



PROCESSING SERVICES AGREEMENT
(MediSoft/Lytec)

THIS PROCESSING SERVICES AGREEMENT, effective as of the date signed by RelayHealth below (the “**Effective Date**”), between RelayHealth, a division of McKesson Information Solutions LLC (“**RelayHealth**”), and the customer identified below (“**Customer**”) consists of this signature page and the exhibits listed below (collectively, the “**Agreement**”).

Exhibits	
A	Fees and Administration
B	Service Descriptions
C	Terms and Conditions
D	Business Associate Addendum
E	Automated Payment Authorization Form

The initial term of this Agreement will commence on the Effective Date and will continue for a period of one year thereafter (“**Initial Term**”), unless earlier terminated as provided herein. At the end of the Initial Term or any renewal thereof (collectively, the “**Term**”), this Agreement will automatically renew for additional one year terms, unless either party gives written notice to the other party at least 90 days prior to the expiration of the then-current term of its decision not to renew.

This Agreement is executed by an authorized representative of each party.

[INSERT CUSTOMER NAME]

**RelayHealth, a division of
McKesson Information Solutions LLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
 (“Effective Date”)

Customer Address:
[Insert Street Address]
[Insert City, State, Zip]

RelayHealth Address:
5995 Windward Parkway
Alpharetta, Georgia 30005
Attn: General Counsel

For RelayHealth Internal Use Only	
Customer Number	
Contract Number	

EXHIBIT A

FEES AND ADMINISTRATION

I. PROCESSING SERVICES FEES (Select One Option Below):

Select	Description	Fee
Flat Fee Pricing		
<input type="checkbox"/>	EDI Bundled Services: <ul style="list-style-type: none"> • Electronic Claims (unlimited) • Electronic Remittance (unlimited) • Eligibility Verification (unlimited) 	\$90 per Provider per month ⁽¹⁾
	Paper Claims	\$0.55 per transaction
	EDI Bundled Services Implementation	\$199 per practice ⁽²⁾
Per Transaction Pricing		
<input type="checkbox"/>	Electronic Claims	\$0.40 per transaction
	Electronic Remittance	\$0.20 per transaction ⁽¹⁾
	Paper Claims	\$0.55 per transaction
	Monthly Minimum	\$30 per month ⁽¹⁾
	EDI Services Implementation	\$199 per practice ⁽²⁾

- (1) RelayHealth will waive the first three months of processing fees if RelayHealth receives the Agreement executed by Customer no later than December 31, 2008.
 (2) One time fee, due on Effective Date.

II. ADMINISTRATION

Sold To:		Bill To:	
Address:		Address:	
Attention:		Attention:	
Telephone:		Telephone:	
Facsimile:		Facsimile:	
E-mail:		E-mail:	
Federal Tax ID:		Payment Option: <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH	
Taxable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		(See Exhibit E: Automated Payment Authorization)	
VAR Name: Medical Billing Consultants, Inc.		VAR Customer No. 15376	
Practice Management System: <input checked="" type="checkbox"/> MediSoft <input type="checkbox"/> Lytec <input type="checkbox"/> Other:			
Practice Management System Version Number:			
Number of Providers (attach additional pages as required):			
List Provider Names (First/Last):			
1)		8)	
2)		9)	
3)		10)	
4)		11)	
5)		12)	
6)		13)	
7)		14)	

EXHIBIT B

PROCESSING SERVICES DESCRIPTIONS

Processing Service	Description
Electronic Claims	This transaction allows a Customer to submit medical or institutional claims in a standard electronic format in a batch basis through RelayHealth's system for transmission to payors.
Electronic Remittance	This transaction allows a Customer to receive an electronic explanation of a specific claim's adjudication by payor, including payment information on a specific claim.
Electronic Eligibility Verification	This transaction allows a Customer to submit a real-time online request for verification of patient eligibility status.
Paper Claims	A claim received by RelayHealth from a Customer that cannot be sent electronically to a designated payor will be processed and printed on paper in a standard format. RelayHealth will mail the processed paper transaction to the payer address designated in the paper transaction.

