

This Software License and Services Agreement (“Agreement”)

is entered into by and between:

CompuGroup Medical Inc. (“CGM”)

with its headquarters located at
3838 N. Central Ave., Ste. 1600
Phoenix, AZ 85012

and

(“You”) Teach Public Schools

Client Number: 11851730
1846 West Imperial Highway
Los Angeles, CA 90047

Contact Name: Matt Brown

Phone: 323.251.7719

Fax:

Email: mbrown@teachps.org

Employee Responsible: Kathryn Hunter

Phone: 949.308.5836

Fax:

Email: kathryn.hunter@cgm.com

Quote Number/Order Number: 350776379

Throughout this Agreement, You and CGM may be referred to as “the Parties” or each as “a Party”.

This Agreement, the Terms and Conditions (www.cgmus.com/full-s) and the Business Associate Agreement (www.cgmus.com/ex-d) comprise the entire agreement between the Parties:

This Agreement, when signed by You, supersedes and replaces any other materials provided by either Party to the other Party (including any proposal of which this Agreement is a part).

By initialing the box to the left, You acknowledge that You have read and agree to the all of the terms and conditions and are authorized to do so.

By initialing the box to the left, You acknowledge that You have read and agree to the terms and conditions of the Business Associate Agreement and are authorized to do so. If you attach a separate Business Associate Agreement, please enter “N/A” in the box to the left.

The **Effective Date** of this Agreement is _____ (if no date is entered, then the Effective Date of this Agreement is the date You sign this Agreement below).

CGM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Teach Public Schools

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The offer is valid until: 2019/06/25

Exhibit A: PRODUCTS AND SERVICES

For Services that are charged on a flat fee per-Provider-per-month basis with an aggregated monthly cap on the number of transactions, if the number of transactions for that Service in a particular month exceeds the aggregated cap for all Providers across all of your Facilities, then You will be charged on a per transaction basis for all transactions that exceed the aggregated monthly cap. All fees are exclusive of any state or local sales taxes.

INITIAL TERM OF AGREEMENT: The initial term of the Agreement starts on the Effective Date and ends forty-eight (48) months from the earliest Go Live date for any Program, Services, or EDI Services shown below.

Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
50	CGM RCM - MediEd Premium Package	6% of monthly collections, includes: - MediEd/PM Provider Subscription - Software Maintenance & Hosting - Software Support (during Standard Business Hours) - EDI Claims, ERA and Electronic Eligibility – Unlimited - Claim creation and processing - Denial and rejection management - Appeals at all levels - Preventative claim edits - Clear visibility into End User A/R - WebCODER - AMA CPT code set (included) - Demographic data import - Credentialing: Provider & Payors - Includes 60 hours of professional services (Project Management, Technical Services and Training)	1.00	0.00	\$0.00

Non-Recurring Fees

Item #	Item	Description	Qty.	Unit Price	Net Price
40	CGM RCM - MediEd Premium Implementation	CGM RCM MediEd Premium Implementation (per school/location); Includes 60 hours of professional services (Project Management, Technical Services and Training)	1.00	.	As outlined left.

Total Recurring Fees	As outlined above.
Total Non-Recurring Fees	\$0.00

NOTES: