

**CHANGE HEALTHCARE PROVIDER COMPLETE  
CUSTOMER AGREEMENT  
GENERAL TERMS AND CONDITIONS**

THIS CHANGE HEALTHCARE PROVIDER COMPLETE CUSTOMER AGREEMENT (this “**Agreement**”) by and between Change Healthcare Solutions, LLC (“**Company**”) and \_\_\_\_\_ (“**Customer**”) consists of the terms and conditions set forth below (the “**General Terms and Conditions**”) and those set forth in the applicable Schedules hereto. For adequate consideration, the receipt of which is hereby acknowledged, each of Company and Customer, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions.** For all purposes of this Agreement, the following terms shall have the following meanings:

1.1 “**Affiliate**” shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls either party to this Agreement or any of its subsidiaries.

1.2 “**Effective Date**” shall mean the date this document is signed by Company.

1.3 “**IP**” shall mean the Software, Services and Materials provided hereunder.

1.4 “**Materials**” shall mean all specifications and written materials (including but not limited to any and all training materials, designs and design documents, information manuals, and all other documentation) provided to Customer by Company with respect to the Services provided hereunder.

1.5 “**Payers**” shall mean those entities that receive Transactions submitted by Customer through the Services, as identified from time to time by Company.

1.6 “**Services**” shall mean the eligibility verification, claims management and other services performed by Company or one of its Affiliates from time to time for Customer.

1.7 “**Software**” shall mean those computer software programs (whether in source or object code form) to be provided by Company hereunder for the purpose of facilitating the Services, if applicable.

1.8 “**Transactions**” shall mean batch and real-time healthcare transactions submitted by Customer to Company for transmission to a Payer, whether or not a Payer accepts or favorably adjudicates such transactions.

2. **Right to Use the Services.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive and non-transferable license for the term of this Agreement to use the specified Services, including the machine readable object code version of the Software, if applicable, only at the Customer owned or controlled facilities for the internal use of Customer for the processing of patient information and development of data with respect to Payers. This license grant to Customer also includes the right to use the Materials at the Facilities solely to assist Customer in its use of the Services. No rights are granted to the IP except as explicitly set forth in this Agreement. Customer shall not remove any of Company’s copyright, trademark, or other confidentiality notices from the Software or Materials.

3. **Maintenance and Support.** Company shall provide reasonable training as well as ongoing technical support through its online web support portal (ON24/7) with respect to the Services, and shall provide the ability to request a call back from the Company’s technical support facility. Company shall be the sole source of maintenance and/or support services for the Services. Customer shall be responsible for the day-to-day operation of the Software, if applicable, and acquiring, operating, and maintaining in good working order the computer hardware, software, and peripheral equipment used in conjunction with and/or necessary for the operation of the Software and/or the Services. Company shall have no responsibility for any costs incurred in connection with modifications or enhancements to Customer’s system necessary for implementing Customer’s interface with the Services or in connection with Customer’s use of the Services, unless otherwise expressly set forth in a Schedule hereto. Company may from time to time in its sole discretion, without liability to Customer, revise, modify, update or replace any Services in whole or in part, provided the Services are not adversely affected in any material manner and Company notifies Customer of any such event with reasonable promptness after determining that such event will occur. Company shall furnish Customer with appropriate Materials in connection therewith in a manner reasonably calculated to allow implementation and testing by Customer before the effective date of such event.

4. **Fees.**

4.1 Customer agrees to pay Company for the Services and any other monies due Company pursuant to this Agreement in accordance with the pricing for each Service set forth on any applicable Schedule A hereto. One-time fees, if applicable, are due and payable upon execution of this Agreement. Customer will be billed for monthly fees commencing on the earlier of completion of implementation or one hundred-eighty (180) days following execution of this Agreement. Payment is due within thirty (30) days after receipt of invoice. Company reserves the right to suspend use of the Services if undisputed past due invoices are not remedied within ten (10) days following oral or written notice by Company, and all costs of collection, including reasonable attorneys’ fees, shall be paid by Customer. Except as provided otherwise on any fee schedule, the fees, charges and financial terms of this Agreement shall be unchanged for the first year of this Agreement, and are subject to increase or modification by Company thereafter no more than once each calendar year during the term of this Agreement upon no less than thirty (30) days prior notice; provided, however, that any such price increase shall not exceed the percentage increase during the previous calendar year in the Consumer Price Index for Urban Consumers, U.S. City Average, For All Items (1982-1984 = 100), as published by the Bureau of Labor Statistics of The United States Department of Labor. Notwithstanding anything else to the contrary herein, the fees set forth in Schedule A may be increased to adjust for the amount of any single-piece rate or presort rate increases by the United States Postal Service (USPS) from time to time, effective as of the date the USPS postage rate change is placed into effect. Any such increase shall be reflected in Company’s monthly invoice to Customer.

