

SERVICE LICENSE AND SUPPORT AGREEMENT

This Service Agreement is made by and between CompuClaim, Inc. (“CompuClaim”), a Rhode Island corporation with an address of 221 Third Street, Newport, Rhode Island 02840, and Howard County Public Schools (HCPS), with an address of 10910 Clarksville Pike, Ellicott City, Maryland 21042.

WHEREAS, Licensee provides health care services to Medicaid-eligible students, for which they are entitled to receive Medicaid reimbursements for providing said health care services; and

WHEREAS, CompuClaim has created and owns all rights to a web-based Medicaid billing and service portal known as CompuClaim Service Portal and Claim Management system (the “Service”) for the purposes of managing Licensee’s Medicaid billing program, including data collection, Medicaid eligibility verification, claims submissions, and access to Remittance Advice notices by the Licensee (the “Purpose”); and

WHEREAS, Licensee is desirous of licensing the Service, and CompuClaim is desirous of providing it;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. License and Payment.

- 1.1. CompuClaim grants to Licensee a limited term, limited use, non-exclusive, and non-transferable License to use the Service during the Term, as defined below, solely for the Purpose. Licensee may not: (i) lease, loan, resell, sublicense, or otherwise allow access to the Service to any third party other than Licensee’s employees and authorized personnel (“Users”); (ii) use the Service to provide or operate application service provider, service bureau, marketing, outsourcing services, or consulting services, or to otherwise commercially exploit the Service; (iii) use the Service to develop any service that is competitive with the Service; (iv) publish or otherwise distribute passwords to the Service except to its personnel, agents, or duly authorized Users or (v) use an unauthorized password to access the Service. Licensee shall notify CompuClaim if it becomes aware of any unauthorized third-party access to, or use of, the Service.
- 1.2. Unless Licensee is exempt, Licensee shall pay CompuClaim the License Fees and any applicable Sales Tax on License Fees, as set forth in Schedule A attached hereto. Licensee shall complete the form on Schedule C to enable electronic invoicing. All License Fees are exclusive of Taxes. If applicable laws require the withholding of Taxes under this Agreement, Licensee shall notify CompuClaim, make the applicable withholding, and remit the required Tax to the proper governmental authority. Licensee shall make payment for all fees within 30 days of the date of an invoice from CompuClaim. CompuClaim reserves the right to administer a late charge of 2% for each month or part of a month that payment is overdue, but not greater than the highest amount permitted by applicable law.
- 1.3. At Licensee’s option, and subject to acceptance by CompuClaim, Licensee may purchase additional products and services from CompuClaim (which, upon purchase, shall be deemed part of the Product for purposes of this Agreement) for which additional fees shall apply as set forth on the Pricing Schedule and agreed upon in the signed and approved contract addendum.

- 1.4. CompuClaim may change the price it charges for the Service from time to time effective for subsequent Renewal Terms, as defined below, but only if it gives written notice thereof more than 60 (sixty) days before the end of the initial or any Renewal Term.

2. Services

2.1. Set-Up

- 2.1.1. CompuClaim will provide a central team to coordinate all aspects of the Service. Regular teleconference meetings will be held as needed between the designated point persons for CompuClaim and designated point persons for Licensee. The teams will be coordinated by CompuClaim with follow up documentation to record decisions and project status. Point persons will be designated by the respective parties in writing within 15 days after the Effective Date and may be changed from time to time by the appropriate party by written notice to the other party.
- 2.1.2. CompuClaim will present a Statement of Work (“SOW”) listing key steps, project milestones and deliverables and their anticipated timelines. When accepted by Licensee, it will be signed by both parties and attached hereto as Schedule B.

2.2. Service Levels

- 2.2.1. CompuClaim will use commercially reasonable efforts to ensure Service to the Licensee according to the standards outlined in this Agreement, exclusive of any maintenance periods. CompuClaim may require the interruption of access to the Service for maintenance purposes and CompuClaim will use commercially reasonable efforts to conduct all such maintenance during scheduled maintenance windows from Monday - Friday, 9:00 PM ET – 1:00 AM ET, and Friday 9:00 PM ET to midnight Sunday ET. CompuClaim will use commercially reasonable efforts to notify the Licensee of scheduled downtime expected to exceed sixty (60) minutes at least seventy-two (72) hours in advance.
- 2.2.2. CompuClaim’ will use commercially reasonable efforts to provide Licensee with access to the Service at least 99.9% of uptime during normal business hours of Licensee, as measured monthly, excluding planned downtime and maintenance, with no more than two outages (unscheduled downtime) during normal business hours in excess of two consecutive hours in any month. CompuClaim will use reasonable efforts to notify Licensee within one hour of any known and verified unscheduled downtime of the Service and provide status updates periodically until the Service is restored. CompuClaim will immediately notify Licensee when the service is restored.