EXHIBIT C

TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

“Confidential Information” means non-public information, including technical, marketing, financial, personnel, planning, and other information that is marked confidential or which the receiving party should reasonably know to be confidential, and will also include the terms of this Agreement. Confidential Information will not include: (a) information lawfully obtained or created by the receiving party independently of the disclosing party’s Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information or PHI (as defined in Exhibit D), the protection of which will be governed by Exhibit D.

“Customer User” means all authorized users of the Processing Services.

“Documentation” means user guides or operating manuals containing the functional specifications for the Products that RelayHealth provides to Customer, as may be reasonably modified from time to time by RelayHealth.

“Force Majeure Event” means any cause beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or a fuel crisis.

“Processing Services” means the Transaction processing services provided by RelayHealth that are selected by Customer in Exhibit A and described in Exhibit B.

“Productive Use” means use of Processing Services to process live data.

“Provider” means Physicians or Non-physician professionals who are employed by, or under contract, to provide health care services for Customer or its affiliates, whether full or part-time. **“Physician”** means an individual legally licensed to provide healthcare services to patients and includes a medical or dental doctor, optometrist, certified consulting psychologist, osteopath and chiropractor. **“Non-physician professional”** means an individual, who is licensed, certified or otherwise designated to assist physicians in

providing healthcare services to patients and includes a nurse practitioner, physician assistant, therapist, technician and social worker.

“Services Installation Date” means the earlier of (a) the date when the Processing Service is first available for Productive Use, or (b) the date specified in the applicable implementation plan when the Processing Service is intended to be available for Productive Use, except that such date will be extended for each day that the Processing Service is not available for Productive Use due to direct fault of RelayHealth.

“Third Party Vendor” means a vendor other than RelayHealth from whom RelayHealth or Customer (with prior written approval from RelayHealth) obtains Third Party Product, Third Party Equipment or Third Party Software.

“Transaction” means information received from Customer or its agent that is processed by RelayHealth, including a distinct claim, remit, information request, statement, collection letter, print image or other item.

SECTION 2: PROCESSING SERVICES

2.1 Engagement. RelayHealth will use commercially reasonable efforts to provide, and Customer will accept, the Processing Services.

2.2 Modifications to Processing Services. RelayHealth may modify or discontinue any Processing Services. Additionally, Customer acknowledges and agrees that future regulations or industry practices may affect performance of the Processing Services and require RelayHealth or Customer to generate additional or different information, to use different Transaction formats, to reprogram software and/or incur delays in processing Transactions. If any changes relate to a particular Transaction recipient and involve an unreasonable cost to either party to accommodate such Transaction recipient, then such party may discontinue Processing Services with respect to such Transaction recipient upon prior written notice to the other party.

2.3 Transaction Standards. RelayHealth warrants that the format for Transactions being purchased by Customer that are regulated by HIPAA will follow the HIPAA required formats for each

such Transaction as defined in the Transactions and Codes Sets Final Rule and the associated Implementation Guides from X12N as adopted by the Secretary of Health and Human Services.

SECTION 3: PAYMENT

3.1 Payment Terms. Customer will authorize the initiation of either credit card payments or Automated Clearing House Debits on behalf of Customer by signing the Automated Payment Authorization attached as Exhibit E.

3.2 Processing Services Fees. Customer will pay RelayHealth the fees and charges set forth in Exhibit A for each Processing Service accessed by Customer commencing on the earlier of the Services Installation Date as defined herein, or 120 days after the Effective Date. If Customer is not able to submit Transactions 120 days after the Effective Date solely as a result of RelayHealth's delay, then Customer's sole remedy will be suspension of payment of the Processing Service fees until Customer is able to begin submitting Transactions. RelayHealth will invoice Customer monthly for fees and charges.

3.3 Expenses. Prices do not include packing, delivery, and insurance charges, or fees charged by communications common carriers or timesharing suppliers with respect to Processing Services, which will be separately invoiced and paid by Customer. Customer will reimburse RelayHealth for all other reasonable out-of-pocket expenses incurred in the course of providing the Processing Services, including travel and living expenses.

3.4 Taxes. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties (except for taxes payable on RelayHealth net income). Customer will promptly pay, and indemnify RelayHealth against, all such taxes and duties, unless Customer provides RelayHealth satisfactory evidence of an applicable tax exemption prior to Effective Date.

