

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

Laser Spine Institute, LLC ¹	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ASSIGNEE'S MOTION TO EMPLOY ACCORDIAS
HEALTHCARE SERVICES, LLC FOR COLLECTION OF
ACCOUNTS RECEIVABLE, TO PAY FEES, AND FOR AUTHORITY
TO COMPROMISE ACCOUNTS RECEIVABLES WITH THE
CONSENT OF TEXAS CAPITAL BANK AS ADMINISTRATIVE AGENT**

¹ On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

Soneet Kapila (“**Assignee**”), by and through his undersigned attorneys, hereby files this motion pursuant to Florida Rule of Civil Procedure 1.100(b) and § 727.108(7) of the Florida Statutes, to employ Accordias Healthcare Services, LLC (“**Accordias**”) in the Assignment Cases for the purposes of collecting accounts receivable. In support of this motion, the Assignee states as follows:

Background

1. On March 14, 2019, Laser Spine Institute, LLC (“**LSI**”) executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (the “**LSI Assignment Case**”).

2. Simultaneous with the filing of the LSI Assignment Case, the Assignee filed fifteen other Petitions commencing assignment for the benefit of creditors proceedings for 15 affiliates of LSI (the “**Affiliated Assignment Cases**,” and together with the LSI Assignment Case, the “**Assignment Cases**”): LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (collectively, together with LSI, the “**Assignors**”).

3. A significant subset of LSI’s asset base is comprised of accounts receivable generated from surgeries performed by the Assignors prior to the filing of the Assignment Cases (the “**Accounts Receivable**”). The bulk of the Accounts Receivable, which now are held by the Assignee, relate to payments owed by private insurance companies. Schedule B filed with the

Assignment Cases reflects aggregate accounts receivable in the face amount of approximately \$33 million. However, the expected collectable value of accounts receivable is likely to be significantly less than the face amount.

4. Texas Capital Bank, National Association, in its capacity as Administrative Agent to the lender group (“TCB”), asserts a lien on virtually all personal property of the Assignors, including but not limited to the Accounts Receivable, under a Credit Agreement (or any related documents or agreements) dated as of July 2, 2015 by and between the Assignors, as borrowers and/or guarantors, and TCB, as lender (as amended, the “**Credit Agreement**”). Accordingly, the Accounts Receivable are subject to the asserted liens of TCB.

5. Since the filing of the Assignment Cases, the Assignee has evaluated LSI’s collection procedures, staffing, and overall cost efficiency of LSI’s in-house collection processes. In the Assignee’s business judgment, he has determined that outsourcing collection of the Accounts Receivable will be in the best interest of the assignment estates.

Relief Requested

6. The Assignee seeks authority to employ Accordias, *nunc pro tunc* to May 2, 2019 for the purposes of collecting the Accounts Receivable owed to the Assignors (the “**Services**”) on the terms set forth in the Accounts Receivable Management Services Agreement (the “**Agreement**”) attached as **Exhibit A**. The Assignee also seeks authority to settle and/or compromise amounts owed on a specific Account Receivable with the consent of TCB, the ostensible lienholder with respect to the Accounts Receivable.

7. The Assignee has selected Accordias because it has considerable experience in the collection of accounts receivable in the healthcare arena. The Assignee interviewed multiple

candidates to collect the Accounts Receivable, and concluded in his business judgment that Accordias is well qualified and particularly suited for the task.

8. Under the Agreement, Accordias will be paid as follows: a \$25,000.00 implementation fee, plus 8.5% of collections. The Assignee further requests authority to pay these fees without further Court approval. Based on the Assignee's experience and business judgment, the rates charged by Accordias are reasonable and within the range of market rates.

9. Accordias represents no interest adverse to the Assignee or to the estates in the matters upon which it is to be engaged by the Assignee. The Assignee submits that the employment would be in the best interests of creditors and the assignment estates.

