## **PURPOSE:**

To create a web-based system that meets federal requirements regarding Price Transparency and allows the Patient to determine their share of cost for healthcare services.

## **DELIVERABLES/PROCESS (PARA PRICE TRANSPARENCY TOOL):**

**PARA** will deliver the mandatory machine-readable documents, as follows, to meet the 01/01/2021 and 01/01/2019 CMS deadlines using the latest Charge Description Master, Contracted Payer Reimbursement Information, Transactions Data, and the Medicare Limited Data Set:

- 1. A complete listing of all services and charges available at the hospital.
- 2. Payer specific reimbursement information and the deidentified high, low, average, and median rates for all services and charges available at the hospital
- 3. CMS' defined 70 services plus 230+ services at the discretion of the hospital with payer specific reimbursement information and deidentified high, low, average, and median rates

## Link to CMS regulation:

<u>CY 2020 Hospital Outpatient Prospective Payment System (OPPS) Policy Changes: Hospital Price</u> Transparency Requirements (CMS-1717-F2)

**PARA** will review PROVIDER's website design to create a Patient cost estimator tool. The PARA Price Transparency Tool provides the Patient an easy to use decision tree to select the required services.

**PARA** will construct procedure categories and subcategories based on the facility-approved list of services and will provide the implementation instructions for deployment. Initial and ongoing training and support are provided for the duration of the agreement for Employers and facility.

**PARA** will provide PROVIDER a web-based control panel to allow updates and changes to the estimator on an ongoing basis (i.e. update prices, change benefit plans, add services, etc.)

**PARA** will provide an optional insurance and benefit plan allowing any Patient to enter their own benefit information to calculate their cost. (Optional, fee for service will be applied)

**PARA** will provide Medicare and Medicaid terms (where applicable) allowing Patients to calculate their cost, and will incorporate the Hospital's self-pay discount to allow self-pay Patients to calculate their cost.

**PARA** will provide an option for the price estimate to be printed and will provide links and referrals to financial counseling, charity care policies, quality ratings, Patient satisfaction scores, and other information deemed pertinent by the Hospital.

**PARA** will provide an internal web-based tool to review all registrations, estimates, and eligibility checks created by Patients. The PARA Price Transparency Tool statistics are tracked in the PARA Data Editor (PDE) according to general use, visits by date, top estimates by service, estimates by insurance, and file downloads.

#### **DATA REQUIREMENTS:**

- 1. Current CDM (both facility and professional)
- 2. Account Header, Charge Transactions and the HIM coded procedure files or an electronic 837 files 6-month period
- 3. Contract Payer Information (xls matrix, WORD, PDF, Screenshot, Text) A single contract includes the siblings within a parent contract.
- 4. NDC file

PARA will provide your facility a suggested list of services, the 70 CMS shoppable services and 230+ additional services, based on your most recent Medicare Data available including:

- All Inpatient Medicare DRG Data including the (CMS shoppable)
- Top 50 ICD-10 Diagnoses for ED visits
- Average charge by ED level
- Top 50 ICD-10 for clinic visits
- Average charge new and established clinic levels
- Top 50 ICD-10 Diagnosis for observation
- Mammography
- Top 50 cardiology/EKG/Stress Tests
- Top 25 Laboratory
- Top 25 Radiology
- Other Service Lines (as requested by client)
- COVID-19 Diagnostic and specimen collection
- Women's health
- Preventive medicine
- Top 50 ambulatory surgical procedures