3.5 Late Payments. RelayHealth may charge Customer interest on any overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Customer will reimburse RelayHealth for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. If Customer does not pay fees, charges, or expenses when due, then RelayHealth may require reasonable advance payments as a condition to providing Processing Services.

3.6 Audit. Upon reasonable advance notice and no more than twice per year, RelayHealth may conduct an audit to ensure that Customer is in compliance with this Agreement. Such audit will be conducted during regular business hours, and Customer will provide RelayHealth with reasonable access to all relevant equipment and records. If an audit reveals that Customer's use of Processing Services is in violation of this Agreement, then RelayHealth may invoice Customer for all such excess use based on RelayHealth's standard fee(s) in effect for the applicable Processing Services at the time the audit is completed, and Customer will pay any such invoice. If such excess use exceeds five percent of the licensed use, then Customer will also pay RelayHealth's reasonable costs of conducting the audit.

3.7 Price Increases. RelayHealth may increase its fees for Processing Services once every 12 months upon 60 days written notice to Customer. The amount of such increase will not exceed five percent. Price increases are effective as of the next annual, quarterly or monthly payment due date.

3.8 Pass-through and Access Fees. Customer will pay RelayHealth any fees or charges invoiced or paid by RelayHealth to an applicable Transaction recipient or other entity related to the processing of any Transaction, such as any network surcharges, government imposed access fees, fees resulting from changes in regulation or statute, postage, or access fees, and other similar fees assessed against RelayHealth and outside of RelayHealth's reasonable control. Upon written request, RelayHealth will make available to Customer documentation relating to these pass-through fees and charges in connection with the Processing Services.

SECTION 4: CUSTOMER OBLIGATIONS

4.1 Use of Processing Services. Customer will: (a) cooperate fully with RelayHealth and provide RelayHealth access to all appropriate Customer facilities, equipment and supporting documentation requested, as reasonably necessary for RelayHealth to carry out its obligations under this Agreement, (b) secure any authorizations necessary to receive the Processing Services, (c) use the Processing Services in accordance with any conditions of use set forth in the Documentation furnished by RelayHealth (electronically or otherwise) or specified from time to time by RelayHealth, (d) provide education, training, and first level customer support for the Processing Services to its

facility(ies), (e) provide RelayHealth with necessary data in the proper format to enable RelayHealth to properly furnish the Processing Services, (f) comply with all applicable contractual obligations imposed by payors in order for RelayHealth to obtain such access to payors as may be necessary for performance of the Processing Services; provided, however, that RelayHealth will not be liable for any reimbursement decisions made by payors with respect to the Processing Services, (g) select operators who are qualified to operate the Processing Services, (h) convert its own data files to print image files for use with the Processing Services when necessary, (i) complete and return to RelayHealth all forms reasonably required by RelayHealth or by payors, (j) provide authorized signatures to RelayHealth and to the payors as required by applicable law, (k) consider and treat all information received through the Processing Services as confidential, (l) request information from RelayHealth only in connection with the Processing Services, and in connection with data that Customer is legally entitled to view and/or modify, (m) make or request modifications to the Processing Services or Customer data that comply with all applicable federal and state laws, rules, and regulations, and (n) use or access the Processing Services only in a way that does not adversely affect the performance or function of the Processing Services or interfere with the ability of other authorized parties to access the Processing Services.

4.2 Failure to Comply. Customer acknowledges and agrees that RelayHealth will not be liable for any delay in the performance of its obligations, where such delay is due to Customer's action or inaction. RelayHealth may suspend Customer's and its users' access to or use of the Processing Services, without credit, at any time if, in RelayHealth's sole discretion, the performance, integrity or security of the Processing Services is in danger of being compromised as a result of such access. In addition to other remedies available to RelayHealth hereunder, any breach of the foregoing may result in RelayHealth's immediate termination of the Agreement.

4.3 Permitted Access. Customer represents and warrants that only duly authorized representatives of Customer will be permitted to access the Processing Services and only for the uses described herein. Customer Users will be required to register and receive a login ID and password before accessing the Processing Services. After the initial registration, Customer will ensure that all additional users are authorized and receive login IDs and passwords. RelayHealth is entitled to rely upon the certification, statement, or electronic representation thereof, of Customer's representative in providing the Processing

Services to Customer. Customer will not, except as otherwise agreed to in writing, either (a) allow any third party not under the control of Customer to obtain access to the Processing Services, or (b) allow use of the Processing Services in any manner which would allow the general public access or for the benefit of any third party.

