

# PRACTICE MATE

This Data Sheet is effective as of December 2023.

This Data Sheet describes the Practice Mate™ product, an online medical practice management program, provided by Office Ally, Inc (“Office Ally”) to the user named on an applicable Order (the “User”).

## 1. CLAIM SUBMISSION

User hereby agrees to submit all claims electronically through Office Ally for carriers that are on Office Ally's payer list. Practice Mate is a web-based program. This provides User with the advantage of being able to use User's business information from any place that provides access to a computer (assuming it meets system requirements) and broadband internet connectivity. Because this is an on-line program, User will not have Office Ally's software on User's local computer, and any business data entered into Office Ally's program will be stored on Office Ally's off-site servers.

## 2. PROTECTED HEALTH INFORMATION

Any exchange of Protected Health Information pursuant to services provided by Office Ally shall be governed by a Business Associate Agreement mutually executed by Office Ally and the User. In the event no Business Associate Agreement mutually is in effect between Office Ally and the User, the terms and conditions of Office Ally's standard Business Associate Agreement shall apply, a copy of which is available upon request.

## 3. DEFINITIONS

**Transactions:** A Transaction consists of a request and the corresponding response. A “Successful Transaction” is any Transaction which is not a Failed Transaction. A “Failed Transaction” is defined as a request unanswered by the Receiver (time-out waiting for a response) or a message from the Receiver in response to the request indicating that the Receiver's systems are down and cannot respond to the request at this time (i.e., request can be received but the mainframe needed to process the Transaction is not available).

**Eligibility & Benefits Inquiry Request:** This transaction allows a provider to submit an electronic request for verification of a patient's eligibility and selected benefit information (270) and receive a response (271) response from the payer system verifying eligibility. This response also allows for benefit details if available.

**Claim Status Inquiry Request:** This transaction allows a provider to submit an electronic request for the status of a claim (276) and receive a claim status response (277).

**Claim Submission & Response:** Claim Transactions are requests for payment, or submission of information relating to, services rendered (837 P, I, D) and Claim submission response (999 and 277CA)

**Electronic Remittance Advice – ERA (835):** The ERA is used to indicate a payment of claims or transfer of remittance

information from the payer to provider through a depository financial institution.

**Duplicate Transactions:** If Submitter sends a duplicate transaction to Office Ally in a valid format, such duplicate shall be counted as a Transaction. Each billable Transaction will be billed by Office Ally, including duplicate Transactions.

**Submitter:** Submitter means the party to the agreement that sends the EDI Transactions to Office Ally, the receiver.

**Receiver:** Receiver means Office Ally who receives the transactions from the Submitter.

## 4. FEES CLAIMS

### NON-PAR CLAIMS POLICY

To determine whether a payer is Non-Par, please reference the NON PAR column of our Payer List. The blue check mark indicates a Payer is Non-Par.

- The Non-Par processing fee is \$35.00\* and is calculated and charged per unique Tax ID + Rendering NPI combination whose claim volume is 50% or more to Non-Par Payers (per our Payer List) in a month. **Price will increase to \$39.95 effective February 01, 2024.**
- If no Rendering NPI is present, then for Institutional claims Attending NPI will be used. Otherwise, Billing NPI will be used for this calculation when rendering NPI/Attending NPI is not present.
- For each unique Tax ID + Rendering NPI combination whose claim volume is less than 50% in a month, the Non-Par processing fee will not be charged for that month.

### PRINT CLAIMS POLICY

All claims that Office Ally is able to submit electronically are transmitted electronically, free of any “printing” fees.

- Any claims that Office Ally cannot send electronically can be printed and mailed automatically for a fee of \$ 0.45 cents per claim\* if you select this option below.
- Claims that need to be printed and mailed to individuals (such as patients or attorneys), or to foreign countries are \$0.55 per claim\*
- The submitter will be invoiced monthly via email for these paper claims.

## ELIGIBILITY AND BENEFITS (270/271)

- Each Account will incur charges of ten dollars (\$10.00) for 1-100 (one through one hundred) transactions and any additional transactions will be (\$0.10) per transaction within a given month. Example if you process 101 transactions in a given month the cost will be \$10.10.

## PASS THROUGH FEES

Office Ally, the Receiver, may pass through any third-party fees, without markup, associated with any Transactions to the Submitter. This includes UHIN Pass Through Fees. Pass Through Fees shall be included on monthly invoices.

## 5. INTERRUPTION OF SERVICE

Redundant equipment with firewalls, load balancing, and failover are used to ensure continuous operation of Office Ally's website. Database and file backup ensure quick retrieval of data in the case of unforeseen circumstances. Office Ally's goal is to have its website available to our users as much as commercially reasonable. However, periodic maintenance requires that Office Ally's website be down for limited periods of time. Office Ally is also unable to control circumstances which might interrupt service, such as natural disasters, or local events that might impact users' ability to access the internet. As a result, there might be periods of time during which User may not have access to User's business data.

## 6. SYSTEM & SECURITY REQUIREMENTS

Office Ally's products and services are internet-based programs accessed through the Office Ally website. For optimal performance users should be in compliance with Office Ally's System Requirements and Recommendations available here: <https://cms.officeally.com/formsmanuals>.

These system requirements are subject to change. User designates Office Ally to manage security controls using industry standards and HIPAA best practices to include but not limited to: unique user ids, password complexity, minimum password length, limiting password reuse, lock-out parameters, banner notification and password expiration notice. For intended use of the Virtual Visits product, User should utilize a device with tested and reliable video and microphone capability.

## 7. CHANGES

Office Ally may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Office Ally make any changes that will adversely impact or degrade the products or services applicable to this Data Sheet without the User's prior written approval. When Office Ally makes changes hereto which do not adversely impact or degrade the products or services applicable to this Data Sheet, Office Ally will provide prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the applicable Office Ally products or services or by sending User an email. Office Ally shall have the right to increase prices from time to time, upon notice to User not less than thirty (30) days prior to the effective date of such increase. Office Ally reserves the right, with notice, to move Companies or Accounts to Enterprise pricing due to any of the following: A change in or current scale of (i) volume of transactions submitted per month, (ii) number of Rendering NPIs submitting under a UserID, or (iii) size of monthly invoice.

Office Ally may make changes to the Payer List at its sole discretion by adding or removing Payers from the services at any time. Office Ally will use commercially reasonable efforts to provide User with written notice of such change.

## 8. TERMS AND CONDITIONS

User's execution of an applicable User Agreement for the products and services applicable to this Data Sheet signifies User's agreement to the terms and conditions in this Data Sheet and its acknowledgment that products and services are provided under and is governed by such applicable Order and User Agreement.

This document constitutes a Data Sheet as defined in the User Agreement. OFFICE ALLY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.