## **Sample CMS Price Transparency extract file:**

Copyright © 2020 PARA HealthCare Analytics an HFRI Company - CONFIDENTIAL					
Place of Service	Type Of Service	PatientType	HCPCS Reported	HCPCS Remap	HCPCS_Desc CPT_Desc
Cardiac Rehab	Cardiac Rehab	OP	93797		PHYSICIAN OR OTHER QUAL Physician services for outp
Cardiac Rehab	Cardiac Rehab	OP	93798		PHYSICIAN OR OTHER QUAL Physician services for outp
Cardiac Rehab	Cardiac Rehab	OP	G0422		INTENSIVE CARDIAC REHAB
Cardiac Rehab	Cardiac Rehab	OP	G0423		INTENSIVE CARDIAC REHAB
Cardiology Echocardiograph	Cardiology Echocardiography	OP	93005		ELECTROCARDIOGRAM, ROL Routine electrocardiogram
Cardiology Echocardiograph	Cardiology Echocardiography	OP	93306		ECHOCARDIOGRAPHY, TRAN Ultrasound examination of
Cardiology Echocardiograph	Cardiology Echocardiography	OP	93350		ECHOCARDIOGRAPHY, TRAN Ultrasound examination of
Cardiology Echocardiograph	Cardiology Echocardiography	OP	93017		CARDIOVASCULAR STRESS T Exercise or drug-induced h
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36215		SELECTIVE CATHETER PLACE Insertion of catheter into
Cardiology Echocardiograph	Cardiology Echocardiography	OP	33228		REMOVAL OF PERMANENT F Removal and replacement
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36902		INTRODUCTION OF NEEDLE Insertion of needle and/o
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36558		INSERTION OF TUNNELED C Insertion of central venou
Cardiology Echocardiograph	Cardiology Echocardiography	OP	93458		CATHETER PLACEMENT IN Colonsertion of catheter in le
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36581		REPLACEMENT, COMPLETE, (Replacement of central ve
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36561		INSERTION OF TUNNELED C Insertion of central venou
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36224		SELECTIVE CATHETER PLACE Insertion of catheter into
Cardiology Echocardiograph	Cardiology Echocardiography	OP	36905		PERCUTANEOUS TRANSLUM Excision of blood clot and

## **DATA REQUIREMENTS (CONTINUED):**

And/Or Provider to submit the following:

- List of services to be loaded in the Price Transparency Tool
- List of prices to be loaded in the Price Transparency Tool
- PROVIDER's web style sheet (HTML or XHTML, font, color)

## **TIMELINE:**

Sixty (60) days from submission of PROVIDER complete data set

#### INVESTMENT:

**PARA's** compensation per PROVIDER for the core Price Transparency Tool set-up will be Twelve Thousand Two Hundred Fifty dollars (\$12,250.00), billed at time of engagement and a quarterly fee of two thousand, eight hundred and fifty dollars (\$2,850.00) for housing, updates, storage, maintenance and support. Loading payer contracts billed at \$125.00 per contract. This does not include the fees for eligibility checking, or any additional services listed in the service agreement.

**PARA's** compensation per PROVIDER for the Machine-Readable Price Transparency File as a one-time stand-alone solution will be twelve thousand two hundred fifty dollars (\$12,250.00), billed at time of engagement. Loading payer contracts billed at \$125.00 per contract.