10. The Assignee further seeks approval to settle any outstanding amounts owed on Accounts Receivable subject to the consent of TCB, which asserts a lien on the Accounts Receivable pursuant to the Credit Agreement. Without the Court's approval to compromise claims, the Assignee would arguably be required to seek Court approval to compromise each Account Receivable. Because TCB will be the ultimate beneficiary of any recoveries from the Accounts Receivable, the Assignee submits that authorizing settlement of outstanding amounts with TCB's consent promotes efficiency and conservation of judicial resources.

WHEREFORE, the Assignee respectfully requests that he be authorized to employ Accordias in the Assignment Cases under Fla. Stat. § 727.108(7), *nunc pro tunc* to May 2, 2019 pursuant to the terms of the Agreement, authorize him to remit payment to Accordias under the terms described in the Agreement, authorize him to compromise outstanding accounts receivable

with the consent of Texas Capital Bank, as administrative agent, and that the Court order such other and further relief as is just and proper.

/s/ Edward J. Peterson

Edward J. Peterson (FBN 0014612)
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Email: epeterson@srbp.com;
Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Motion has been furnished on this 6th day of May, 2019 by the Court's electronic system to all parties receiving electronic service, and by either U.S. mail or electronic mail to the parties listed on the Limited Notice Parties list attached and:

Accordias Healthcare Services, LLC
Attention: Brent A Rose, Esquire
1161 Murfreesboro Pike, Suite 100
Nashville, TN 3721 7

/s/ Edward J. Peterson

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

April 29, 2019

Assignors and Assignor's Counsel: (via the Court's electronic servicing system)

CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Laser Spine Institute, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC
c/o Nicole Greensblatt, Esq.
Kirkland & Ellis, LLP
601 Lexington Avenue
New York, NY 10022
Email: ngreenblatt@kirkland.com

Assignee and Assignee's Counsel (via the Court's electronic servicing system)

Soneet Kapila
c/o Stichter Riedel, Blain & Postler, P.A.
Attn: Edward J. Peterson, Esq.
110 E. Madison Street, Suite 200
Tampa, Florida 33602

Secured Creditors:

CarePayment, LLC
5300 Meadow Rd., #400
Lake Oswego, OR 97035

Steris Corporation
5960 Heisley Rd.
Mentor, OH 44060

CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Maricopa County Treasurer
c/o Peter Muthig, Esq.
222 N. Central Ave., #1100
Phoenix, AZ 85004
Email: muthigk@maco.maricopa.gov

Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)

Highwoods Realty Limited Partnership
c/o Eric E. Ludin, Esq.
Tucker & Ludin, P.A.
5235 16th Street North
St. Petersburg, FL 33703-2611
Email: ludin@tuckerludin.com; erin@ludinlaw.com

Terry and Sherry Legg
c/o Colling Gilbert Wright & Carter, LLC
801 N. Orange Avenue, Ste. 830
Orlando, FL 32801
Email: JGilbert@TheFloridaFirm.com; RGilbert@TheFloridaFirm.com;
CertificateofService@TheFloridaFirm.com

Joe Bailey; Mark Miller; Ted Suhl; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging; Laserscopic Spinal Center of Florida, LLC; and Tim Langford
c/o Gunster, Yoakley & Stewart, P.A.
401 E. Jackson Street, Ste 2500
Tampa, FL 33602
Email: wschifino@gunster.com (primary)
kmather@gunster.com (primary)

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Texas Capital Bank, N.A.
c/o Trenam Kemker
101 E. Kennedy Blvd., Ste 2700
Tampa, FL 33602
Primary Email: slieb@trenam.com
Secondary Email: mмосbach@trenam.com
Tertiary Email: dmedina@trenam.com

Home Management, Inc.

c/o Michael C. Markham, Esq.
401 E. Jackson Street, Suite 3100
Tampa, Florida 33602
Email: mikem@jpfirm.com; minervag@jpfirm.com

Shirley and John Langston
c/o Donald J. Schutz, Esq.
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St. Petersburg, Florida 33701
Email: donschutz@netscape.net; don@lawus.com

Jared W. Headley
c/o Cameron M. Kennedy, Esq.
Searcy Denney Scarola, et al
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c/o Brandon J. Hill, Esq.
Wenzel Fenton Cabassa P.A.
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Tampa, Florida 33602
Email: bhill@wfclaw.com; twells@wfclaw.com

