

**FEDMED<sup>®</sup>**  
**Rapid Enrollment Agreement**

This Agreement (hereinafter referred to as the "Agreement") is made and entered into, as of the last date of signature below (the "Effective Date"), by and between FEDMED, Inc., a Delaware corporation (hereinafter referred to as "FEDMED"), and \_\_\_\_\_, (hereinafter referred to as "Provider").

WHEREAS, FEDMED has developed a national provider network (hereinafter referred to as "Network") and offers various financial and technology services to medical providers to facilitate cash flow and reduce administrative expenses;

WHEREAS, FEDMED is prepared to offer enhanced cash flow to Providers that participate in the Network;

WHEREAS, FEDMED has contracted with various Payors that wish to participate in accelerating payments to Network Providers; and

WHEREAS, Provider desires to participate in the Network and receive the advantages of FEDMED's financial programs on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and FEDMED hereby agree as follows:

- I. FEDMED shall cause the acceleration of Payors' payments to Provider for medical claims (hereinafter referred to as "Medical Claims") for services submitted by Provider to Payors. Accelerated payment made by FEDMED and/or Payors to Provider shall be made within the lesser of: (a) thirty (30) calendar days from the dates of Services; or (b) three (3) business days of the applicable Health Insurer determining the amount due Provider as the result of Payor's adjudication process for a Medical Claims for Services, following notification by Payor's of the payment amount due.
- II. FEDMED shall pay interest to Provider on the amount paid under this Agreement by FEDMED and/or Payor for medical claims. Interest shall be computed at an annual rate of 5.1% and shall accrue from the date of services until the date the medical claim is paid. Interest payments will be made quarterly.
- III. Total reimbursement under the terms and conditions of this Agreement shall be the lesser of Provider's standard billed charges or based on 120% of the most current RBRVS Medicare Fee Schedule, or 75% of Provider's usual and customary charges for unlisted procedures. Some portion of the total reimbursement may be due from Covered Members depending on their Health Benefit Program.
- IV. Provider agrees to accept in those states where a mandated fee schedule exists for worker's compensation policies a 10% discount from the state schedule.
- V. All payments applicable under this Agreement will reference FEDMED on the explanation of payment.
- VI. In accordance with this Agreement, Provider will not balance bill the Payor and/or patient the difference between the current billed charges and the contracted amount with the exception of applicable deductibles, co-insurance, co-pays, and exclusions.
- VII. Additional Terms and Conditions are listed on page two (2) of this Rapid Enrollment Agreement.

This Agreement shall continue in effect for a three (3) year period from the date set forth above (the "Initial Term"). At the expiration of the Initial Term, and at each subsequent anniversary of the date first written above, unless terminated by either party as described below, this Agreement shall renew automatically for additional one year periods. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing ninety (90) days prior written notice to the other party. Payment and explanation of payment shall be forwarded to the Provider's patient accounts department for all claims paid by FEDMED in accordance with this Agreement.

**Provider**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax ID#: \_\_\_\_\_

**FEDMED**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Additional Terms and Conditions

These Additional Terms and Conditions along with those listed on the front of this Agreement constitute the Agreement between Provider and FEDMED<sup>®</sup> as herein set forth.

**A. Definitions:** The following terms used in this Agreement have the meanings set forth below.

1. "Accelerated Payment Program" FEDMED shall pay interest on the amount paid by Payors for such medical claims when Payors fail to make payment to Provider within thirty (30) calendar days from the ending date of Service on the Medical Claim. Interest shall be computed at an annual rate of 5.1% and shall accrue from the ending date of Service until the date the Medical Claim is paid. Interest payments will be made quarterly.
2. "Claim" means a claim made by Provider for payment of charges for services that are complete and can be fully processed based on the information provided.
3. "Payor Clients" means any self-insured employer, provider organization, health maintenance organization, insurance company, third party administrator, organizations that provides worker's compensation programs, organizations that provide policies of automobile insurance, government programs, health savings card company, or any other entity and/or the clients of any of these entities which is responsible under a health benefit program to pay or arrange for Services for covered members and which has an active Payor agreement with FEDMED.

**B. General**

1. Provider acknowledges and accepts that FEDMED is not an insurer, processor of claims, managed care company, indemnifier, or provider of health care benefits.
2. FEDMED and Provider are at all times acting and performing as independent contractors and neither is, nor shall be considered an agent, servant, employee, or joint venturer of the other.
3. Provider acknowledges and accepts payment appeals deadline to be six (6) months after date of payment and neither the Provider, FEDMED, nor its Payor Clients shall have further recourse.

**C. Obligations**

1. Provider agrees that they meet, and will continue to meet, all applicable governmental licensing and certification requirements for the operation of Provider practice and for payment under the Medicare and Medicaid programs.
2. If within 180 days following receipt of payment by Payor Clients to Provider for charges (the "Reconciliation Period") it is determined Provider has been overpaid or underpaid on a Claim according to the fee schedule amount, and under the terms of this Agreement, Provider agrees that any such overpayment or underpayment made to Provider shall be recouped by FEDMED or Provider, as applicable. After the Reconciliation Period, all payments made during the Reconciliation Period shall be deemed final and not subject to adjustment.
3. FEDMED shall make available to Payors FEDMED's systems capabilities to facilitate accurate data transfer and automated claim processing.
4. Each party shall indemnify and hold harmless the other party from loss, damage or defense costs (including reasonable attorneys' and defense fees) arising from claims by third parties of actual or alleged wrongful acts or omissions of the indemnifying party's officers, employees, subcontractors or other agents, in performing services contemplated under this Agreement.