4.2 Notwithstanding the foregoing, Company shall be entitled at any time without prior notice to pass through any access fees and/or increase in communications tariffs related to the Services, including, without limitation, government-imposed access fees, fees resulting from changes in regulation or statute, any third party-imposed access fees, or any other fees assessed against Company and outside of Company’s reasonable control. Company shall make available to Customer upon request documentation relating to such pass-through fees in connection with the Services.

4.3 Customer shall be responsible for any taxes or charges however called, including but not limited to any registration fees, assessments, sales, use, personal property, ad valorem, stamp, documentary, excise, telecommunication and other taxes (excluding any taxes imposed on Company’s income) imposed by any federal, state or local government or regulatory authority with respect to the performance of the Services or delivery of the Materials by Company pursuant to this Agreement, whether such is imposed now or later by the applicable authority, even if such imposition occurs after the receipt or use by Customer of the applicable IP, the invoicing by Company for the applicable IP, or the termination of this Agreement. If Customer is tax-exempt, Customer must submit with this Agreement evidence of its tax-exempt status.

4.4 Customer acknowledges that Customer has not relied on the future availability of any programs, services, functionality, features or updates in entering into the payment obligations in this Agreement.

5. **Customer Obligations.**

5.1 Customer agrees to transmit Transactions through the Services, if applicable, only in accordance with the requirements, procedures, data element standards, formats, codes, protocols and edits set forth in the then applicable companion guides and Materials.

5.2 Customer shall promptly report to Company any performance problems related to the Services, including a description of the circumstances surrounding their occurrence.

5.3 Customer shall execute any and all applicable documents and comply with any and all applicable procedures, rules and regulations which Company, the applicable Payer, or applicable law may require for transmission by Company of Transactions to such Payer's system, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by the Services, MasterCard, VISA, the settlement bank, and insurance carriers, each as amended from time to time. Customer also shall adhere to such rules and regulations as are required by governmental agencies having jurisdiction, including the Department of Health and Human Services ("HHS"). Customer shall provide all supporting documents requested by Company necessary to comply with said rules and regulations. In furtherance thereof, if submitting eligibility Transactions to State Medicaid programs, Customer hereby agrees to the following: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where Medicaid payment for medical services has been requested by authorized parties or where otherwise permitted by federal or state statute or regulation; (b) verification of eligibility under the system is not a guarantee of payment, and the records as to the recipient's eligibility status shall be the final authority; (c) Customer indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Customer or any recipient who is aggrieved by the actions of Customer hereunder; (d) Customer is an approved Medicaid provider in each State to which it submits eligibility Transactions, and has supplied its correct Provider Identification Number for each such State on the signatory page hereto; and (e) Customer agrees to abide by the Federal and State regulations regarding confidentiality of information.

5.4 Customer hereby appoints Company as its attorney-in-fact for the limited purpose of using the information Customer provides to submit electronic Transactions and/or sign hard copy (paper) Transactions on Customer's behalf to third-party Payers or processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits, where Customer's signature is required for Transaction processing. Customer acknowledges that Company is not responsible for the content or adjudication of any insurance claim, and Customer retains all liability on such claims and agrees to indemnify and hold Company harmless on account of all such claims, including the reconciliation or adjustment of any claim.

5.5 Customer shall only submit Transactions to the Services on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission, and a true copy of such authorization shall be furnished to Company upon request. Customer shall maintain each claim, if applicable, for a period of seventy-two (72) months in such manner as to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier.