This PARA Service Agreement ("AGREEMENT"), is made by and between KHA Solutions Group ("PROVIDER") and PARA HealthCare Analytics, LLC ("PARA"), a Delaware Corporation. Kentucky providers include: AdventHealth Manchester - 180043 Monroe County Medical Center - 180105 ARH Our Lady of the Way (St Joseph Martin) - 181305 Morgan County ARH Hospital - 181307 Baptist Health Corbin (Baptist Regional) - 180080 Norton Audubon Hospital - 180088\* Baptist Health Hardin - 180012 Norton Brownsboro Hospital - 180088\* Baptist Health La Grange (Baptist Hospital Northeast) - 180138 \_Norton Children's Hospital (Kosair) - 180088\* \_Norton Hospital - 180088 Baptist Health Lexington (Central Baptist Hospital) - 180103 Baptist Health Louisville (Baptist Hospital East) - 180130 Norton Women's & Children's Hospital - 180088\* Ohio County Healthcare - 181323 Baptist Health Madisonville (Hopkins County) - 180093 Baptist Health Paducah (Western) - 180104 Owensboro Health Muhlenberg Community Hospital - 180004 Baptist Health Richmond - 180049 Owensboro Health Regional Hospital - 180038 Barbourville ARH Hospital (Knox County) - 181328 Paul B Hall Regional Medical Center - 180078 Bluegrass Community Hospital - 181308 Pikeville Medical Center - 180044 Bourbon Community Hospital - 180046 \_Rockcastle Regional Hospital - 180115 Breckinridge Health - 181319 Russell County Hospital - 181330 Caldwell Medical Center - 181322 Saint Joseph Berea - 181329 \_Carroll County Memorial Hospital - 181310 Saint Joseph East - 180143 \_Saint Joseph Hospital - 180010 \_Casey County Hospital - 181309 Centerstone Louisville -Saint Joseph London - 180011 \_Clark Regional Medical Center - 180092 Saint Joseph Mount Sterling (FKA Mary Chiles Hospital) - 180064 \_Crittenden Community Hospital - 180095 Shriners Hospitals for Children Medical Center (Lexington) - 183300 Southeastern KY Medical Center (Pineville) - 180154 Cumberland County Hospital - 181317 Deaconess Henderson Hospital (Methodist Health - Henderson) - 180056 Spring View Hospital - 180024 Deaconess Union County Hospital (Morganfield) - 181306 St Claire Regional Medical Center - 180018 \_Ephraim McDowell Fort Logan Hospital - 181315 St Elizabeth Covington - 180035 \_Ephraim McDowell James B Haggin Hospital - 181302 St Elizabeth Edgewood - 180035\* \_Ephraim McDowell Regional Medical Center - 180048 \_St Elizabeth Florence - 180045 Flaget Memorial Hospital - 180025 St Elizabeth Ft Thomas (Cardinal Hill) - 180001 Fleming County Hospital - 181332 St Elizabeth Grant - 181311 \_FMC Lexington -\_T J Samson Community Hospital - 180017 \_Taylor Regional Hospital - 180087 Frankfort Regional Medical Center - 180127 Georgetown Community Hospital - 180101 The Medical Center at Albany - 180106 Harlan ARH Hospital - 180050 \_The Medical Center at Bowling Green - 180013 Harrison Memorial Hospital - 180079 The Medical Center at Caverna - 181314 Hazard ARH Regional Medical Center - 180029 The Medical Center at Franklin - 181318 Highlands ARH Regional Medical Center - 180005 \_The Medical Center at Scottsville - 181324 Jackson Purchase Medical Center - 180116 Three Rivers Medical Center - 180128 Jane Todd Crawford Hospital - 181325 Trigg County Hospital - 181304 Kentucky Children's Hospital - 180067\* TriStar Greenview Regional Hospital - 180124 Kentucky River Medical Center - 180139 Tug Valley ARH Regional Medical Center (Williamson) - 180069 Kings Daughters Medical Center - 180009 Twin Lakes Regional Medical Center - 180070

