



Service Contract

THIS CONTRACT is made and entered, by and between Clarity dx, Inc. (“Clarity dx”), a Florida corporation, located at 105 E Robinson Street STE 530, Orlando, FL 32801 as (“agent”) and WCFS Test Provider (and all locations) (hereinafter referred to as the “Provider”).

RECITALS

- A. Clarity dx has and contracts with employers, third-party administrators and insurance carriers to provide certain covered medical services to patients who are beneficiaries of workers’ compensation insurance. Such patients are referred to herein as “Clarity dx Patients;”
- B. Clarity dx desires to provide for the availability of competent, efficient medical services in Provider’s specialty to such Clarity dx Patients at all times;
- C. Provider is licensed in the Practicing State and specializes in radiology.
- D. The parties to this agreement (the “Agreement”) desire to arrange for Provider to render such services to Clarity dx Patients hereunder:

NOW, THEREFORE, in consideration of the mutual covenants and promise herein, the parties do hereby agree as follows:



1. **DEFINITIONS.** The terms set forth shall have the following meaning when such terms are used in conjunction with the Agreement.
 - a. **Covered Medical Service(s) (Contract Services).** Those services provided by Participating Provider to a Preferred Patient for which benefits are available under a workers' compensation contract or group contract which covers the Preferred Clarity dx Patient.
 - b. **Workers' Compensation Contract.** A contract between an insurance company, third party administrator, self-insured or other entity licensed to administer workers compensation benefits, and a policyholder under which workers' compensation benefits are provided for Covered Medical Services for the Preferred Clarity dx Patients.
 - c. **Emergency.** A sudden onset of a medical condition manifesting itself by acute symptoms or sufficient severity that the absence of immediate medical attention could reasonably result in causing serious impairment to bodily functions, serious and permanent disfunction of any organ or body part, or cause other serious medical consequences which include placing the policyholder's health in permanent jeopardy.
 - d. **Medical Condition.** The condition for which a Participating Provider has been consulted.
 - e. **Medically Necessary.** Those services or supplies which, under the provisions of the Agreement, are determined to be:
 - 1) Appropriate and necessary for the symptoms, diagnosis or treatment of the Medical Condition, and
 - 2) Provided for the diagnosis or direct care and treatment of the Medical Condition, and
 - 3) Within standards of good medical practice within the organized medical community, and
 - 4) Not primarily for the convenience of the Preferred Patient, the Preferred Patient's Participating Provider or another provider.
 - f. **Preferred Patient (Clarity dx Patient).** An individual who is entitled to benefits for Covered Medical Services.
 - g. **Participating Provider.** An imaging center facility, physician, health professional, or



sole interest and responsibility of Clarity dx with respect to such practice is to ensure that the services covered by this Agreement shall be rendered in a competent, efficient and satisfactory manner. It is further understood and agreed that the legal relationship between Clarity dx and Provider or any of Provider's employees, associates or subcontractors shall not be consumed to cause any such employee, associate or subcontractor to become or to be treated as an employee of Clarity dx. Additionally, neither Provider nor any of its employees, associates or subcontractors shall have any claim under this Agreement or otherwise against Clarity dx for vacation pay, sick leave, retirement benefits, Social Security benefits, workers' compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind.

7. **INSURANCE COVERAGE.** Provider shall have or shall order and place in effect, and shall keep and maintain, at its expense, professional liability ("medical malpractice insurance") with limits of not less than two hundred fifty thousand dollars (\$250,000) for each claim and one five hundred thousand dollars (\$500,000) in the aggregate for the policy year, or as required by State Law. Upon request, Provider agrees to provide Clarity dx a certified copy of such insurance policy and add Clarity dx as an additional insured.
8. **TERM OF AGREEMENT.** The term of this Agreement shall be one (1) year and shall be renewed automatically for a period of (1) year upon each anniversary of the effective date hereof, without the necessity of notice or action by either party.
9. **TERMINATION OF AGREEMENT.**
 - a. Either party may terminate this Agreement without cause by giving sixty (60) days written notice of termination to the other party.
 - b. In addition to the foregoing, this Agreement shall be terminated automatically, without necessity of notice, upon the suspension, revocation, or termination of the professional license of the Provider
10. **ARBITRATION OF DISPUTES ARISING UNDER THIS AGREEMENT.**
 - a. Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the National Health Lawyers Arbitration Dispute Resolution



Service and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- b. In no event shall either party hereto initiate such arbitration after the date when institution of legal or equitable proceedings based upon such claims, dispute or other matter in question would be barred by the applicable statute of limitations.