4.4 Delivery of Data. Customer will deliver accurate and complete Transaction data to RelayHealth using a mutually agreeable format in accordance with the Documentation. Edits and eligibility determinations will only be made if Customer selects those Processing Services and RelayHealth will otherwise have no obligation to verify, check or otherwise inspect the information furnished by Customer, except to verify the number of records, the number of Transactions, and the total dollar amount of the Transactions. In addition to the foregoing, Customer will submit Transactions in accordance with applicable law. Payors, fiscal intermediaries, government entities and other third party information suppliers may require that Customer agree to comply with certain obligations as a condition of accessing their information. Customer will comply with such obligations as a condition of RelayHealth providing the Processing Services. Upon Customer's request, RelayHealth will make available to Customer such written materials as such third party may provide to RelayHealth.

4.5 Data Records. At Customer's expense, Customer will maintain all source documents for verification of Transaction data to any payor and be responsible for record keeping, security backup of transactions information and loss of data, unless such services are included herein.

4.6 Re-Submission. Both (a) Transactions rejected by a payor for any reason other than inappropriate format, and (b) Transactions rejected by RelayHealth must be corrected and resubmitted by Customer for processing at Customer's expense.

SECTION 5: GENERAL TERMS

5.1 Confidentiality and Proprietary Rights.

5.1.1 Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those

contained in this Section 5.1, or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

5.1.2 Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 5.1 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

5.1.3 Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 5.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 5.1.3 will limit any other remedy available to either party.

5.1.4 Retained Rights. Customer's rights in the Products and Services will be limited to those expressly granted in this Agreement. RelayHealth and its suppliers reserve all intellectual property rights not expressly granted to Customer. All changes, modifications, improvements or new modules made or developed with regard to the Products or Services, whether or not (a) made or developed at Customer's request, (b) made or developed in cooperation with Customer, or (c) made or developed by Customer, will be solely owned by RelayHealth or its suppliers. Customer acknowledges that the Products contain trade secrets of RelayHealth, and Customer agrees not to take any step to derive a source code equivalent of the software (e.g., disassemble, decompile, or reverse engineer the Software) or to permit any third party to do so. RelayHealth retains title to all material, originated or prepared for the Customer under this Agreement.

Customer is granted a license to use such materials in accordance with this Agreement.

5.2 Intellectual Property Infringement.

5.2.1 Duty to Defend. RelayHealth will defend, indemnify, and hold Customer harmless from any action or other proceeding brought against Customer to the extent that it is based on a claim that (a) the use of Processing Services (other than Third Party Software) delivered under this Agreement infringes any U.S. copyright or U.S. patent or (b) the Processing Services (other than Third Party Software) incorporates any misappropriated trade secrets. RelayHealth will pay costs and damages finally awarded against Customer as a result thereof; provided, that Customer (i) notifies RelayHealth of the claim within ten business days, (ii) provides RelayHealth with all reasonably requested cooperation, information and assistance, and (iii) gives RelayHealth sole authority to defend and settle the claim.

5.2.2 Exclusions. RelayHealth will have no obligations under Section 5.2.1 with respect to claims arising from: (a) Processing Services modifications that were not performed by RelayHealth or authorized by RelayHealth in writing, (b) custom interfaces, file conversions, or other programming for which RelayHealth does not exclusively develop the specifications or instructions, (c) use of any Processing Services in combination with products or services not provided by RelayHealth, if use of the Processing Services alone would not result in liability under Section 5.2.1, or (d) any use of the Processing Services not authorized by this Agreement or the Documentation.

5.2.3 Infringement Remedies. If a claim of infringement or misappropriation for which Customer is entitled to be indemnified under Section 5.2.1 arises, then RelayHealth may, at its sole option and expense: (a) obtain for Customer the right to continue using such Processing Services, (b) replace or modify such Processing Services to avoid such a claim, provided that the replaced or modified Processing Services is substantially equivalent in function to the affected Processing Services, or (c) take possession of the affected Processing Services and terminate Customer's rights and RelayHealth's obligations under this Agreement with respect to such Processing Services.