MedPro Group
c/o Jeffery Warren, Esq. and Adam Alpert, Esq.
Bush Ross, P.A.
P.O. Box 3913
Tampa, FL 33601-3913
Email: jwarren@bushross.com; aalpert@bushross.com;
mlinares@bushross.com; ksprehn@bushross.com

Cosgrove Enterprises, Inc.
c/o Walters Levine Lozano & Degrave
601 Bayshore Blvd., Ste 720
Tampa, Florida 33606
Email: hdegrave@walterslevine.com; jduncan@walterslevine.com

Cherish Collins
c/o Heather N. Barnes, Esq.
The Yerrid Law Firm
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Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

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Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

Holland & Knight, LLP
c/o W. Keith Fendrick, Esq.
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Tampa, Florida 33601-1288
Email: keith.fendrick@hklaw.com; andrea.olson@hklaw.com

Kenneth Winkler
c/o William E. Hahn, Esq.
310 S. Fielding Ave.
Tampa, FL 33606
Email: bill@whahn-law.com; Kelly@whahn-law.com

EXHIBIT A

Accounts Receivables Management Services Agreement

This **Accounts Receivables Management Services Agreement** (the “Agreement”) is made and entered into this 18th day of April 2019, between **Soneet Kapila**, solely as assignee for the entities listed below¹ (the “Assignee”) (“Client”) and **Accordias Healthcare Services, LLC**, a Tennessee limited liability company (“Accordias”).

RECITALS:

- A. Client is the Assignee for the benefit of creditors of the Assignors in assignment proceedings pending in the Circuit Court of the Thirteenth Judicial District in and for Hillsborough County (the “Assignment Court”).
- B. Client desires to engage Accordias for the purposes of providing business office services including obtaining payment and/or providing claims processing services for patient claims from insurance companies, other third party payers, and patients, including posting of payments and adjustments for a specified commission. Accordias is willing to accept that engagement and perform the services set forth in this Agreement.
- C. Accordias shall, at all times, represent Client as an independent contractor. All written and oral communications shall be in the name of Client.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and certify as follows:

I. Placement Provisions

- A. Engagement. Client hereby engages Accordias, and Accordias accepts such engagement to provide third-party claims processing, and follow up services including posting of payments and adjustments for and as an agent of Client, in accordance with the terms herein and to the extent provided for in Exhibit A hereto (the “Services”).
- B. Services. During the term of this Agreement, Client shall place with Accordias for servicing all accounts receivable for services rendered by the Assignors for which payment has not been received for related claims (“Eligible Claims”). Accordias agrees to service the Eligible Claims within any and all financial classes including Self-Pay.

¹ Laser Spine Institute, LLC; LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (the “Assignors”).

- C. Resolution Efforts. Accordias shall use commercially reasonable efforts to resolve all Eligible Claims by such methods as Accordias deems advisable, which may include billing and/or rebilling and otherwise communicating in writing and via telephone and facsimile with the patient, any guarantor, and third-party payors with responsibility for the patient account.
- D. Adjustments. Accordias shall prepare for processing any adjustment transactions related to account placement and forward to the Client for approval if above agreed upon limits. Accordias will complete data entry on all adjustments.
- E. Settlement. Accordias shall not compromise or otherwise agree to accept any amount other than the amount owed without prior written consent of the Client, except for any standard settlement policy of Client provided to Accordias prior to the execution of this Agreement.
- F. Litigation. Accordias shall not initiate litigation or otherwise pursue legal action with respect to any Claim.
- G. Timeframe for Services. Accordias shall seek to obtain payment or otherwise resolve to Client's reasonable satisfaction Eligible Claims within three hundred sixty five (365) days of placement with Accordias. Notwithstanding the foregoing, Accordias may cease resolution efforts on an Eligible Claim at any time. Accordias shall promptly notify Client of the decision to cease resolution efforts on an Eligible Claim.
- H. Return of Claims. Accordias shall recommend write off to Client Eligible Claim accounts when (i) the account has been determined to be unresolvable, with the reasoning for the determination being provided to Client; (ii) the balance on the account is paid in full or the balance is less than Nine and 99/100 Dollars (\$9.99); (iii) the patient or other responsible party is determined to be deceased and no estate is available to pay the amounts owed; (iv) no payment nor assurances of payment have been received on an Eligible Claim during the period set forth in Section G herein; (v) patient or payor initiates or threatens to initiate legal action; or (vii) this Agreement expires or is terminated.

