

Introduction to RPM and CCM Services Agreements from Vital Touch

Thank you for selecting **Vital Touch, LLC** as your trusted partner in delivering **Remote Patient Monitoring (RPM)** and **Chronic Care Management (CCM)** services. We are honored to support your mission to improve patient care while reducing the operational burden on your practice.

This services agreement outlines the full scope of our partnership, including clinical responsibilities, billing procedures, and legal protections designed to meet industry and regulatory standards. To streamline onboarding and long-term administration, we've structured the agreement around seven core sections and five integrated addenda.

Agreement Overview - The main agreement includes:

1. Term and Termination
2. Scope of Services
3. Billing and Payment
4. Mutual Obligations
5. Confidentiality and Data Security
6. Indemnification and Liability
7. General Legal Terms

Incorporated Addenda - Each addendum contains critical operational details to keep the agreement concise and practical:

- Addendum A – Scope of Services and Devices
- Addendum B – Fee Schedule and Payment Terms
- Addendum C – Business Associate Agreement (BAA)
- Addendum D – ACH Authorization
- Addendum E – Caller ID Authorization

Please take time to review each section carefully. Your signature confirms that you understand and accept the terms of this Agreement, including all incorporated addenda.

If you have questions or require assistance, our team is ready to support you. We look forward to a successful collaboration that enhances your operational efficiency and delivers better outcomes for your patients.

Warmest Regards,
Kevin Wiscombe
Co-Founder / CBO
Vital Touch, LLC

PRACTICE SERVICES AGREEMENT

This Practice Services Agreement ("Agreement") is entered into as of the Effective Date (defined as the last date signed below) by and between Vital Touch Services, LLC ("Service Provider"), a Wyoming limited liability company with its principal office at 555 S State St Ste 100, Orem, UT 84058, and the entity identified on the signature page ("Practice"). Collectively, the Service Provider and Practice are referred to as the "Parties."

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Addenda (Incorporated by Reference):

- Addendum A – Scope of Services and Devices
- Addendum B – Fee Schedule and Payment Terms
- Addendum C – Business Associate Agreement (BAA)
- Addendum D – ACH Authorization
- Addendum E – Caller ID Authorization

1. TERM AND TERMINATION

1.1 Term. This Agreement is effective as of the Effective Date and will remain in effect for one (1) year, renewing automatically for successive one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to renewal.

1.2 Termination Rights. (a) For Cause. Either Party may terminate with thirty (30) days' written notice if the other Party materially breaches and fails to cure within sixty (60) days. (b) Legal or Compliance Reasons. Immediate termination is permitted if required by law, insolvency, exclusion from government programs, or revocation of a necessary IP license.

1.3 Post-Termination Obligations. (a) Practice shall pay all outstanding invoices within thirty (30) days of termination. (b) All non-invoiced devices must be returned within thirty (30) days. Devices not returned within thirty (30) days will be invoiced at fair market value or replacement cost, as determined by Service Provider.

1.4 Definitions, For the purposes of this Agreement:

- (a) "Effective Date" means the last date signed on the signature page of this Agreement. (b) "PHI" refers to Protected Health Information as defined under HIPAA. (c) "Covered Entity" and "Business Associate" have the meanings assigned under 45 CFR §160.103. (d) "ACH" means Automated Clearing House, a U.S. electronic payment system used for direct payments. (e) "Minimum

Program Fee” means the monthly \$5,000 minimum billing threshold described in Section 3 and Addendum B.

2. SCOPE OF SERVICES

2.1 The Service Provider shall deliver Remote Patient Monitoring (RPM), Chronic Care Management (CCM), and/or Principal Care Management (PCM) services as described in Addendum A – Scope of Services and Devices.

3. BILLING AND PAYMENT

3.1 Billing and Minimum Fees. (a) Invoices will be generated based on eligible billing events or CPT codes rendered during the preceding calendar month. (b) Services are billed monthly based on CPT codes generated. (c) A \$5,000 monthly minimum billing applies. If monthly billing falls below this, the Practice pays the difference (see Addendum B).

3.2 Payment Terms. (a) Practices using their own biller: Invoices are issued at the start of each calendar month for the services rendered in the prior month. Payment is due within thirty (30) days of the invoice date. A 5% late fee is applied if payment is not received within five (5) days after the due date. (b) Practices using referred biller: A seven (7) calendar day evaluation period will begin upon delivery of the monthly billing report, during which the Practice may review and verify report accuracy prior to the payment due date. Payment is due on the seventh (7th) calendar day following report delivery. A 5% late fee is applied if payment is not received by the twelfth (12th) day.