3. Support.

CompuClaim will promptly respond by telephone to Licensee’s reasonable inquiries regarding the Service and issues encountered in connection therewith. CompuClaim shall provide such telephone assistance to customers during standard business hours Monday - Friday from 8:00 AM to 5:00 PM EST (800) 220-4702, or via email at support@compuclaim.com. CompuClaim will

use commercially reasonable efforts to respond to and resolve any of Licensee's inquiries in a timely manner.

4. Limited Warranty

- 4.1 CompuClaim warrants that the Service shall materially perform in accordance with any documentation in effect at the time. The Licensee's exclusive remedies for breach of this warranty are that Licensee may report it to CompuClaim, and CompuClaim shall (a) fix the nonperformance within a reasonable period of time or (b) refund any prepaid License Fees and terminate this license.
- 4.2 THE EXPRESS LIMITED WARRANTY IN THIS SECTION 4 IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, COMPUCLAIM DOES NOT WARRANT THAT THE USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

5. Intellectual Property Rights.

- 5.1 Licensee acknowledges and agrees that the Service, the ideas, methods of operation, processes, know-how, aesthetic aspects, sub-systems and modules included in the Service, the graphical user interfaces for the Service, and the look and feel of the Service are proprietary materials which contain valuable trade secrets and that all Intellectual Property Rights to the Service are owned exclusively by CompuClaim and its respective licensors, subject to this License.
- 5.2 Licensee acknowledges and agrees that CompuClaim and its respective licensors shall retain all right, title, and, interest to all Intellectual Property Rights related to the Service, copies of the Service, and modifications or enhancements thereto, subject to this License. Licensee may develop and own software which interfaces with the Service but does not contain or use any object code or source code developed by CompuClaim or its licensors.
- 5.3 Subject to the Privacy Requirements in Section 10 below or as required by law, CompuClaim shall own all right, title, and interest to all data developed by the Service. Licensee is hereby granted the perpetual, irrevocable right and license to use all such data accessed through the Service for any purpose during the term of this Agreement and at any time thereafter. Notwithstanding the foregoing, CompuClaim shall not share, license, sell or otherwise provide such data to any third party. For purposes of clarity, CompuClaim shall only be permitted to use the data for the purpose of gathering information on an anonymous basis for internal purposes. This provision shall survive termination of the Agreement.

6. Copies of Documentation.

CompuClaim shall supply Licensee with digital copies of the claims (the "Documentation") for its use or the use of the Users as necessary. All copies of the Documentation shall have all of the

restrictive and proprietary notices as they appear on copies of the Documentation provided by CompuClaim.

7. Indemnities.

- 7.1. CompuClaim shall, at its expense, defend any suit or claim brought against Licensee and shall indemnify Licensee against an award of damages and costs against Licensee by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by CompuClaim, its employees, officers, agents or representatives, or (ii) the allegation that Licensee's use of the Service infringes a US patent or copyright (a "Licensee Claim"), if Licensee: (a) notifies CompuClaim in writing of the Licensee Claim within ten (10) days after Licensee receives notice; (b) gives CompuClaim sole authority to defend or settle the Claim; (c) gives CompuClaim all information in Licensee's control concerning the Licensee Claim; and (d) reasonably cooperates and assists CompuClaim with defense of the Licensee Claim. Licensee may participate in the defense of a Licensee Claim at its own expense. CompuClaim shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for Licensee.
- 7.2. If the Service becomes or in CompuClaim's opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, CompuClaim shall at its option and expense (a) obtain the right for Licensee to use the Service; (b) replace or modify the Service so that it becomes non-infringing; or (c) terminate the License for the Service. If CompuClaim terminates the License for the Service under this Section 7.2, (a) Licensee shall cease to use the Service; and (b) as Licensee's sole and exclusive remedy against CompuClaim (other than the indemnification by CompuClaim under Section 7.1) CompuClaim shall refund any prepaid License Fees paid for the infringing Service.
- 7.3. CompuClaim shall have no liability to Licensee under this Section 7 if any suit or claim of infringement is based upon the use of the Service: (a) in combination or use with any service or software not furnished by CompuClaim or described in the Documentation; (b) in a modified state not authorized by CompuClaim; or (c) in a manner other than for which it was designed, if infringement would have been avoided without such use of the Service. CompuClaim shall not be liable to Licensee for any infringement outside the United States and any other country in which the server portion of the Service is first installed.
- 7.4. SECTIONS 7.1 THROUGH 7.3 STATE COMPUCLAIM'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR ANY MATTER FOR WHICH AN INDEMNITY IS GIVEN.
- 7.5. Licensee shall, at its expense, defend any suit or claim brought against CompuClaim and shall indemnify CompuClaim against an award of damages and costs against CompuClaim by a final court judgment or in settlement of such suit or claim based on, or arising out of any non-compliance with any applicable law or regulation by Licensee, its employees, officers, agents or representatives (a "CompuClaim Claim"), if CompuClaim: (a) notifies Licensee in writing of the CompuClaim Claim within ten (10) days after CompuClaim receives notice; (b) gives Licensee sole authority to defend or settle the CompuClaim Claim; (c) gives Licensee all information in CompuClaim's control concerning the CompuClaim Claim; and (d) reasonably cooperates and assists Licensee with defense of the CompuClaim Claim. CompuClaim may participate in the