II. Agreement Provisions

- A. Services Location. The Services shall be conducted at Accordias' offices located in Nashville, Tennessee.
- B. Information Provided. Client represents, to the best of his knowledge, that each patient account placed with Accordias for servicing includes all socioeconomic information, documentation of clinical data supporting the encounter and charges and other information necessary for the Claim to be considered a "clean claim" under the conditions and terms of the designated payor. For all Medicare patient accounts delivered to Accordias, Client represents that to the best of his

knowledge, the file includes a Medicare Secondary Payor (MSP) questionnaire, a Medical Necessity check, an Advance Beneficiary Notification (ABN) and such other information or documentation that is necessary or required to process the Claim. Client further represents and warrants that Client has obtained and provided to Accordias all information, including without limitation, all authorizations or consents necessary or desirable in order for Accordias to perform its duties pursuant to this Agreement. Client shall immediately inform Accordias of any correspondence it receives regarding any Eligible Claim being processed by Accordias hereunder. Accordias acknowledges that Client is relying upon information provided by the Assignors and had no involvement in the information contained in the Assignors' files.

- C. Coding. Accordias assumes no responsibility for the accuracy of any codes used in the Eligible Claims submission to the payor. All coding procedures and codes used for the purposes of claim submission (including but not limited to, revenue codes, CPT codes, ICD-9-CM codes, and HCPCS codes) for Eligible Claims is the sole and exclusive responsibility of Client. If Accordias receives a communication from the payor that indicates that a coding issue exists, Accordias shall provide notice of that communication to Client. Accordias shall not change or modify any code.
- D. Communication With Payor. During the period, the Eligible Claim is placed with Accordias, Client agrees that it shall not initiate any communications with the payor with respect to the Eligible Claim.
- E. Rates, Terms and Conditions With Payor. Client has the sole right to set the rates, charges, terms and conditions pertaining to patient accounts. Client shall provide (if in his possession) Accordias with information regarding the rates, charges, terms and conditions applicable to each Eligible Claim and Accordias shall provide the Services in compliance with such requirements.
- F. Receipt of Payments. Client is responsible for receiving all payments. Client shall provide Accordias electronic access to bank lockbox or a copy of all explanation of benefits, summary of payments, remittance advices or such other information in his possession as Accordias may request in connection with any Eligible Claim for the services to be provided by Accordias pursuant to this Agreement.
- G. Power of Attorney. Client hereby appoints Accordias to be Client's agent and attorney-in- fact, to the extent permitted by applicable law, for the purposes of billing and obtaining payment of amounts due on Eligible Claims from third-party payors on Client's behalf and in the name of Client and to contest denials and adjustments by third-party payors. Accordias hereby acknowledges and agrees that it shall be subject to Client's instructions regarding the handling of the Eligible Claims and shall act only on Client's behalf in providing the Services.

- H. Electronic Access. Client shall provide Accordias with access to Assignors' accounts receivable computer system including system documentation, imaging/archiving system, bank lockbox system and all clearinghouses necessary to perform the work and monitor cash receipts through invoice periods. Accordias shall be notified as soon as practicable of any planned alterations to Assignors' system that will affect the ability of Accordias to provide the Services hereunder.

III. Pricing; Payment

- A. Services Fees. In consideration for Accordias' Services, Client agrees to pay Accordias a fee for each Eligible Claim including Self Pay equal to eight and one half percent (8.5%) of the gross amount actually paid following transmittal of the Eligible Claim to Accordias. Fees shall be earned on payments received for accounts receivable based on vouchers and other remittances on accounts assigned to Accordias for the term of this Agreement and ending twenty-one (21) days after the effective date of the termination or expiration of this Agreement. Client agrees to provide Accordias access to Assignors' computer systems during such period following expiration or termination of the Agreement as necessary to complete all reporting on Eligible Claims. In no event shall the Client or KapilaMukamal, LLP be personally liable for any fees or costs hereunder. All such fees and costs shall be paid by the assignment estates.