11. **AMENDMENT.** This Agreement may not be modified except by an instrument in writing executed by both parties.
12. **CONFIDENTIALITY.** Each party acknowledges that as a result of this Agreement, each party has and will necessarily become informed of, and have access to, valuable and confidential information of the other. Each party acknowledges that the disclosing party shall at all times be and remain the owner of all confidential information disclosed by such party, and that the party to whom any confidential information is disclosed to may use such confidential information only in furtherance of the purpose of this Agreement.
13. **NONDISCRIMINATION.** Provide agrees that it will not discriminate against any Clarity dx Patient on the basis of race, color, national origin, sex, ancestry, religion, financial or marital status, physical or mental handicap, sexual orientation or age.
14. **NO ASSIGNMENT** Provider shall not assign any rights or delegate any obligations hereunder without the express written consent of the other party.
15. **GOVERNING LAW.** The parties hereto agree that this Agreement shall, in all respects, be interpreted, construed, enforced and given effect according to State law in which the provider resides and operates.
16. **NOTICES.**
 - a. Any and all notices, requests, demands or other communication required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, certified or registered, return receipt requested, and shall be addressed to party at the address on the signature page hereof.
 - b. If personally delivered, such notices shall be in effective upon delivery. Either party may change its address as indicated above by giving written notice of such change to the other party.
17. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and



contains the entire agreement between the parties relating to said subject matter, This Agreement may not be modified except as provide in Paragraph 11 hereof.

THIS CONTRACT, consisting of 10 pages is executed by the persons signing below, who warrant they have the authority to execute the contract.

Clarity dx – Shannon Fetherman

Signature

Signature

Title

Date

President

Title

Date

TIN #



Exhibit “A”

State	Procedure	WCFS %
CA	MRI w/o	85% of WCFS
CA	MRI w/	80% of WCFS
CA	MRI w/ & w/o	75% of WCFS
CA	CT w/o	90% of WCFS
CA	CT w/	85% of WCFS
CA	CT w/ & w/o	80% of WCFS
CA	XRAY	95% of WCFS
CA	Arthrograms	70% of WCFS
NV	MRI w/o	85% of WCFS
NV	MRI w/	80% of WCFS
NV	MRI w/ & w/o	75% of WCFS
NV	CT w/o	90% of WCFS
NV	CT w/	85% of WCFS
NV	CT w/ & w/o	80% of WCFS
NV	XRAY	95% of WCFS
NV	Arthrograms	70% of WCFS

All other services will be billed at the lesser of 80% of current year State Work Compensation Fee Schedule, UCR, or BC.

- I. Provider shall be paid within forty-five (45) days of Clarity dx’s receipt of a complete and accurate claim for authorized services performed for Clarity dx Patients. This can be mailed to: PO Box 542036, Orlando, FL 32854, faxed to 407-598-5349, or e-mailed to claims@clarity-dx.com
- II. Delegated Credentialing



DELEGATED CREDENTIALING

PROVIDER attests and assures Clarity dx that Credentialing & Privileging and Malpractice Insurances coverages are maintained for all PROVIDER locations and meets the requirements under State & Federal regulatory oversight agencies.

Clarity dx hereby delegates to PROVIDER the authority to assume responsibility and oversight of the credentialing function.

General Documentation:

- Current executed W9 IRS Form for each provider/facility that may receive payments for services rendered.
- Copy of Certificate of Liability Insurance and Malpractice Insurance.
- NPI (National Provider Identification) for each practitioner/location.
- A copy of the Advanced Directives policy (where applicable).
- Specific Legal Entity Information:
 - Group Name
 - DBA Name
 - Address, City, State, Zip Code
 - Primary Contact Name, Title, Phone, e-Mail Address, Fax Number

Documentation requiring Primary Source Verification:

- State Medical/Facility License – Current & Valid License from the State licensing agency (when applicable).
- DEA License or Verification (when applicable).
- Education and Training Verification.
- Board Certification Verification, (where applicable).
- Work History, CV, Professional Affiliations and Hospital Privileges.

Ongoing Sanction Monitoring:

- All state sanctions or restrictions
- Medicare/Medicaid sanctions or restrictions



If PROVIDER is unwilling or unable to delegate to our standards, Clarity dx Credentialing department stands by willing to assist and handle on their behalf. If PROVIDER is unwilling or unable to delegate to our standards PROVIDER organization agrees to provide and maintain the documents listed in section 3.2.1 either through enrollment with Council for Affordable Quality Healthcare, Inc. ("CAQH"), or directly with Clarity dx.

PROVIDER agrees that it shall use best efforts to insure compliance with applicable law(s). Clarity dx shall have the right to audit and/or request relevant documentation as necessary.

PROVIDERS who elect delegated credentialing agree to furnish 1) A roster containing PROVIDER service locations, including all licensed practitioners at each location and 2) a current W-9 sooner than ten (10) business days from the PROVIDER's authorized agent's signature date.