defense of a CompuClaim Claim at its own expense. Licensee shall not settle any CompuClaim Claim in a manner that imputes wrongdoing to or incurs liability for CompuClaim.

7.6. SECTIONS 7.5 STATES LICENSEE'S ENTIRE LIABILITY AND COMPUCLAIM'S SOLE REMEDY FOR ANY MATTER FOR WHICH AN INDEMNITY IS GIVEN.

8. Term and Termination.

8.1. The term of this Agreement shall begin upon the Effective Date, shall continue in effect for the period set forth on Schedule A (the "Initial Term"). Additionally, this Agreement may be extended in (1) month increments, to ensure continued operations during a period of transition with a signed and approved contract addendum.

8.2. CompuClaim may terminate this Agreement and the License granted to Licensee if CompuClaim is in compliance with this Agreement and either (a) Licensee fails to pay CompuClaim any amounts when due or, (b) Licensee is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after CompuClaim gives Licensee written notice describing the default. Upon termination in accordance with this Section 8.2, CompuClaim may:

8.2.1. declare all amounts owed to CompuClaim by Licensee for the entire then-current term to be immediately due and payable;

8.2.2. terminate access to the Service; and

8.2.3. cease performance of all of CompuClaim's obligations under this Agreement without liability to Licensee.

8.3. Licensee may terminate this Agreement and the License granted to Licensee if Licensee is in compliance with this Agreement and CompuClaim is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after Licensee gives CompuClaim written notice describing the default. Upon such termination:

8.3.1. Licensee shall pay CompuClaim's outstanding invoices that do not pertain to CompuClaim's default, but Licensee shall have no further payment obligations to CompuClaim under this Agreement; and

8.3.2. CompuClaim may require that Licensee cease any further use of the Service and immediately return any copies of the Documentation to CompuClaim.

- 8.4. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party's assets.
- 8.5. Upon termination of this Agreement by CompuClaim or Licensee, Sections 4, 5, 7, 8, 9, 10, and 14 of this Agreement shall survive.

9. Limitations of Liability.

- 9.1. After the parties have signed this Agreement, Licensee's exclusive remedies for Service-related matters shall be as described in this Agreement, subject to the limitations of Section 13.
- 9.2. COMPUCLAIM SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGE ARISING OUT OF ANY ERASURE, DAMAGE OR DESTRUCTION OF FILES, DATA OR PROGRAMS. LICENSEE SHALL BE RESPONSIBLE FOR MAKING BACKUP COPIES OF DATA,
- 9.3. IN NO EVENT SHALL COMPUCLAIM BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.
- 9.4. EXCEPT ONLY FOR (a) AN INDEMNIFICATION BY COMPUCLAIM UNDER SECTION 8.1 ABOVE OR (b) BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY (NOT DATA), COMPUCLAIM'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES TO LICENSEE OR THOSE CLAIMING THROUGH LICENSEE SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE CURENT YEAR'S LICENSE FEE PAID BY LICENSEE FOR THE SERVICE.
- 9.5. LICENSEE ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 9 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY COMPUCLAIM TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

10. Privacy Requirements and Confidentiality.

- 10.1 Both Licensee and CompuClaim shall collect and/or store Subject Information and so respectively agree to: (a) disclose Subject Information only to the extent necessary to conduct the Service or use the results of the Service; and (b) collect and/or store Subject Information in material compliance with all applicable federal, state and local laws, statutes, regulations and ordinances, including, but not limited to (i) confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and code data standards, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Part 162, as amended
- 10.2 Each party hereto shall indemnify and hold harmless the other from all loss, cost, damage, or

expenses (including reasonable attorneys' fees) incurred by either of them or their respective officers, employees, directors, representatives, and agents that arise out of or result from, in whole or part, any breach of this Section 10.