Client also agrees to pay Accordias a one time implementation fee of twenty five thousand dollars (\$25,000) from the assignment estate within ten (10) days of contract signing.


_____ Initials of Client

- B. Payment. Invoices shall be sent to the Client monthly. All fees are due and payable thirty (30) days from invoice date by Client and shall be delinquent if not paid within fifteen (15) days after such due date. Any amount owed to Accordias that remains unpaid thirty (30) days after the due date shall bear interest at the rate of one and one-half percent (1.5%) per month.
- C. Suspension of Services. Accordias reserves the right to suspend daily operations if payment of invoice for services exceeds twenty five (25) days past receipt of invoice. The suspension of services does not terminate this agreement and services may be continued when the Client has made payment of all outstanding invoices; however, the Client has thirty (30) days to cure the default upon said suspension of services and pay any outstanding invoices. If no such cure occurs during the required timeframe, Accordias has the right to terminate the Agreement as set forth below. Any suspension of services under this paragraph, does not affect the duration or other terms of the agreement.


_____ Initials of Client

IV. Term; Termination

- A. Term. The effective date of this Agreement shall be mutually agreed upon and shall continue for a period of twelve (12) months.
- B. Termination. This Agreement may be terminated:
- a) by the parties upon their mutual consent;
 - b) by either party:
 - i. with-out cause, upon, at least thirty (30) days prior written notice to the other party; Clients' account must be current and in good standing;
 - ii. immediately upon written notice to the other party, if the other party fails to observe, keep or perform any material provision of this Agreement and such default remains uncured thirty (30) business days after written notice to cure has been given to the defaulting party; or
 - iii. immediately upon written notice to the other party, if any of the representations and warranties made by the other party in this Agreement are false or incorrect in any material respect when made or hereafter become false or incorrect in any material respect.
 - c) by Accordias: Services may be suspended by Accordias for nonpayment per terms in Section III Payment, Article C and Accordias may terminate the Agreement if such default is not cured within thirty (30) days from date of suspension.
- C. Survival. The representations and warranty provisions of this Agreement made by Client shall survive the termination.

V. Contract Provisions

- A. Access to Records. To the extent required by applicable law or regulation, until the expiration of four (4) years after the furnishing of services hereunder, Accordias shall make available, upon written request, to the Secretary of Health and Human Services, or upon written request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, including all amendments hereto, and all books, documents and records of Accordias that are necessary to certify the nature and extent of costs for services provided hereunder. If Accordias carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Accordias agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C.A. Sec. 1395x (v) (l) and the regulations promulgated thereunder. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Client or Accordias by virtue of this Agreement.

- B. Client Responsibilities. Except as otherwise provided in this Agreement, Accordias shall not be responsible for the provision of any health care services. Client shall maintain a copy of all information submitted to Accordias, and Accordias shall not be responsible for maintaining any information. Client shall be solely responsible for entering into and abiding by the terms of any contracts with third party payors, and obtaining certification for and maintaining participation in any federal or state health care program.
- C. HIPAA. A Business Associate Agreement between the parties is hereby incorporated by reference in this Agreement. The parties' obligations under this section shall survive the expiration or termination for any reason of this Agreement.
- D. Notice. Notification of termination of this Agreement shall be sufficient if in writing, and given in person or sent by registered or certified mail, postage prepaid, or sent by a recognized overnight delivery service the address set forth in this Agreement or to such other address as the party may specify by written notice to the other party.