3.3 Disputes and Adjustments. (a) Billing disputes must be raised in writing within seven (7) days. (b) ACH withdrawals are paused for disputed amounts until resolved.

3.4 QuickBooks ACH Payment Process. (a) All invoices will be issued through the Service Provider's QuickBooks platform. (b) Practice shall remit payment via the secure ACH link provided in the invoice. (c) Standard due dates and late fees apply to all ACH payments. (d) Receipts and confirmations are automatically sent by QuickBooks upon payment.

4. MUTUAL OBLIGATIONS

4.1 Practice Responsibilities. (a) Provide accurate and up-to-date patient demographic and clinical information necessary to initiate and manage services. (b) Assist in identifying, enrolling, and educating eligible patients; and participate in the development and ongoing refinement of individualized care plans. (c) Allow appropriate and timely access to EHR/EMR systems and provide necessary documentation, system permissions, and support for care coordination and compliance-related tasks.

4.2 Service Provider Responsibilities. (a) Deliver RPM, CCM, and other services in accordance with CMS guidelines and HIPAA regulations. (b) Provide FDA-approved monitoring devices and secure access to data dashboards as described in Addendum A. (c) Issue timely billing reports and support audit readiness, including documentation needed to validate CPT coding and service delivery. (d) Cooperate reasonably with the Practice in responding to audits from CMS, payors, or regulatory bodies, including prompt provision of supporting records or clarifications. (e) Acknowledge that the Service Provider is not the treating provider and does not assume any role in clinical decision-making. All medical judgment remains the responsibility of the Practice. (f) Retain all intellectual property rights in

its software platform, dashboards, communication systems, enrollment workflows, marketing materials, and documentation. The Practice is granted a limited, non-exclusive, non-transferable license to use these tools solely for the duration and purpose of this Agreement. No ownership or proprietary rights are transferred by this license.

5. CONFIDENTIALITY AND DATA SECURITY

5.1 Each Party shall maintain confidentiality of all non-public data, including PHI, and comply with applicable privacy and security laws. See Addendum C – Business Associate Agreement (BAA) for HIPAA-specific terms.

6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification. Each Party shall indemnify the other for harm caused by its own negligence, breach, or failure to comply with obligations.

6.2 Limitation of Liability. Neither Party shall be liable for indirect or consequential damages. Total liability is limited to amounts paid in the prior twelve (12) months, except for breach of confidentiality, BAA, or indemnity.

7. GENERAL LEGAL TERMS

7.1 Governing Law. Utah law governs, with venue in Utah.

7.2 Dispute Resolution. Good faith negotiation followed by binding arbitration.

7.3 Notices. Written notice shall be provided by email or courier.

7.4 Entire Agreement. This Agreement and attached Addenda supersede prior agreements.

7.5 Non-Solicitation. Neither Party will solicit the other's employees or contractors for twelve (12) months post-termination.

7.6 Reference to Online Policies. Practice acknowledges that certain operational procedures, service descriptions, support materials, or billing workflows may be described on the Service Provider's website (currently located at www.vitaltouchvps.com/policies) or otherwise provided electronically. These materials may be updated from time to time to reflect best practices, regulatory updates, or process improvements. In the event of a conflict between such materials and this Agreement, the terms of this Agreement shall control and take precedence.

7.7 Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, labor disputes, internet outages, cyberattacks, government orders, pandemics, or other force majeure events. Obligations delayed due to such causes shall be suspended for the duration of the applicable delay.

ADDENDUM A – SCOPE OF SERVICES AND DEVICES

A.1 RPM and CCM Services Provided. (a) Service Provider shall deliver Remote Patient Monitoring (RPM) and Chronic Care Management (CCM) services consistent with CMS regulations, including but not limited to: (i) Continuous monitoring and collection of physiologic data such as blood pressure, glucose levels, oxygen saturation, and weight. (ii) Clinical evaluation and communication between Service Provider care team and enrolled patients. (iii) Monthly communication and engagement with patients to ensure adherence to care plans and detect early warning signs. (b) Services will be provided by licensed and credentialed clinical staff under the general supervision of the Practice's physicians or providers. (c) Patient services shall be documented in accordance with CMS billing requirements and made available to the Practice for review.