5.2.4 Exclusive Remedy. THE FOREGOING ARE RELAYHEALTH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

5.3 Limitation of Liability.

5.3.1 Total Damages. RELAYHEALTH'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CUSTOMER TO RELAYHEALTH UNDER THE AGREEMENT FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, AS APPLICABLE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE.

5.3.2 Exclusion of Damages. IN NO EVENT WILL RELAYHEALTH BE LIABLE TO CUSTOMER UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT RELAYHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3.3 Processing Services Liability Limitation. DUE TO THE NATURE OF THE PROCESSING SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) IN NO EVENT WILL RELAYHEALTH BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ARISING FROM THE INACCURACY, INVALIDITY, INCOMPLETENESS, ERROR, OMISSION, MISDELIVERY, OR OTHER FAULT OF CUSTOMER, ANY PAYOR, OR ANY THIRD PARTY AND RELATING TO ANY INFORMATION OR TRANSACTION PROVIDED TO OR PROCESSED BY RELAYHEALTH, AND (B) IN NO EVENT WILL RELAYHEALTH BE LIABLE FOR ANY CLAIM, LOSS CORRECTION, DAMAGE OR EXPENSE CAUSED BY RELAYHEALTH'S PERFORMANCE OF THE PROCESSING SERVICES OR FAILURE TO PERFORM SUCH PROCESSING SERVICES WHICH IS NOT REPORTED WITHIN 12 MONTHS OF SUCH PERFORMANCE OR FAILURE TO PERFORM.

5.3.4 Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE

FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS Agreement.

5.3.5 Internet Disclaimer. CERTAIN PRODUCTS AND SERVICES PROVIDED BY RELAYHEALTH UTILIZE THE INTERNET. RELAYHEALTH DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. RELAYHEALTH DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM RELAYHEALTH'S OR CUSTOMER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, RELAYHEALTH DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

5.4 Term and Termination.

5.4.1 Term. The term for this Agreement is set forth on the signature page.

5.4.2 Suspension/Termination of Processing Services for Non-Payment. If Customer fails to pay any fees or other charges when due hereunder for a period of seven days after RelayHealth's written notice to Customer of such failure, then RelayHealth may take any or all of the following actions at RelayHealth's sole discretion: (a) immediately terminate this Agreement, (b) withhold services under any other contract between Customer and RelayHealth until that non-payment is cured, and (c) upon termination of this Agreement pursuant to this Section 5.4.2, refrain from providing any transition assistance to Customer and accelerate any remaining payments due hereunder for the remainder of the Term, which amounts will become immediately due and payable by Customer.

5.4.3 Termination. A party may terminate the Agreement immediately upon notice to the other party if the other party: (a) materially breaches the Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable

efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches the Agreement in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business.

5.4.4 Orderly Transition. Except in the event of termination relating to Customer's material breach or infringement of RelayHealth's intellectual property rights, for a period of up to six months following termination or expiration of the Agreement: (a) each Product license will continue, together with Customer's obligation to pay fees, (b) RelayHealth will cooperate with Customer in an orderly transition, and (c) Customer will pay RelayHealth fees for any Processing Services that RelayHealth performs for Customer during such period at the Prevailing Rate(s). Except as expressly set forth in this Section, RelayHealth is relieved of its obligation to provide Processing Services to Customer immediately upon termination of this Agreement.

5.4.5 Obligations upon Termination or Expiration. At the end of any transition period under Section 5.4.4, or the termination or expiration of this Agreement if no transition period applies, Customer will promptly cease using the Processing Services.

5.4.6 Survival of Provisions. Those provisions of this Agreement that, by their nature, are intended to survive termination or expiration of this Agreement will remain in full force and effect, including, without limitation, the following Sections of this Agreement: 3 (Payment), 5.1 (Confidentiality and Proprietary Rights), 5.2 (Intellectual Property Infringement), 5.3 (Limitation of Liability), 5.4.4 (Orderly Transition), 5.4.5 (Obligations upon Termination), 5.4.6 (Survival of Provisions), 5.5 (Books and Records), 5.7 (Discount Reporting) and 5.8 - 5.20 (Governing Law – Entire Agreement).

