

Quantum Health Automation, Inc.

Electronic Claims & Transaction Service Agreement

THIS AGREEMENT made and entered into in Evansville, Indiana, this _____ day of _____, 2003, by and between Quantum Health Automation, Inc., (hereinafter referred to as "QHA"), an Indiana Corporation, and _____ of _____, (hereinafter referred to as "Customer"), specifies the terms upon which QHA will submit claims and transactions to commercial and claims clearinghouses (hereinafter called "Payers") for services or supplies rendered or provided by the health service providers (hereinafter called "Providers") that are connected, owned or established by in any way by "Customer".

Witnesseth:

In consideration of the mutual promises herein, QHA and the Customer agrees as follows:

1. Services. QHA shall, in accordance with its then current procedures, submit on behalf of The Customer's provider base, electronic or paper claims (as designated by Providers) to Payers. QHA shall use all commercially reasonable means to ensure the prompt and accurate submission of claims and electronic transactions in accordance with the requirements of Payers and the United States Postal Service. QHA shall acknowledge receipt of the Customer's providers' transmission of claims and electronic services by making available regular "Edit Reports" to the Customer.
2. Responsibilities of Parties. Providers shall be solely responsible for ensuring the accuracy and adequacy of all claim information and for the accurate transmission of claim, statement and transaction information to QHA. The Customer and Providers agree to hold harmless QHA against all liability or costs (including attorney fees) pertaining to errors and omissions mentioned above and below of this paragraph 2. Providers shall submit information to QHA in the manner and format required by QHA, and Provider shall be solely responsible for any delay, loss, or damage to information in the course of transmission to QHA. Provider agrees to comply with all Payer contractual and legal requirements relating to the submission of claims. The Customer and Providers shall indemnify and hold harmless QHA against all liability or costs (including attorney fees) incurred as a result of breach of this paragraph 2.
3. Fees. For its services under this Agreement, QHA shall receive a monthly fee to be determined in accordance with QHA's then current fee schedule listed in the attached Exhibit A of this Agreement. QHA reserves the right to change its fee schedule upon thirty (30) days prior written notice to the Customer and Providers. All fees shall be due and payable in full in accordance with terms on the invoice. Finance charges will be applied to the past due charges and shall be due and payable in full in accordance with the terms of the invoice.

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4. Term. The term of this Agreement shall commence upon the effective date written above and continue until terminated. This Agreement may be terminated:

- (a) by either party upon 30 days prior written notice to the other, or
- (b) by QHA upon 5 days notice to Provider in the event Provider or Customer fails to make when due any payment required by this Agreement; or
- (c) by QHA without notice in the event Provider is in breach of its of its responsibilities under Paragraph 2 or 3 above.

5. Disclaimer of Responsibility. QHA shall have no responsibility for any claim until receipt of claim is acknowledged as an accepted claim by QHA through inclusion in an Edit Report. QHA shall not be liable for any failure caused by circumstances beyond the control of QHA, including, without limitation, situations of national emergency, fire, flood, other catastrophes and acts of God, insurrection, war, riots, failures of transportation, interruptions of communications or power supplies, or mechanical difficulties with the computer equipment of QHA not reasonably anticipatable or preventable. QHA shall have no responsibility for any acts of Payers.

6. Confidentiality. QHA shall to the extent required by law treat as confidential all claims information received from Provider and the Customer.

7. General. The parties acknowledge that their obligations hereunder may be subject to regulation under federal, state, and local laws. Each party agrees that it will at all times conform its actions to all applicable legal requirements and will, to the extent commercially reasonable, assist the other in compliance with such requirements. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other claim agreements, oral and written, between the parties relating to this Agreement. This Agreement and performance hereunder shall be governed by and construed in accordance with the internal laws of the State of Indiana. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The waiver of failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver or any further right hereunder. QHA may assign its rights and responsibilities under this Agreement to its subsidiaries or affiliates by giving 60 days prior written notice to the Provider.

The parties to this agreement agree that this agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this agreement may be transmitted between them by facsimile machine and electronic mail. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested.

This agreement shall not be effective until signed by a Quantum Health Automation's representative.

QHA: _____

Provider: _____

Title: _____

Title: _____

Date: _____

Date: _____