any related SOW, will not violate (i) any law or regulation; (ii) Company's contractual or other legal obligations to a third person; (iii) any right held by any third person, including any privacy or intellectual property rights, or (iv) Company's privacy policy.
9. Warranty Disclaimer. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE WARRANTIES STATED IN SECTION 8, ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY COMPANY. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED.
10. Indemnification. Each Party shall defend, indemnify and hold harmless, the other and its parent, subsidiaries and affiliates, and each of their respective officers, directors, partners, employees, agents and representatives, including their respective successors and assigns (collectively the "**Indemnified Parties**") from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines, and other judgments and damages arising out of or relating to any alleged breach of the MSA and/or any SOW executed pursuant to the MSA. This Indemnification obligation shall be proportional to its relative fault and shall not apply to any claim arising from the gross negligence, willful misconduct or fraud of an Indemnified Party.
11. Insurance. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts customarily carried by companies engaged in business similar to the Company. The Company has no reason to believe that it will not be able to renew its existing insurance

coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without significant increase in cost. Upon written request, the Company will provide to the Client true and correct copies of all policies relating to directors' and officers' liability coverage, errors and omissions coverage, and commercial general liability coverage.

12. Investigations and Audits. From time-to-time, Client may be the subject of an investigation, audit or other request for information by or from a government agency, insurance company or other third-party. Client agrees to reimburse Company for its reasonable costs, including attorneys' fees, incurred in connection with any such investigation, audit or request for information. To the extent not prohibited by applicable law, Company will cooperate, at Client's sole expense, with any reasonable and lawful request by Client, in connection with such investigation, audit or request for information. Reimbursable costs include but are not limited to costs for Company to respond to search warrants, subpoenas, civil investigative demands, and other requests for information or testimony of any type.

13. Limitation of Liability. **TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT HAVE ANY LIABILITY IN EXCESS OF AN AMOUNT EQUAL TO THE LAST SIX (6) MONTHS OF FEES PAID BY CLIENT UNDER AN APPLICABLE SOW.**

14. Limitation of Time to Bring an Action. Client agrees that any claim, action or proceeding against Company must be commenced within one (1) year following the occurrence of the event giving rise to such claim, action or proceeding, or the right to bring such a claim, action or proceeding shall be deemed forfeited and/or waived.

15. Non-Solicitation. Where allowed pursuant to applicable law, during the term of the MSA, and for a period of one (1) year following the termination or expiration of the MSA, the Parties agree that they will not solicit, employ or hire in any capacity whatsoever, any individual who is or was an employee of the other Party at any time during the term of the MSA, unless the Parties agree otherwise in writing.

16. Assignment/Change of Control. Neither Party may assign this MSA or any related SOW, nor delegate any of the Party's rights or obligations, without the other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that Company may, upon notice to Client, assign the MSA and any related SOW to a successor in interest pursuant to any merger, consolidation, reorganization, or sale of all or substantially all of its assets or any similar transaction.

17. No Third-Party Beneficiaries. Except with respect to Client's indemnification obligations set forth in Section 10, above, nothing express or implied in this MSA or any related SOW is intended to confer, nor shall anything herein be deemed to confer upon any other person other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

18. Compliance with Law; Anti-Kickback Covenant. The Parties agree to comply in all respects with all applicable laws and regulations applicable to billing activities conducted pursuant to this MSA. In particular, to the extent this Agreement involves processing of claims for any governmental-sponsored insurance program (such as Medicare), the Parties agree to comply with the rules and regulations thereof, including without limitation the anti-kickback and fraud and abuse provisions thereof. No direct or indirect payments shall be made by one Party to the other Party to induce, or compensate for, the referral by the other Party of a patient. Further, it is specifically understood that the responsibilities of the Parties pursuant to the MSA do not include any obligation to refer patients between them or to any persons or entities affiliated with them.

19. Retention of Records. All billing services are provided using an electronic health records ("EHR") system pursuant to an agreement between Client and the EHR provider. Company is given access to such EHR system solely for the purpose of performing Services on behalf of Client. Client is solely responsible for maintaining all medical records, patient information, and billing records in accordance with all applicable laws and generally accepted medical standards. Client shall maintain such records for a minimum of four (4) years after the date of service or as required by law, whichever is longer. Client is responsible for ensuring that all electronic medical records and patient information maintained by Client are protected by a commercially reasonable backup system.

20. Notice. Whenever any notice, demand or request is required or permitted under the MSA or any SOW, such notice, demand or request shall be in writing and shall (i) be delivered by hand; (ii) be sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other address(es) as is/are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing shall be deemed given five (5) days following the date of deposit in the United States Mail; those given by commercial courier shall be deemed given one (1) day following the date of deposit with the commercial carrier.