A.2 Devices Supplied. (a) Service Provider shall provide one FDA-approved device per eligible patient enrolled in the RPM program. Devices may include: (i) Blood Pressure Cuff (ii) Pulse Oximeter (iii) Glucose Monitor (iv) Weight Scale (b) Devices are provided to patients at no cost to the Practice, unless otherwise agreed in writing. Devices are configured prior to shipment and shipped directly to patients. (c) Devices remain the property of the Service Provider unless explicitly billed and purchased by the Practice or patient.

A.3 Software and Dashboard Access. (a) Web-based platform provided for viewing patient data. (b) Practice receives a non-transferable license to access and use the system during the term. (c) Practice retains ownership of patient data.

A.4 Additional Services. Subject to CMS eligibility and billing requirements for Chronic Care Management (CCM), the following additional services may also be provided to enrolled patients as part of their care coordination plan:

- (a) Appointment Reminders
- (b) Patient Communication & Support (e.g., Lab Results, Prescription Refills)
- (c) Pre-Appointment Reports

ADDENDUM B – FEE SCHEDULE AND PAYMENT TERMS

B.1 CPT Code-Based Fees. (a) The Service Provider shall invoice the Practice for services rendered based on CPT codes billed in accordance with CMS guidelines, including RPM (99453, 99454, 99457, 99458), CCM (99490, 99439), PCM (G2064, G2065), and other applicable codes. (b) The fees associated with each CPT code shall be outlined in a separate Fee Table (or attached Fee Table Exhibit) delivered at onboarding or upon request and may be adjusted with thirty (30) days' written notice to reflect regulatory or payer reimbursement changes.

B.2 Minimum Fee Requirement. (a) A minimum monthly billing threshold of \$5,000 applies across all CPT code activity. (b) If the Practice's total monthly billing falls below this threshold, the Practice shall be invoiced a supplemental fee equal to the difference between \$5,000 and the total CPT value for that month. (c) This supplemental fee ensures continuity of service and covers operational, staffing, and technology costs. (d) The minimum billing threshold and any associated supplemental fee shall only apply following a ninety (90) day ramp-up period beginning on the Effective Date. During this ramp-up period, no minimum billing requirement will be enforced.

B.3 Payment and Late Fees. (a) For Practices managing their own billing: payment is due within thirty (30) days of the invoice date (Net 30). A five percent (5%) late fee shall be assessed on any outstanding balance if payment is not received within five (5) calendar days after the due date. (b) For Practices using a referred billing partner: payment is due on the seventh (7th) calendar day after delivery of the monthly billing report. A five percent (5%) late fee shall be assessed on any outstanding balance if payment is not received by the twelfth (12th) day following report delivery. (c) Late fees shall continue to accrue monthly on any unpaid balance until payment is made in full, unless waived in writing by the Service Provider due to billing disputes or documented exceptions.

B.4 Invoice Disputes and ACH Holds. (a) Practices must notify the Service Provider in writing of any billing discrepancies within seven (7) calendar days of receiving an invoice or report. (b) Disputed amounts will not be withdrawn via ACH until the dispute is resolved. Non-disputed balances remain subject to automatic ACH withdrawal and applicable late fees.

B.5 G0506 Code Clarification and Enrollment Fee. G0506 is an *add-on code* that may be billed by the Practice alongside a qualifying in-office E/M visit where RPM and/or CCM services are discussed. The E/M visit and associated documentation are the sole responsibility of the Practice and are not managed or submitted by the Service Provider.

The Service Provider may initiate or supply documentation to support billing of G0506—such as patient consent, enrollment confirmation, and care plan development—but does not provide documentation for the E/M component required for G0506 to be reimbursed.

Use of this reimbursement is at the Practice's discretion, and may be used to hire an onsite enrollment agent. All billing decisions in regards to G0506 remain the responsibility of the Practice.

Fee Table Exhibit

Disclaimer: The reimbursement figures provided are for illustrative purposes only. Estimates are based on national average Medicare rates for the applicable CPT codes, as published by CMS for the 2025 Physician Fee Schedule. Actual reimbursement may vary based on geographic location, payer-specific policies, provider type, billing methodology, and future updates to CMS rules or regulations. These figures do not guarantee payment and should be verified with your billing entity or Medicare Administrative Contractor. Payment for services is expected in accordance with the terms outlined in the service agreement.