- 10.3 Notwithstanding any other provision hereof, CompuClaim or Licensee may use for any purpose Subject Information that has been aggregated in manner that would make it impossible to identify any individual subject.
- 10.4 Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except in connection its rights and obligations under this Agreement. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.
- 10.5 "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

11. Assignment.

Licensee may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by CompuClaim, in writing, prior to such assignment, such approval to not be unreasonably withheld.

12. Waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

13. Excusable Delay.

Neither CompuClaim nor Licensee shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of CompuClaim or Licensee, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond CompuClaim' or Licensee's reasonable control. This Section 13 shall not delay or excuse Licensee's payment obligations.

14. Governing Law and Jurisdiction.

This Agreement is governed by and construed in all respects in accordance with the laws of the State of Maryland (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of the Service, any disputes between Licensee and CompuClaim (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Howard County, Maryland and the parties shall submit to personal jurisdiction of these courts in any such legal action. CompuClaim and Licensee each waive their right to a trial by jury for any disputes between the parties.

15. Independent Contractor.

CompuClaim is providing the Service and Support under this Agreement as an independent contractor, and its personnel shall not be considered employees or agents of Licensee.

16. Severance and Interpretation.

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

17. Time Limitation.



Except for actions for non-payment or for breach of CompuClaim' or its third parties' Intellectual Property Rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

18. Notices.

All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other party's President at its address set forth above or such other person or address as a party may indicate in writing from time to time.

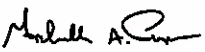
19. Entire Agreement.

This Agreement and the Schedules listed below and referred to herein, together with any addenda signed by the parties constitute the entire agreement between CompuClaim and Licensee with respect to the Service and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both CompuClaim and Licensee. No employee, agent, or other representative of either CompuClaim or Licensee has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both CompuClaim and Licensee. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.

20. Duration.

This contract is in effect July 1, 2022 thru June 30, 2026. Additionally, this Agreement may be extended in (1) month increments, to ensure continued operations during a period of transition with a signed and approved contract addendum.

COMPUCLAIM, INC.



(Authorized Signature)

Michelle Pope

(Printed Name)


President, COO

(Title)

2/24/22

(Date)

HOWARD COUNTY PUBLIC SCHOOLS



(Authorized Signature)

Michael J. Martirano, Ed.D.

(Printed Name)

Superintendent

(Title)

5/10/2022

(Date)



Schedule A

Based on the current needs of the Licensee, CompuClaim proposes the following pricing as outlined in licensing agreement.

Description	Cost	Total Cost
Annual licensing fee for Licensee management billing solution	\$65,000	\$65,000 payable in full upon signing of contract. (See terms below)
Web Training	included	\$0
Consulting Support Services	included February 24, 2022 through June 30, 2022	\$0 See Schedule D for terms
Additional Onsite Training	\$1,500 per day	TBD
Customization	\$185 per hour based on a Needs Assessment and Change Order request	TBD

Annual billing for license fees are payable upon contract signature and invoiced date as agreed upon by CompuClaim. Thereafter, the annual fee is invoiced each fiscal school year on July 1st. This fee can be negotiated into a monthly fee.

Any additional functionality not outlined in current proposal would require a needs assessment and change request as agreed by both the Licensee and CompuClaim.

All state mandated changes are configured at no charge to Licensee throughout the contract agreement

The pricing above is agreed to and accepted.

COMPUCLAIM, LLC


(Authorized Signature)

Michelle Pope
(Printed Name)

President, COO
(Title)

2/24/22
(Date)

HOWARD COUNTY PUBLIC SCHOOLS


(Authorized Signature)

Michael J. Martirano, Ed.D.
(Printed Name)

Superintendent
(Title)

5/10/2022
(Date)

Schedule B



STATEMENT OF WORK

SECTION 1. **COMPUCLAIM SERVICE PORTAL AND CLAIM MANAGEMENT SYSTEM.** Upon execution of this Agreement, CompuClaim shall begin configuration of the CompuClaim Service Portal and Claim Management system in accordance with this Statement of Work.