If to Accordias:

Accordias Healthcare Services, LLC
1161 Murfreesboro Pike, Suite 100
Nashville, TN 3721 7
Attention: Brent A Rose, General Counsel

If to Client:

Soneet Kapila, Assignee
KapilaMukamal, LLP
1000 S. Federal Highway, #200
Fort Lauderdale, Florida 33316

With a copy to:

Edward J. Peterson, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602

- E. Independent Contractor. The parties acknowledge that Accordias is an independent contractor, and nothing contained herein is intended or shall be construed to make Accordias an employee, partner, or agent of Client for any purpose whatsoever. The parties hereto acknowledge that Client shall not deduct from any payments made to Accordias any federal and state, if applicable, income

tax withholding, FICA payments, or any other deductions. Accordias acknowledges that such taxes are Accordias' exclusive responsibility.

- F. Non-Solicitation. Each party agrees that during the term of this Agreement and for a period of one (1) year thereafter, it shall not, on behalf of itself or any other person, party or entity, approach, encourage or induce any other person, party or entity to, nor aid in any way in, the solicitation of any employee of the other party with a view towards hiring, nor actually suffer or allow such hiring or otherwise persuade any such employee, to leave the employment of the other party.
- G. Assignment; No Third-Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interest herein without the prior written consent of the other party. No assignment shall operate to relieve the assignor of its obligations under this Agreement. This Agreement is not intended to benefit any third party, and no third-party shall possess any rights pursuant to this Agreement.
- H. Severability. If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed wherefrom and the remaining provisions shall remain binding with the same effect as if such provisions were deleted.
- I. Entire Agreement; This Agreement states the entire agreement of the parties hereto with respect to the subject matter, and is intended to be the complete and exclusive statement of the terms hereof. This Agreement may not be changed orally and may not be modified or rescinded, except in writing, and signed by the parties hereto.
- J. Changes in Law. To the extent that changes in law or regulation or definitive changes in the construction of law or regulation articulated by an appropriate regulatory entity, court of law or a mutually acceptable opinion of counsel require the restructuring of the relationship between the parties established by this Agreement, the parties shall negotiate in good faith to amend this Agreement and otherwise restructure their relationship in order to effectuate their mutually agreed upon purposes.
- K. Governing Law. This Agreement, the rights and obligations of the parties hereunder, shall be governed by and in strict accordance with the laws of the State of Florida. This Agreement and its subject matter have substantial contacts with Florida, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in the Assignment Court. In any such action, suit or proceedings, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.


- L. Attorney's Fees. If either party engages an attorney to enforce its right hereunder in a court proceeding, the prevailing party shall be entitled to its costs, expenses, and reasonable attorney's fees.
- M. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute but a single original document.
- N. Approval. This Agreement is subject to the approval of the Assignment Court and shall be null and void if such approval is not obtained within sixty days of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Accounts Receivables Management Services Agreement as of the date first set forth above.

Client:

Soneet Kapila, as Assignee

By: 
Name: SONEET KAPILA

Accordias:

ACCORDIAS HEALTHCARE SERVICES, LLC

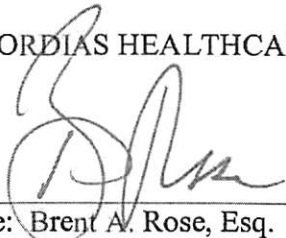
By:  5/2/19
Name: Brent A. Rose, Esq.
Title: General Counsel

Exhibit A

Services Statement of Work

I. Workflow Process

A. Business Office Services

1. Accordias will bill or rebill any account in its assigned inventory for which unbilled insurance coverage is identified. Accordias will coordinate with Client staff or designee for medical record or other non-medical record information needed to complete the claim.
2. Accordias will generally utilize the following workflow processes for third party accounts. This process will be adapted to Client preference and operating process.
 - a. Insurance claim status verified with carrier.
 - b. Comments updated with status.
 - c. Payment verification, with check number, co-insurance, and deductible, payment and check date will be commented on account, if available.
 - d. All insurance requests for additional information will be reviewed and completed to extent possible.
 - e. If insurances are requesting additional information from the patient, a Client approved letter will be generated by Accordias and forwarded to the patient.
 - f. Additional insurances:
 - i. If additional insurance present, Accordias will file secondary/tertiary insurance, once EOBs are received from the Client.
 - ii. Balances will be prorated to the appropriate payors.
 - iii. Insurance filing dates will be updated accordingly.
 - iv. Comments will be updated with the latest account activity.
 - g. If patient does not have secondary/tertiary insurances:
 - i. A Client approved letter advising the patient that insurance has paid and the balance is now due from them will be generated by Accordias and forwarded to the patient.
 - ii. Tracking status will be changed to the appropriate self pay status.
 - h. If the insurance denies the claim based on patient having ineligible benefits:
 - i. A Client approved letter will be generated by Accordias and forwarded to the patient.
 - ii. Tracking status will be changed to the appropriate self pay status.

