Texas A & M Physicians  
Family Medicine Residency Program  
2900 E 28TH St Ste 100  
College Station TX 77843  

Quote No.: 2769  
Quote Date: 08/29/2017  
Quote Expiration Date: 11/20/2017  
Sales Rep: Linda Honse  

Project Contact:  
Texas A & M Physicians: Ashley Loudal

<table>
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<tr>
<th>Products and Services</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Unit Discount</th>
<th>Upfront Price</th>
<th>Recurring Price</th>
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<td><strong>Monthly Maintenance and Support</strong></td>
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<td>Centricity Claims, Remit, Elig Bundle Recurring Support</td>
<td>13</td>
<td>$130.00</td>
<td>$10.00</td>
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<td>Bundle Package - Claims, Remittance and Eligibility Support per month/per provider</td>
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<td>Centricity EDI Set up and Configuration Fee</td>
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<td>Training &amp; Implementation Consulting - Time &amp; Material/hr to be billed @ $185/hour (estimated 22 hours)</td>
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Subtotal | $875.00 | $2,535.00 |
Tax Total | $0.00 | $0.00 |
Total | $875.00 | $2,535.00 |

Purchase Note: The customer’s initial term (the "Initial Term") for Centricity EDI shall be the lesser of thirty-six (36) months or the remaining term of customer’s existing maintenance and support agreement (the "Master Agreement"). Customer’s Centricity EDI term shall automatically renew for subsequent one (1) year terms, unless either party delivers written notice of non-renewal of Centricity EDI to the other party at least sixty (60) days prior to the expiration of the then-current Centricity EDI term. This paragraph is intended to supersede any contrary term in the Master Agreement with respect to Centricity EDI, including any provision indicating that the Master Agreement controls over an Estimate.*

*Notwithstanding the foregoing, the parties acknowledge the terms of the Master Agreement and Contract Addendum, (TAMHSC 14-2875508) shall be the governing document.

Signature:  
Email:  

Signature:  
Email:
Additional Terms and Conditions for Centricity® EDI Services

The following applies only to Centricity EDI Services ("EDI Services"):  

1. **EDI Software.** Any software required for EDI Services is: (i) provided as part of the EDI Services; and (ii) property of GE Healthcare; Customer has no license to this software and may use it only as set forth in this Agreement and the applicable purchase order.

2. **Termination.** On termination for any reason, Customer must immediately return or destroy all software and materials provided by GE Healthcare.

3. **Transactions.** GE Healthcare will process electronic healthcare transactions ("Transactions") through a mutually agreed connection format to: (i) the entity to whom or from whom GE Healthcare submits or receives Transactions for payment of medical services on Customer’s behalf ("Payer(s)"); or (ii) an entity engaged by GE Healthcare to provide EDI Services ("Service Provider").

4. **Reports.** GE Healthcare will provide electronic access to reports listing: (i) Transactions processed or rejected by GE Healthcare or Service Providers; and (ii) status messages received from Payers or Service Providers.

5. **Data.** GE Healthcare will verify the dollar amount and number of Transactions processed by GE Healthcare, but it has no obligation to verify or inspect other information provided by Customer. Unless caused by GE Healthcare, it is not responsible for: (i) corruption, loss or mis-transmission of data; (ii) downtime or suspension of EDI Services; (iii) defective processing of Transactions; and (iv) input or re-entry of data. Customer is responsible for record keeping and Transaction backups.

6. **Customer Responsibilities.** Customer must: (i) purchase and install systems necessary for performance of EDI Services; and (ii) authorize GE Healthcare and Service Providers to use the systems for EDI Services. If GE Healthcare or a Service Provider detects a Transaction error, it will be rejected, and Customer will promptly correct and resubmit the Transaction at its expense. Customer must obtain necessary consents in connection with its transmission process and comply with the terms in required enrollment forms from Payers and other third parties.

7. **Suspension of Services.** The EDI Services may be suspended, with prior notice, for modification or maintenance.

8. **Customer Indemnity.** Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to content, format, inaccuracy or incompleteness of Transaction data provided by Customer. GE Healthcare will notify Customer promptly in writing of the claim and provide assistance to Customer to perform these duties. GE Healthcare may, at its own expense, assume sole defense and control of any matter otherwise subject to Customer’s indemnification, and, in such case, Customer will cooperate with GE Healthcare in the defense.

9. **Hosted Claims Manager.** If Customer also purchases Hosted Claims Manager:

   a) **Hosted Claims Manager Scrubbing.** If Customer also subscribes to Hosted Claims Manager Scrubbing, claims will be checked for additional edits including clinical edits based upon the data contained in the Claims Manager Software. A scrubbed claim means any claim analyzed for claim coding and editing by providers of medical services using Claims Manager Software which includes CPT, CDT and ICD-10 codes and Correct Coding Initiative Local Coverage Determinations when available.

   b) **OptumInsight Products.** Certain OptumInsight products ("Optum Products") contain CPT codes owned by the American Medical Association ("AMA") and licensed to OptumInsight, or CDT codes owned by the American Dental Association ("ADA"). The following terms only apply to Optum Products that contain CPT and/or CDT codes:

      i. **Access and Use.** Customer will have no access or license to use the Hosted Claims Manager software or the CPT, CDT or ICD-10 data contained therein.

      ii. **Intellectual Property.** CPT is a copyright of AMA, and notices or proprietary rights, including trademark and copyright in CPT must appear on permitted backup or archival copies. ADA owns all right, title and interest (including copyrights and other intellectual property rights) in the CDT-2005 (in print and machine readable forms), all other rights of commercialization, rental or sale of the CDT-2005 or any part thereof, the right to make derivatives of the CDT-2005 and distribute the CDT-2005 and copies thereof.
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Signature: [Signature]
Email: loudat@medicine.tamhsc.edu 10/20/2017