CPT CODE	<i>all reimbursement amounts and Fees are PER CODE generated</i>	Reimbursement Rate	Fee For Services	Approximate Retained by Practice PER CODE
G0506	ONE-TIME onboarding, consent, and care plan development fee	\$ 60.81	\$ 60.00	\$ 0.81
99453	ONE-TIME device setup and patient education	\$ 19.73	\$ 16.00	\$ 3.73
99454	RPM device supply and data transmission (per 30 days)	\$ 43.02	\$ 30.00	\$ 13.02
99457	RPM management, first 20 minutes of staff time	\$ 47.87	\$ 24.00	\$ 23.87
99458	RPM management, each additional 20 minutes	\$ 38.49	\$ 24.00	\$ 14.49
99490	CCM, first 20 minutes of staff time	\$ 60.49	\$ 28.00	\$ 32.49
99439	CCM, each additional 20 minutes of staff time	\$ 45.93	\$ 28.00	\$ 17.93
99487	Complex CCM, 60 minutes with moderate/high complexity care planning	\$ 131.65	\$ 80.00	\$ 51.65
99489	Complex CCM, each additional 30 minutes	\$ 70.52	\$ 42.00	\$ 28.52
G0556	APCM Level 1: 0–1 chronic condition	\$ 15.20	\$ 9.00	\$ 6.20
G0557	APCM Level 2: 2 or more chronic conditions	\$ 48.84	\$ 30.00	\$ 18.84
G0558	APCM Level 3: Qualified Medicare Beneficiaries, 2+ chronic conditions	\$ 107.07	\$ 66.00	\$ 41.07
99426	PCM, first 30 minutes for a single high-risk condition	\$ 61.78	\$ 30.00	\$ 31.78
99427	PCM, each additional 30 minutes	\$ 50.46	\$ 30.00	\$ 20.46

ADDENDUM C – Default Escalation Alert Parameters

The table below outlines the default device parameters for escalation alerts, based on Medicare-recognized standards for the average patient. The undersigned agrees to utilize the default minimum and maximum threshold values for each listed device type, acknowledging that such values are appropriate for standard clinical use.

Alternatively, the undersigned may elect to specify custom alert parameters. All settings—whether default or custom—may be reviewed and modified at any time by contacting the Service Provider. The undersigned affirms acceptance of the selected escalation alert settings and agrees to be bound by the applicable Terms of Use.

Device Type	Parameter Name	Low Reading Alert Level	High Reading Alert Level	Normal Minimum Value	Normal Maximum Value
Pulse Oximeter	SP02	84	101	94	100
Pulse Oximeter	Heart Rate	50	130	60	100
Blood Pressure Monitor	Systolic Pressure	70	200	100	120
Blood Pressure Monitor	Diastolic Pressure	40	120	60	80
Blood Pressure Monitor	Heart Rate	40	120	60	100
Weight Scale	Weight (lbs)	-5lbs in a 24–48-hour window	or +3lbs in a 24–48-hour window	N/A	N/A
Glucometer	Blood Glucose	50	400	70	120

ADDENDUM D – BUSINESS ASSOCIATE AGREEMENT (BAA)

D.1 Purpose. This Business Associate Agreement (BAA) governs the creation, use, disclosure, and safeguarding of Protected Health Information (PHI) by the Service Provider (as Business Associate) on behalf of the Practice (as Covered Entity) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and their implementing regulations.

D.2 Key Provisions. (a) Permitted Use and Disclosure. Service Provider may use or disclose PHI solely as necessary to provide services under this Agreement, or as otherwise required by law. Any such use must comply with the minimum necessary standard under HIPAA. (b) Safeguards. Service Provider shall implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI and to prevent unauthorized access, use, or disclosure. (c) Breach Notification. In the event of a known or suspected breach of unsecured PHI, Service Provider shall notify the Practice without unreasonable delay and no later than five (5) calendar days after discovery. Such notice shall include all available details required for the Practice to comply with applicable breach notification obligations. (d) Access and Amendment. Upon request by the Practice, Service Provider shall provide access to PHI in a Designated Record Set to enable the Practice to meet its obligations under 45 CFR §164.524. Service Provider shall also make PHI available for amendment as required under 45 CFR §164.526. (e) Subcontractors. Service Provider shall ensure that any subcontractors who access PHI agree in writing to comply with substantially the same restrictions and conditions. (f) Return or Destruction of PHI. Upon termination of this Agreement, Service Provider shall return or securely destroy all PHI received from, or created or received on behalf of, the Practice, except as otherwise required by law or retained in secure backup for audit purposes. (g) Accounting of Disclosures. Service Provider shall document and make available disclosures of PHI in accordance with 45 CFR §164.528, if applicable.