If to Company: Coronis Health RCM, LLC  
5963 Exchange Dr., Ste. 114  
Sykesville, MD 21784  
Attn: Finance Department

If to Client: [Company.Name] \_\_\_\_\_  
[Company.Address] \_\_\_\_\_  
\_\_\_\_\_  
[Company.City], Client.StateAbbreviations [Company.Zip]  
\_\_\_\_\_  
Attn: [Deal.CompanySigner]

21. Miscellaneous

(a) *Independent Contractor.* The MSA does not create, nor shall it be deemed or construed to create any employment, agency, joint venture or other relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the terms of this MSA. None of the Parties, nor any of their respective employees, agents or representatives, shall be construed to be the agent, employer, or representative of the other. None of the Parties shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party; provided, however, that nothing in this Section 22(a) shall prohibit or impair Company from acting as Client's billing agent solely for the purpose of providing the Services expressly set forth in any applicable SOW.

(b) *Headings.* The headings in the MSA and any SOW executed pursuant to the MSA are included for convenience only and shall neither affect the construction nor interpretation of any provision or affect any rights or obligations of the Parties.

(c) *No Drafting Preference.* The Parties expressly acknowledge they have read the MSA and any SOW executed pursuant to the MSA with an attorney of their respective choice and agree to all terms contained therein. The Parties agree that in the event of any ambiguity in the MSA or any SOW executed pursuant to the MSA, such ambiguity shall not be construed for or against any Party on the basis that such Party was or was not the drafter of same.

(d) *Force Majeure.* Neither Party shall be liable for any failure to perform its obligations in connection with the MSA or any applicable SOW, if such failure results from any Act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including any mechanical, electronic or communications failure, but excluding any such failure caused by a Party's financial condition, negligence or intentional conduct).

(e) *No Waiver.* The failure of either Party to insist upon or enforce strict performance of any term in the MSA or any SOW executed pursuant to the MSA shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Parties nor trade practice shall act to

modify, strike, supplement, or amend any provisions of the MSA or any SOW executed pursuant to the MSA.

(f) *Amendment.* No amendment, modification, extension or waiver of the MSA or any SOW executed pursuant to the MSA will be valid unless made in writing expressly referring to the applicable document to be amended and signed by each Party and/or each Party's authorized representative.

(g) *Entire Agreement.* This MSA and any SOW executed pursuant to this MSA constitute the entire agreement between the Parties and supersede all prior agreements, whether written or oral, with respect to the subject matter set forth therein.

(h) *Enforceability; Severability.* If any provision of this MSA or any SOW executed pursuant to this MSA is held to be unenforceable, the unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original expression of the Parties and the remainder of the provisions of the affected document(s) shall remain in full force and effect.

(i) *Survival.* The following provisions will survive termination of the MSA, including Sections 6 (Confidentiality), 10 (Indemnification), 12 (Investigations and Audits), 13 (Limitation of Liability), 14 (Limitation of Time to Bring an Action), 15(f) and (g) (Termination), 16 (Non-Solicitation), 19 (Retention of Records), and 21 (Notice), as well as any other provision of the MSA or any related SOW that by its terms is intended to survive termination.

(j) *Governing Law.* This MSA and any SOW executed pursuant to this MSA, shall be governed by and construed in accordance with the law of the State of Delaware, without reference to its choice of law rules.

(k) *Dispute Resolution.* If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled within thirty (30) days of good faith negotiations, either Party may demand that the dispute be arbitrated. Any dispute, claim or controversy arising out of relating to this MSA and/or any SOW executed pursuant to this MSA or the breach, termination, enforcement, interpretation or validity thereof of, including determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in accordance with the Commercial Rules of the American Arbitration Association (the "AAA") to be held in the State of New Jersey or such other mutually agreed upon location before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(l) *Waiver of Jury Trial.* **TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING**

**ARISING OUT OF OR RELATED TO THE MSA, ANY RELATED SOW, AND ANY PARTY'S PERFORMANCE UNDER THE MSA AND/OR ANY APPLICABLE SOW.**

(m) *Counterparts.* This MSA and any SOW executed pursuant to this MSA may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties hereto on the same or separate counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic means.

(n) *Authority to Sign.* Each individual signing the MSA and any SOW executed pursuant to the MSA directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and has received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.

(o) *Electronic Signatures.* Each Party agrees that electronic signatures on the MSA and any SOW executed pursuant to the MSA, whether digital or encrypted, of the Parties shall be valid as an original signature of such Party and shall be effective to bind such Party to the MSA and/or applicable SOW.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

City of Vineland

By:



Name: Anthony R. Fawcett

Title: Mayor

Date: 11/8/2021

Coronis Health RCM, LLC, a Coronis Health Company

By:



Name: Steven Loures

Title: President

Date: 10/13/2021