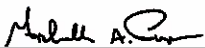
SECTION 2. For purposes of implementing and allowing access to the CompuClaim’s Service Portal and Claim Management system by Licensee in accordance with the terms of this Agreement. Upon completion of testing and implementation of the Service, Licensee will have access to the CompuClaim Service Portal and Claim Management system to collect data and process services for direct service Medicaid reimbursement for all Medicaid eligible students.

SECTION 3. **SOFTWARE AND TRAINING ACCEPTANCE.** In accordance with the time periods and parameters set forth in the Scope of Work, (i) CompuClaim shall give written notice to Licensee stating that the CompuClaim Service Portal and Claim Management system has been configured and delivered and training has been completed. Any additional testing or training requested by Licensee shall be at the cost and expense of Licensee, including payment of CompuClaim’s applicable training fee(s) and reimbursement of any costs and expenses incurred by CompuClaim, including travel, lodging and meals. Licensee shall be deemed to have accepted the Service and the training thirty (30) days after receiving CompuClaim’s notice that CompuClaim Service Portal and Claim Management system has been configured for testing and implementation, unless, during that period, the Product fails to substantially perform in accordance with the Statement of Work and Licensee gives written notice of non-acceptance to CompuClaim, including a statement of such material failure in reasonable detail. If Licensee gives proper notice of non-acceptance to CompuClaim, then:

(a) CompuClaim shall investigate the reported failure. Licensee shall provide to CompuClaim reasonably detailed documentation or explanation, together with underlying data, to substantiate the failure and assist CompuClaim in its efforts to diagnosis, produce and if necessary, correct the failure of the Product.

(b) If CompuClaim cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances and agreed upon by Licensee) after receipt of Licensee’s notice of non-acceptance, then either party may terminate this Agreement upon written notice to the other and this Agreement shall be void without further recourse of the parties. If, within such period CompuClaim does correct the failure, CompuClaim shall give written notice to Licensee certifying that the failure has been corrected, and another thirty (30) day acceptance period shall begin in accordance with this Section 3.

COMPUCLAIM, LLC




(Authorized Signature)

Michelle Pope
(Printed Name)

President, COO
(Title)

2/24/22
(Date)

HOWARD COUNTY PUBLIC SCHOOLS



(Authorized Signature)

Michael J. Martirano, Ed.D.
(Printed Name)

Superintendent
(Title)

5/10/2022
(Date)



Please complete contact information for submission of invoices

Electronic Invoicing Information Sheet

FOR ELECTRONIC INVOICING

Name:

School District: Howard County Public Schools

Phone:

Email:

Address:

City:

State:

Zip Code:

Special Instructions/PO#



Consulting Support Services will provide **HCPS** additional support and oversight to effectively maximize Medicaid reimbursement revenue opportunities to ensure the district has a support staff person working directly with the Medicaid Billing Analyst to oversee all delayed revenue barriers and support configuration of automated processes for student data management.

Schedule D: Consulting Support Services

CompuClaim will provide Consulting Support Services to Howard County Public Schools (HCPS) effective February 24, 2022 through July 30, 2022 to include:

- Oversight support and process management of the MD School Health Related MA Program shall include the following consulting support services to **HCPS**.
- Provide detailed Held Services analysis and resolution activities not currently being captured to include:
 - Identify barriers creating approximately \$1,000,000 in delayed revenue for HCPS
 - Develop weekly action lists for Medicaid Analyst to data gather that targets release of services in delayed revenue hold
 - Perform Held Service file formatting and importing services and monitor revenue flow
 - Consulting Tech support for HCPS IT department to configure recurring file transfers via SFTP for student data management to include
 - Recent IEP dates for MA students
 - Referring provider information for Prescription validation

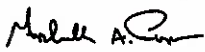
Consulting Support Services Compensation

CompuClaim will provide these additional support services to **HCPS at no additional cost as part of our current license agreement** through June 30, 2022. The CompuClaim team will meet no later than June 1, 2022 with HCPS to review current support needs.

If additional support is needed for the new 2022-2023 fiscal year a proposal will be provided outlining additional cost if district requires additional consulting support to be determined and agreed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

COMPUCLAIM, LLC



(Authorized Signature)

Michelle Pope

(Printed Name)

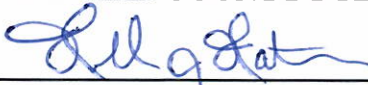
President, COO

(Title)

2/24/22

(Date)

HOWARD COUNTY PUBLIC SCHOOLS



(Authorized Signature)

Michael J. Martirano, Ed.D.

(Printed Name)

Superintendent

(Title)

5/10/2022

(Date)