D.3 Indemnification. (a) The Service Provider agrees to indemnify, defend, and hold harmless the Practice and its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, costs, or expenses, including reasonable attorneys' fees, arising out of or related to any breach of this BAA, violation of HIPAA or HITECH, or unauthorized use or disclosure of PHI by the Service Provider or its agents or subcontractors.

ADDENDUM E – ACH AUTHORIZATION

E.1 Authorization. (a) The Practice authorizes Service Provider to initiate recurring monthly ACH debits or demand drafts (see ADDENDUM B, section B.3).

E.2 Key Terms. (a) Debits are limited to fees outlined in this Agreement. (b) Disputed items are excluded until resolved (see ADDENDUM B, section B.4). (c) Authorization remains in effect until revoked in writing. (d) Practice agrees to settle all outstanding balances upon cancellation. (e) By signing this Agreement and submitting ACH information, the Practice grants the Service Provider the right to initiate ACH withdrawals for any undisputed amounts after the applicable audit period. Such withdrawals may occur without further express permission, provided no billing dispute has been raised within the time limits set forth in this Agreement.

E.3 Banking Details. (a) Bank and routing details to be provided below.

E.4 ACH Authorization Form. The following form must be completed by the Practice:

Practice Name: _____

Authorized Signature: _____ Date: _____

Typed Name: _____ Title: _____

Practice Legal Address: _____

Practice Email Address: _____

Bank Information:

Bank Name: _____

Bank Address: _____

Bank Phone Number: _____

NAME ON THE ACCOUNT: _____

Bank **ROUTING** Number: _____

Bank **ACCOUNT** Number: _____

Bank Account Type: (Please Indicate One): _____

(Personal Checking, Business Checking, Savings)

ADDENDUM F – CALLER ID AUTHORIZATION

F.1 Authorization. (a) Practice authorizes the Service Provider to use its caller ID for outbound communications with patients under the TRACED Act.

F.2 Details. (a) Use limited to patient enrollment and engagement calls. (b) Practice confirms authority to permit this use. (c) Caller ID details (business name and phone number) to be documented in this authorization form.

Business Name: _____

Business Caller ID (PHONE NUMBER): _____

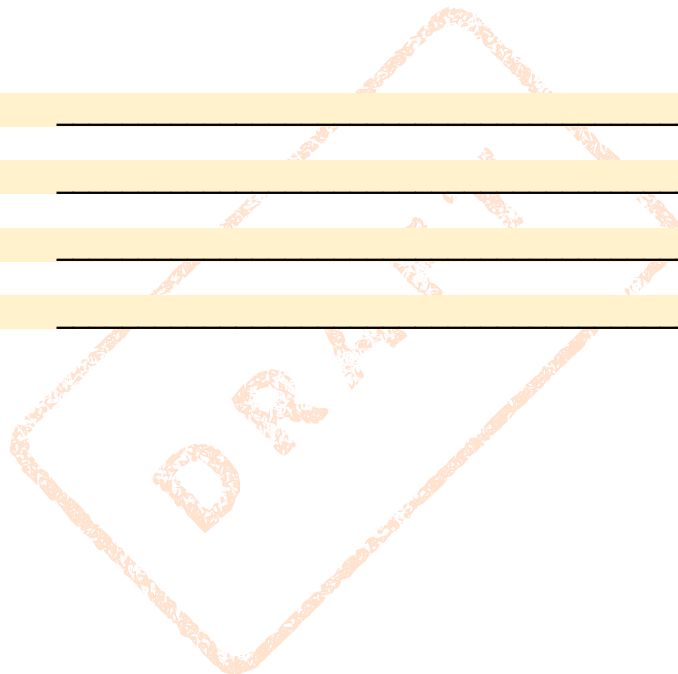
Contact Person's Details:

First and Last Name: _____

Title: _____

Email Address: _____

Phone Number: _____



SIGNATURE PAGE

By signing below, the Parties affirm that they have read, understood, and agreed to the terms and conditions of this Agreement, including all referenced and incorporated Addenda (A through E). Each Party acknowledges that this Agreement constitutes a binding and enforceable contract and represents the complete and exclusive statement of the mutual understanding of the Parties with respect to the subject matter hereof. The undersigned warrant that they are duly authorized to enter into this Agreement on behalf of their respective organizations.

Vital Touch, LLC

Service Provider

Practice

[Authorized Signature]

[Authorized Signature]

Name

Name

[Date] _____

[Date] _____