5.5 Books and Records. The parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of the costs of Processing Services rendered hereunder to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(v)(1)(1).

5.6 Business Associate. The parties agree to the obligations set forth on Exhibit D.

5.7 Discount Reporting. This Agreement may contain a discount that Customer is required to report in its cost reports or another appropriate manner under applicable federal and state anti-kickback laws, including 42 U.S.C. Sec. 1320a-7b(b)(3)(A) and the regulations found at 42 C.F.R. Sec. 1001.952(h). Customer will be responsible for reporting, disclosing and maintaining appropriate records with respect to the discount and making those records available under Medicare, Medicaid or other applicable government health care programs.

5.8 Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Georgia, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Each party agrees that exclusive venue for all actions, relating in any manner to this Agreement will be in a federal or state court of competent jurisdiction located in Fulton County, Georgia. Any action relating to this Agreement, other than collection of outstanding payments, must be commenced within one year after the date upon which the cause of action accrued.

5.9 Assignment and Subcontracts. Customer will not assign this Agreement without the prior written consent of RelayHealth, which will not be unreasonably withheld. RelayHealth may, upon notice to Customer, assign this Agreement to any affiliate or to any entity resulting from the transfer of all or substantially all of RelayHealth's assets or capital stock or from any other corporate reorganization. RelayHealth may subcontract its obligations under this Agreement.

5.10 Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

5.11 Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.

5.12 Waiver. Failure to exercise or enforce any right under this Agreement will not act as a waiver of such right.

5.13 Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused by a Force Majeure Event, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this Agreement.

5.14 Amendment. This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties

5.15 No Third Party Beneficiaries. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Customer and RelayHealth.

5.16 Relationship of Parties. Each party is an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

5.17 Non-solicitation of Employees. Neither party will directly or indirectly solicit for employment any employee of the other party during the Term and for a period of one year thereafter without the written consent of the other party. This prohibition will not apply if an

employee answers a party's notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment.

5.18 Publicity. The parties may publicly announce that they have entered into this Agreement and describe their relationship in general terms, excluding financial terms. Neither party will make any other public announcement or press release regarding this Agreement or any activities performed hereunder without the prior written consent of the other party.

5.19 Construction of Agreement. This Agreement will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this Agreement, "will" means "shall," and "include" means "includes without limitation." The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and one and the same instrument.

5.20 Entire Agreement. This Agreement, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Terms and conditions on or attached to Customer purchase orders will be of no force or effect, even if acknowledged or accepted by RelayHealth.

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

SECTION 1: DEFINITIONS

For purposes of this BAA, the terms below will have the following meanings:

“Designated Record Set” means a group of records maintained by or for Customer that are the medical records and/or billing records of individual patients or are otherwise used by Customer to make decisions about individual patients. The term **“Designated Record Set”** will not include any information in the possession of RelayHealth that is the same as information in the possession of Customer (information will be considered the same information even if the information is held in a different format, medium or presentation or if it has been standardized).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and accompanying regulations.

“HIPAA Privacy Rule” means those regulations relating to the privacy of PHI at 45 C.F.R. parts 160 and 164, as may be amended from time to time.

2.1.4

“HIPAA Security Rule” means those regulations relating to the security of electronic PHI at 45 C.F.R. parts 160, 162, and 164, as may be amended from time to time.

“PHI” means protected health information transmitted or maintained in any form or medium, including demographic information collected from an individual, that: (a) is created or received by a health care provider, health plan, employer or health care clearinghouse, and (b) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (i) identifies the individual or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The meaning of **“PHI”** in this BAA will be consistent with the meaning given to that term in the HIPAA Privacy Rule and is limited to the information created or received by RelayHealth from or on behalf of Customer.

“Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. The term does not include trivial incidents that occur on a daily basis, such as

scams, “pings,” or unsuccessful attempts to penetrate computer networks or servers maintained by RelayHealth.

All capitalized terms used herein that are not otherwise defined have the meaning described in the HIPAA Privacy Rule. If the HIPAA Privacy Rule changes the meaning of any term defined herein, then this BAA will be modified automatically to correspond to the meaning given in such rule.