Lake Cumberland Regional Hospital - 180132

Livingston Hospital and Healthcare - 181320

UK Albert B Chandler Hospital - 180067

\_UK Good Samaritan Hospital - 180067\*

Logan Memorial Hospital - 180066	UofL Health - Jewish Hospital (KentuckyOne) - 180040
Marshall County Hospital - 181327	UofL Health - Mary & Elizabeth Hospital- 180040*
Mary Breckinridge ARH Hospital - 181316	UofL Health - Peace Hospital (Our Lady of Peace) - 180040*
McDowell ARH Hospital - 181331	UofL Health - Shelbyville Hospital (Jewish Hospital) - 180016
Meadowview Regional Medical Center - 180019	UofL Hospital (University of Louisville) - 180141
Mercy Health - Lourdes Hospital - 180102	Wayne County Hospital - 181321
Mercy Health - Marcum and Wallace Hospital - 181301	Whitesburg ARH Hospital - 180002
Middlesboro ARH Hospital - 180020	Womens Hospital Saint Joseph East - 180143*
PROVIDER hereby engages PARA to provide services to assist F complete description of the services to be provided is referer reference specifically made a part hereof.	
two hundred and fifty dollars (\$12,250.00), billed at	re Price Transparency Tool set-up will be twelve thousand, time of engagement and a quarterly fee of two thousand, ing, updates, storage, maintenance and support. Loading
PARA will apply a discount to the core set up fees ar that sign this agreement.	nd the ongoing quarterly fees for the Kentucky Providers
6 – 10 Kentucky Providers = 5% discount 11 – 15 Kentucky Providers = 10% discount 16 – 20+ Kentucky Providers = 15% discount	
<del></del>	
for the KHA Solutions Group Price Transp for just that service their purchase will a	e stand-alone Machine-Readable file does not qualify parency discounts however any members that sign up pply to the total count for the tiered discounting. The e a one-time fee of \$12,250.00 and does not include
ADDITIONAL SERVICES (select services below):	
	Data set-up within the Pricing Transparency Tool will be gement and a quarterly fee of \$1,250.00, billed quarterly.
Eligibility Interfacing (EDI) will cost \$1.00 per so	uccessful query.
Eight (8) hours of PARA's staff time is included in building (i.e. common associated ancillary cha	n the core Price Transparency Tool set-up fee, for package arges), thereafter billed at \$125.00 per hour.
	be billed at \$125.00 per hour. Prior to any additional IDER a written estimate of expected hours for approval.

	PARA Data Editor (PDE) system subscription billed at \$1,000 per month
	Twenty (20) End Users are included in PARA Data Editor (PDE) system subscription, thereafter \$100.00 per End User per year.
	Processing of 837/835 claims data - \$.10 per electronic claim.
	All HIM coding questions submitted via phone, email or Post A Question to PARA - \$125 per question.
	PROVIDER may request additional reports or extracts for pricing, billing, coding and compliance outside of contracted scope of service and/or additional consulting services, billed on time and materials at \$125.00 per hour.
2.	Upon CMS issuing the Inpatient Final Rule effective October 1st for each Federal Fiscal Year which will include the "The increase in operating payment rates for general acute care hospitals paid under the IPPS that successfully participate in the Hospital Inpatient Quality Reporting (IQR) Program and meaningful electronic health record (EHR)" the PARA fees as listed in paragraph 2 and 3 shall be adjusted each January 1st for the future calendar year.
3.	Payment shall be made within 30 days from invoice date by PROVIDER. Failure of PROVIDER to promptly remit payments as called for herein will entitle PARA to an interest charge until paid, computed at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law.
4.	PROVIDER agrees that the performance of the WORK under this Agreement, including, but not limited to, the procedures, manuals and methods used by PARA are confidential proprietary information of PARA and PROVIDER agrees not to release any information whatsoever about PARA or its employees without the written consent of PARA.
5.	The term of this agreement is for a minimum of one year from the date of engagement. Additional years may be secured at the pricing in this agreement for a period of years (1 year plus additional years). The agreement shall automatically renew on the engagement date upon expiration of the initial term in each subsequent year; however, PROVIDER may terminate at its sole option the additional term(s) of the agreement with 120 days written notice.
6.	It is agreed between the parties hereto that PARA is an independent contractor and is not, for any purpose, to be deemed an employee or partner of PROVIDER, and that this Agreement does not constitute a joint venture between the parties hereto. PARA is not authorized to enter into any agreements or create any obligations or behalf of PROVIDER.
7.	At all times during the term of this Agreement, PARA shall keep all information and records regarding patient

care, quality assurance, managed care contract rates and terms, utilization review and peer review strictly confidential and shall disclose such information and/or records only in accordance with relevant law and only after providing PROVIDER with at least fifteen (15) days prior written notice of any request for or intended

disclosure.