**D. Modification and Assignment**

1. FEDMED will, from time-to-time, present Provider with amendments to this Agreement designed to provide additional services and financial advantages to Provider. These additional available FEDMED services may be presented in the form of an amendment, or as an offer (i.e. offers of long and short-term high yield certificate of deposits). Amendments and offers may include (but will not necessarily be limited to) advanced payment programs, medical equipment financing, working capital loans and lines of credit. Provider may or may not choose to accept any such amendments and/or offers. To become effective, amendments, offers, or modifications to this Agreement must be mutually agreed to in writing by Provider and FEDMED.
2. This Agreement contains all of the terms and conditions agreed upon by Provider and FEDMED regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement that are not expressly set forth in this Agreement, are of no force and effect.
3. This Agreement shall not be transferred or assigned by Provider without the prior written consent of FEDMED.

**E. Miscellaneous**

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland; and unless alternative dispute resolution procedures are mutually agreed upon by FEDMED and Provider, all claims and disputes presented for judicial action shall be before a court of competent jurisdiction in Montgomery County, Maryland or the U.S. District Court of Maryland, as appropriate.
2. FEDMED may include Provider's name, address and telephone number in marketing materials and as necessary for the operation of the program.
3. Nothing in this Agreement shall be construed as imposing liability on either Provider or FEDMED that is based on the activities of the other.
4. Provider and FEDMED shall comply with applicable laws regarding the confidentiality of medical records, and each shall keep confidential the proprietary information and trade secrets of the other. This provision shall not preclude access to records to confirm the proper performance of this Agreement.
5. The headings of this Agreement are for convenience and reference only and shall not be considered in construing the provisions hereof.
6. The provisions of this Agreement are independent of and separable from each other. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable under present or future laws effective during the effective period of the Agreement, such provisions shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect despite such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.
7. This Agreement shall be binding upon and inure to the benefit of Provider, FEDMED, and their respective successors and permitted assigns.
8. Each party understands and agrees that FEDMED is contracting for itself and for the benefit of its wholly-owned subsidiaries or affiliates having common management and control with FEDMED.
9. All notices provided by this Agreement shall be in writing and shall be sent by United States Postal Service, postage prepaid, to the address and designee set forth below. Any notice shall be deemed effective five (5) business days after the date of postmark. Notices of breach of contract or termination of Agreement are to be sent by certified mail.
10. This Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party. There are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.

If to FEDMED<sup>®</sup>,  
Provider Contracting  
FEDMED, INC.  
9711 Washingtonian Blvd, 3<sup>rd</sup> Floor  
Gaithersburg, MD 20878

If to Provider, attention of: \_\_\_\_\_

\_\_\_\_\_

**FEDMED<sup>®</sup>**  
**Rapid Enrollment Agreement**

**Attachment A**  
**Provider Demographics and Location(s)**

List below or attach to Attachment A all of the providers which are hereby made a part of this Agreement, inclusive of physical address, phone number, tax ID number, NPI, DEA number (if applicable), and billing address.

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**Provider Name** \_\_\_\_\_ **Degree** \_\_\_\_\_

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**Primary Specialty, Board Certified:**  Yes  No

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**Secondary Specialty, Board Certified:**  Yes  No

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**National Provider Identifier (NPI)** \_\_\_\_\_

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**Tax Identification Number (TIN)** \_\_\_\_\_

**DEA Number(s):** \_\_\_\_\_

*Primary Practice Location*

*Secondary Practice Location*

**Address** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Phone #:** (\_\_\_\_)\_\_\_\_\_- \_\_\_\_\_

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**Phone #:** (\_\_\_\_)\_\_\_\_\_- \_\_\_\_\_

**Fax #:** (\_\_\_\_)\_\_\_\_\_- \_\_\_\_\_

**Fax #:** (\_\_\_\_)\_\_\_\_\_- \_\_\_\_\_

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**Billing Address (Required if Different Than Primary Practice Location)**

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**Email Address**

**Hospital Affiliation(s):**

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FACSIMILE TRANSMITTAL SHEET

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TO:	FROM:
Network Development	
COMPANY:	DATE:
FedMed, Inc.	
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
301.354.2999	
PHONE NUMBER:	SENDER'S PHONE NUMBER:
866.255.2265	
SUBJECT:	SENDER'S FAX NUMBER:
Rapid Enrollment Agreement	

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS:

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE, INCLUDING ANY ATTACHMENTS, IS CONFIDENTIAL INFORMATION INTENDED FOR THE RECEIPT AND USE OF THE ADDRESSEE(S) ONLY. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERY OF THE INTENDED RECIPIENT, THEN BE ADVISED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS PAGE OR ANY ACCOMPANYING DOCUMENTS IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, THEN PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AND RETURN ALL DOCUMENTS TO OUR OFFICE AT THE ABOVE LISTED ADDRESS VIA THE U.S. POSTAL SERVICE WITHOUT MAKING OR RETAINING ANY COPIES. THANK YOU.

HRGI, INC.

9711 WASHINGTONIAN BOULEVARD • THIRD FLOOR • GAITHERSBURG, MD 20878

Web Version 1.0/8/2016

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