SECTION 2: USE AND DISCLOSURE OF PHI

2.1 RelayHealth will not use or disclose PHI except:

2.1.1 As reasonably necessary to provide the services in the Agreement,

2.1.2 As otherwise permitted or required by this BAA,

2.1.3 As permitted or required by law,

2.1.4 For the proper management and administration of RelayHealth’s business and to disclose PHI in connection with such management and administration, provided RelayHealth obtains reasonable assurances from the recipient that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and RelayHealth requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached, and

2.1.5 To (a) de-identify PHI in accordance with 45 C.F.R. 164.514(b) or (b) perform Data Aggregation, both for statistical compilations, reports, research and all other purposes allowed under applicable law.

Without limiting the generality of the foregoing, RelayHealth reserves the right at its sole discretion to disclose an individual’s PHI in response to and in accordance with a valid authorization executed by such individual that meets the requirements set forth in the HIPAA Privacy Rule.

SECTION 3: SAFEGUARDS AGAINST MISUSE OF PHI

RelayHealth will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the BAA.

SECTION 4: SAFEGUARDS RELATED TO THE INTEGRITY OF ELECTRONIC PHI

RelayHealth will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Customer.

SECTION 5: REPORTING

RelayHealth will report to Customer any use or disclosure of PHI not provided for by this BAA of which it becomes aware. RelayHealth will report to Customer any Security Incident with respect to electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule.

SECTION 6: AGREEMENTS WITH AGENTS OR SUBCONTRACTORS

RelayHealth will require its agents and subcontractors who have access to PHI received from RelayHealth to agree, in writing, to the restrictions and conditions on the use and disclosure of PHI that apply to RelayHealth pursuant to Sections 2-5 of this BAA.

SECTION 7: ACCOUNTING OF DISCLOSURES OF PHI

RelayHealth will provide to Customer such information in RelayHealth's possession as is reasonably requested by Customer and necessary to enable Customer to respond to a request by an individual for an accounting of the disclosure of the individual's PHI in accordance with the HIPAA Privacy Rule at 45 C.F.R. §164.528.

SECTION 8: COOPERATION

To the extent practicable, RelayHealth will cooperate with Customer's efforts to mitigate a harmful effect that is known to RelayHealth, of a use or disclosure of PHI not provided for in this BAA.

SECTION 9: DESIGNATED RECORD SET INFORMATION - ACCESS AND AMENDMENT

Unless otherwise explicitly stated in the Agreement, the parties do not intend for RelayHealth to maintain any PHI in a Designated Record Set for Customer. If

RelayHealth maintains any PHI in a Designated Record Set, then RelayHealth will (a) provide to Customer such PHI in a timely manner upon written request to allow Customer to comply with access provisions at 45 C.F.R. §164.524, and (b) make amendments to such PHI to allow Customer to comply with 45 C.F.R. §164.526 of the HIPAA Privacy Rule.

SECTION 10: LEGAL OBLIGATION TO DISCLOSE INFORMATION

If RelayHealth believes it has a legal obligation to disclose any PHI, then it will notify Customer as soon as reasonably practicable after it learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that Customer's rights would not be prejudiced as to the legal requirement pursuant to which RelayHealth believes the PHI must be released. If Customer objects to the release of such PHI, then RelayHealth will allow Customer to exercise any legal rights or remedies RelayHealth might have to object to the release of the PHI, and RelayHealth agrees to provide such assistance to Customer, at Customer's expense, as Customer may reasonably request in connection therewith.

SECTION 11: RESPONSIBILITIES OF CUSTOMER

Customer will obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing RelayHealth with PHI. Customer will timely notify RelayHealth, in writing, of any arrangements between Customer and the individual that is the subject of PHI that may impact in any manner the use or disclosure of that PHI by RelayHealth under this BAA.

SECTION 12: EFFECT OF CHANGES OF HIPAA PRIVACY RULE OR HIPAA SECURITY RULE ON RESPONSIBILITIES OF PARTIES

If any relevant provision of the HIPAA Privacy or HIPAA Security Rule is materially amended in a manner that changes the obligations of Business Associates or Covered Entities that are embodied in term(s) of this BAA, then the parties agree to negotiate in good faith appropriate non-financial terms or amendment(s) to this BAA to give effect to such revised obligations. In addition, the terms of this BAA will be construed in light of any interpretation or guidance on HIPAA issued by the United States Department of Health & Human Services from time to time.

