

Amwell Service Brief

Health Plan Integration – Non-AMG Providers

1. Introduction

This Service Brief is between American Well Corporation (“**Amwell**”) and the entity (“**Customer**”) named in the Enterprise Service Agreement, or equivalent, between the parties (the “**Agreement**”). The terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the parties’ duties under this Service Brief. In the event of a conflict between this Service Brief and the Agreement, the Agreement shall control. Capitalized terms used herein and not otherwise defined are as defined in the Agreement.

Services shall be provided in accordance with the descriptions set forth below and shall conclude upon Acceptance (as defined below).

Any additional services not addressed in this Service Brief are out-of-scope and not included in these services. If Customer or Amwell identifies a change to the project scope or schedule, both parties will review the change, and, if such a change may result in additional efforts required to deliver any of the services detailed in this Service Brief, Amwell will issue a Statement of Work outlining the changes and any resulting pricing implications. Additional services will be billed on (i) a time and material basis at a rate agreed to by both parties or (ii) a fixed fee basis. If the former, the additional services will be invoiced and payable on a monthly basis in respect of all services provided in the preceding month.

To the extent that Amwell resources are required to travel to perform services onsite, Customer agrees to reimburse Amwell for all reasonable travel expenses, subject to any travel and expense reimbursement terms set forth in the Agreement.

1.1. Definitions & Acronyms

- “**Acceptance**” means the delivery of all services outlined in the Service Brief has been completed by Amwell, in accordance with the requirements that have been defined for the project. To document Acceptance and formally mark the statement of work as completed and closed, Customer and Amwell will execute an acceptance gate form. Customer will have a period of five (5) business days from notification by Amwell that the work has been completed, to perform an acceptance test (the “**Acceptance Period**”) to confirm that such functionality complies with the Statement of Work and/or approved requirements documentation. In the event that Customer does not accept or reject such functionality within the Acceptance Period, then Acceptance shall be assumed. Any additional services requested by Customer following Acceptance will be governed by a separate Statement of Work or Service Brief.
- “**Platform**” means Customer’s instance of the Service (as defined in the Agreement)

2. Scope of Services

Amwell will deliver the following services to add the number of health plan(s) identified on the applicable Quotation (each a “**Health Plan**”) to the Platform for the integration of real-time eligibility and claims.

The specific Health Plan(s) included in the scope of this Service Brief shall be identified and agreed upon by Amwell and Customer prior to any work beginning.

2.1. Prerequisites and Dependencies

- Customer’s selected health plan(s) shall have a real-time eligibility with Change Healthcare (formerly Emdeon).
- Customer shall submit claims for non-AMG providers via existing medical billing process.
- Health plan integrations must be worked concurrently.
- Customer acknowledges that all Health Plans must be integrated on the Platform concurrently. If any Health Plans listed in the scope of this Service Brief are not ready to be enabled on the cost script by the time Customer chooses to have Amwell enable the cost script in production, the cost script will be enabled, and any services to enable another cost script at a later date to add the Health Plan(s) shall be scoped and set forth in a separate Service Brief or Statement of Work for additional fees.

2.2. Eligibility Setup and Configuration

Customer’s Platform has data and formatting requirements for the eligibility response (271); if the health plan is not able to meet to these requirements, Amwell will engage its vendor, Change Healthcare to normalize the eligibility response(s). Normalization is the manipulation, addition, or removal of data being sent on the 271 response by the Health Plan.

Amwell will include, as part of this Service Brief, the following services:

- Perform discovery sessions with the Health Plan(s) to understand the Health Plan’s telehealth benefits and eligibility requirements (e.g., service type code(s) to be used in the 270 request, special messages, etc.). In certain cases, the review sample 271 response files to identify any areas where normalization is needed is necessary.
- Based on the above assessment, create the specification document for the “normalization” work to be performed by Change Healthcare to map/transform the 271 response. This will include the submission of the request to Change Healthcare and the monitoring of the progress of the request.
- Perform end-to-end (E2E) testing of 270/271 data exchange with live members, once each Health Plan and Change Healthcare changes are in place. In many cases live members will be requested of the Customer.

If a Health Plan is unwilling or unable to comply with Amwell’s minimum requirements for data exchange, Amwell will notify Customer and discuss alternative methods for the calculation of the patient cost share.

2.3. Cost Script Creation and Activation

To add more than one (1) Health Plan on the Platform, Amwell will create and activate a cost script on the Platform. This Service Brief includes the creation of one cost script to support the Health Plan integration.

A cost script is a computer code used to handle the cost structure of a telehealth encounter. It can consider provider type, practice affiliation, eligibility request, eligibility service type code, health plan selection, claim sent, CPT code, visit length, and visit fees.

2.4. Project Management & Planning

Amwell will assign an Implementation Manager, who will partner with Customer's project manager and designated project team for the duration of this Service Brief. Key services that will be provided by the Implementation Manager include:

- Serving as the Amwell liaison, engaging additional Amwell resources in the appropriate fashion, as needed, throughout the course of the project
- Creation and ongoing management of a project work plan and key milestone dates
- Documentation of business and detailed requirements, including workflows, and other Platform configuration decisions made jointly between the two teams
- Management of scope, schedule, budget, risks, and issues
- Coordination and facilitation of weekly project team meetings and status updates, including dissemination of meeting agendas and minutes