- 8. PARA shall upon the written request of the Secretary of Health and Human Services of the Comptroller General or any duly authorized representatives make available the contract documents necessary to verify the services provided under this agreement. Such inspection shall be available up to 4 years after the rendering of such services. If PARA carries out any of this agreement through a subcontractor with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, PARA agrees to include this requirement in any such subcontract(s). This section is included pursuant to Public Law 96-499, Sec. 952 (Sec. 1861 (v) (1) of the Social Security Act). No attorney-PROVIDER, accountant-PROVIDER, or other legal privilege will be deemed to have been waived by the PROVIDER or PARA by virtue of this Agreement.
- 9. PARA shall at all times provide Services in a manner consistent with relevant law, regulation (including all published CMS reimbursement regulations), Deficit Reduction Act provisions, accreditation standards, professional standards, PROVIDER policy and procedure, and PROVIDER philosophy and values. PARA agrees that Services shall be provided in a competent, efficient and effective manner and as described herein. Further, PARA agrees that any agents of PARA that assist PARA in the provision of Services shall satisfy the requirements of this Agreement as well.
- 10. Governing Law and Jurisdiction: The parties hereto acknowledge and agree that this Agreement shall be governed by and shall be interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties hereto further acknowledge and agree that the Commonwealth of Kentucky is the proper forum for any and all disputes arising out of this Agreement in that this Agreement was prepared, negotiated, executed, and consummated in the Commonwealth of Kentucky. The proper venue within the Commonwealth of Kentucky for any action on the within contract is the County of Jefferson.
- 11. In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action will be entitled to recover court costs and reasonable attorney's fees in the judgment rendered.
- 12. PARA shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501).
- 13. PARA shall process any data and/or updated file(s) submitted by the PROVIDER via the PARA File Transfer link within the PARA Data Editor, that is relevant to the scope of services outlined in the PARA Transparency Tool and by this reference specifically made a part hereof, within 10 business days from date of submission.
- 14. PARA maintains all information technology (IT) infrastructure with Onramp which operates in a SSAE 16/AICPA SOC 2 Type 2 standards and undergoes continuous third party audits for compliance. The Statement on Standards for Attestation Engagements no. 16 (SSAE 16) is the new "attest" standard put forth by the Auditing Standard Board (ASB) of the American Institute of Certified Public Accountants. Formerly known as "SAS 70", an SSAE 16 audit includes controls over information technology and related processes, policies and procedures, including operational activities, and validates everything is performing at optimal standards regarding security, availability and operating integrity. As an SSAE 16/AICPA SOC 2 Type 2 certified company Onramp has been audited by third party on control activities related to: Logical and Physical Access, Security of Environment and Information, Back-up/Recovery and Secure Storage.
- 15. PARA's servers, databases, and applications are connected to the Internet through multiple, redundant backbone routers and switches for optimum/fail-over routing. This provides PARA with a resilient and redundant facility and network designed to provide continuous connectivity to the Internet and therefore to the end user. All scheduled maintenance takes place on the weekends during off hours (12am-6am). PARA's

applications are continuously monitored 24 hours/day for availability and critical IT staff notified immediately if there is a failure.

- 16. Security: Physical access to PARA's hardware is strictly enforced via magnetic card readers through the Network Operations Control room staffed 24x7x365. Only the most critical IT employees are granted such access with government issued photo identification. All exterior and interior areas are monitored by CCTV 24x7x365 and server racks locked at all times. All applications and underlying data are secured via strict permission-based user access utilizing strong passwords and rigorous staff security policies. PARA does not initiate or accept the insecure transmission of PHI or otherwise confidential data. Web-based applications and data files that contain sensitive information are transmitted over the Internet via secure sockets layer and encrypted up to 1024 bits.
- 17. U.S. Government Rights: This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60510. U.S. Government rights to use, modify, reproduce, release, perform, display or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b) (2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.
- 18. This Agreement constitutes the full understanding and entire agreement between the parties and supersedes any and all prior oral and written understandings and agreements. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement will be binding unless hereafter made in writing and signed by the party to be bound. Neither party has relied upon the representations or statements of the other except as stated herein.

IN WITNESS WHEREOF, these parties have executed this Agreement as of the day and date first above written.

PROVIDER:		
Engagement Date:	Name:	
	Title:	
PARA		
Date:		
	Peter A. Ripper, CEO	