SECITON 13: TERMINATION

13.1 Termination by Customer. Customer may terminate the Agreement if RelayHealth materially breaches this BAA and fails to cure such breach within 30 business days after Customer provides RelayHealth with prompt written notice of such material breach.

13.2 Return of PHI. Upon the expiration or termination for any reason of the Agreement that requires the use of PHI by RelayHealth, RelayHealth will promptly return to Customer, or at Customer's sole option, destroy any PHI in its possession or control and will retain no copies of such PHI. Unless otherwise expressly agreed to in writing, any right or license which RelayHealth has to use the PHI will terminate immediately upon such expiration or termination of the Agreement. If the destruction or return of the PHI is not reasonably feasible, the protections contained in this BAA will continue to apply to any retained PHI, and

any further use or disclosure of the PHI by RelayHealth is limited solely to those purposes that made the return or destruction of such PHI infeasible.

SECTION 14: EFFECT OF BAA

In the event of any inconsistency between the provisions of this BAA and the Agreement, the provisions of the BAA will control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of either the HIPAA Privacy Rule or HIPAA Security Rule, as amended, or their interpretation by any court or regulatory agency with authority over RelayHealth or Customer, such interpretation will control. Where provisions of the BAA are different from those mandated in either the HIPAA Privacy Rule or HIPAA Security Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of the BAA will control.

EXHIBIT E

AUTOMATED PAYMENT AUTHORIZATION

(Select One Option)

Option 1: Authorization Agreement for Automated Clearing House Debits

Customer Name:	
Billing Address:	

Customer hereby authorizes RelayHealth to initiate debit entries to the checking account indicated below and the depository named below (“Depository”) to debit the same to such account. Customer agrees to provide at all times current and accurate ACH information. Customer shall provide replacement information, in writing, within 30 days of change directly to RelayHealth Pharmacy Billing Department (McKesson Pharmacy Billing Department; Attention: Accounts Receivable; 1564 N.E. Expressway, Atlanta, GA 30329).

Depository Name:		Transit/ABA Number:	
Branch:		Bank Account Number:	
City, State, Zip:			

This authority is to remain in full force and effect until RelayHealth and Depository has received written notification from me of termination of this authorization in such time and in such manner as to afford RelayHealth and Depository a reasonable opportunity to act on it. I have the right to stop payment of a debit entry by written notification to RelayHealth and Depository, and provision of acceptable replacement payment information, at such time as to afford RelayHealth and Depository a reasonable opportunity to act on it prior to charging my account. After the account has been charged, I have the right to have the amount of the erroneous debit immediately credited to my account by Depository provided I send written notice of such debit entry in error to RelayHealth and Depository within 15 days following the issuance of the account statement or 45 days after posting, whichever occurs first. This agreement is subject to all terms and conditions shown above.

Signature:		Title:	
Print Name:		Date:	

Option 2: Credit Card Authorization

Customer hereby authorizes RelayHealth to initiate charges to the credit card account indicated below. Customer agrees to provide at all times current and accurate credit card information. Customer shall provide replacement information, in writing, within 30 days of change directly to McKesson Pharmacy Billing Department (McKesson Pharmacy Billing Department; Attention: Accounts Receivable; 1564 N.E. Expressway, Atlanta, GA 30329).

Customer Name:		Type of Account:	<input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Other:
Address:		Account Number:	
Cardholder Name:		Expiration Date:	
Billing Address:			

This authority is to remain in full force and effect until RelayHealth has received written notification from me of termination of this authorization in such time and in such manner as to afford RelayHealth a reasonable opportunity to act on it. I have the right to stop payment of a credit card charge by written notification to RelayHealth, and provision of acceptable replacement payment information, at such time as to afford RelayHealth a reasonable opportunity to act on it prior to charging my credit card account. This agreement is subject to all terms and conditions shown above. I agree to pay the above total according to the terms and conditions of the card issue agreement.

Signature:		Title:	
Print Name:		Date:	