3. Accordias will resolve all payer correspondence received that relates to the billing and follow up of accounts in Accordias inventory. Any correspondence not directly related to the billing and follow up functions, and any requests regarding the medical record would be directed to the facility's HIM designee.
4. Accordias will be responsible for tracking and resolving all third party payment denials including rebilling of successful appeals.
5. Accordias shall prepare for processing any adjustment transactions related to account placement and forward to the Client for approval if above agreed upon limits. Accordias will complete data entry on all adjustments.
6. Accordias would provide only minimum Protected Health Information to third parties as necessary to receive payment. All requests for PHI not related to payment and billing would be referred to the Client's privacy officer or designee.

B. Early Out/Self Pay Accounts

1. An approved statement or letter is sent to the patient/guarantor following discharge.
2. If no response is received, a second letter is generated ten to fourteen days subsequent to the first letter. If no response is received after the second letter, one to three attempts to contact the patient/guarantor will be made by phone.
3. During the process:
 - a. Accounts found with bad addresses will be further researched to attempt to find the correct address.
 - b. Account phone calls will be made in the name of the client every seven to ten days until payment arrangements are reached.
 - c. Accounts with no phone numbers or inoperative numbers will be researched further to attempt to find a working number.
4. If no contact is made with the patient/guarantor through this process, discreet calls will be placed to other available sources as permitted by law to attempt to reach the patient /guarantor. Additional sources may include employers and/or emergency contacts.

5. If contact is made during any point in the process, an attempt to resolve the account will be made. If full payment is not possible, Accordias will work with the patient/guarantor to obtain acceptable payment arrangements in line with the Client policy and financial ability of patient/guarantor.
6. If as a result of contact with patient/guarantor accounts are identified as potentially being covered by third party insurance, these accounts will be transferred to an Accordias Insurance Specialist.
7. The Insurance Specialist will then call to check the status of the account and answer any questions the insurance company may have.
8. If it is discovered that there is valid third party coverage, the Insurance Specialist will request a UB and/or EOB in order to bill insurance if necessary.
9. After insurance is billed, the account will be placed in follow up status to be called in 21 days to allow for processing and payment. If no payment has been received, a phone call will be made to insurance to verify status of the claim.
10. Account is placed in follow up status for an additional 21 days to again allow for payment. If no payment is received during this cycle, a second call is made to the insurance company and a call is made to patient/guarantor explaining that if payment is not received within 10 days the patient/guarantor will have to pay the balance.
11. If payment is still not received, the account will be returned to the self pay specialist for appropriate action.
12. If payment in full or arrangements have not been obtained at this point in the process, a third letter will be sent to the patient/guarantor informing them of alternative collection action.
13. If no response from third letter, account will be placed on spreadsheet to client recommending write off of the balance to bad debt.

Responsibilities of the Client

- I. **Make facility receivables systems documentation available for use by Accordias staff.**
- II. **Make facility Lockbox systems available for use by Accordias staff.**
- III. **Provide guidance to Accordias with regards to file maintenance definitions.**
- IV. **Provide Accordias with daily access to copies of all explanation of benefits, summary of payments, remittance advices, correspondence or other information needed for the resolution of any third party claim assigned to Accordias.**
- V. **Client personnel designee will be responsible for the authorization and refunding of all patient credit balances.**
- VI. **Define the Client letter(s) to be used when the balance is due from the patient.**
- VII. **Define the Client letter(s) to be used when additional information is needed from the patient to complete processing of their claim.**
- VIII. **Ensure that Client's receivables systems are available for use by Accordias via remote access during normal business hours.**