5.6 Customer shall retain records relative to Customer's use of the Services in accordance with sound business practices, and Company may request access during normal business hours upon reasonable advance notice to such records as are reasonably necessary to examine Customer's compliance with its obligations hereunder.

#### **6. Proprietary Rights and Confidentiality**

6.1 Customer acknowledges and agrees that the IP and all intellectual property rights (including, without limitation, trademark, copyright, patent, trade secrets and confidential information rights) derived from the Software, Materials or the performance of the Services, and all derivative works of the IP (including, without limitation, data compilations, abstracts, aggregations and statistical summaries), and all information regarding the foregoing (including but not limited to technology and know-how information) and all copies of the foregoing, regardless of by whom prepared, are the confidential property and trade secrets of Company and "**Confidential Information**" of Company subject to Section 6.2 of this Agreement, whether or not any portion thereof is or may be validly trademarked, copyrighted or patented. All proprietary rights in and to the foregoing shall remain vested in Company or its licensor, except for the limited license rights granted Customer pursuant to this Agreement. Customer will make no attempt to ascertain the circuit diagrams, source code, schematics, logic diagrams, components, operation of, or otherwise attempt to decompile or reverse engineer, or copy, modify, transfer or prepare any derivative works from, the IP, except as specifically authorized by Company in writing or as otherwise provided herein. Customer shall reasonably cooperate with Company in any claim or litigation against third parties that Company may determine to be appropriate to enforce its property rights respecting the IP. The breach or threatened breach by Customer of any provision of this Article 6 will subject Customer, at Company's option, to the immediate termination of all Customer's rights hereunder, and Company shall be entitled to seek an injunction restraining such breach without limiting Company's other remedies for such breach or threatened breach, including recovery of damages from Customer.

6.2 Each party shall retain in confidence and not disclose to any other person, except in confidence and in accordance with this Section 6.2, any of the terms of this Agreement, and any and all confidential or proprietary information and materials of the other party. All of the foregoing are hereinafter referred to as "**Confidential Information**"; provided, however, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the recipient, (b) was in the recipient's possession and not known to be the Confidential Information of the other party prior to its disclosure to the recipient by the other party, (c) was independently developed by the recipient, or (d) was disclosed by another entity without restriction and where neither party is aware of any violation of the confidential information rights of the other party. Confidential Information of the other party shall not be disclosed, in whole or in part, to any person other than in confidence to one for whom such knowledge is reasonably necessary for purposes of this Agreement, and then only to the degree such disclosure is so necessary, and only if the recipient has agreed in writing to maintain the confidentiality of such information. Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care with which it protects its own most sensitive confidential information, but in any event, no less than reasonable care.

6.3 If a party is required by judicial, administrative or other governmental order to disclose any Confidential Information of the other party, it shall promptly notify the other party prior to making any such legally required disclosure and provide reasonable cooperation in order to allow such party to seek a protective order or other appropriate remedy prior to complying with such order.

6.4 All media releases, public announcements or other public disclosures by either party or its employees or agents relating to this Agreement or its subject matter, including without limitation, promotional or marketing materials, shall be coordinated with and approved by the other party prior to release, but this restriction shall not apply to any disclosure solely for internal distribution by either party or any disclosure required by legal, accounting or regulatory requirements.

6.5 The parties acknowledge and agree that the proper use and disclosure of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, in connection with the performance of the Services hereunder shall be governed by the Business Associate Agreement attached hereto as Schedule B.

7. **Representations and Warranties**. Company represents and warrants that the Services provided hereunder shall be provided (i) without material defect and (ii) in a professional and workmanlike manner. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, Company's sole responsibility shall be to use commercially reasonable efforts to correct such flaw in a timely manner. This warranty does not apply to (i) any media or documentation which has been subjected to damage or abuse; (ii) any claim resulting in whole or in part from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable Service; (iii) any claim resulting from problems in the interaction of the Software and/or the Services with non-Company software or equipment; (iv) any claim resulting from a breach by Customer of any of its obligations hereunder; or (v) errors or defects caused by Customer, its agents, contractors, employees or any third party not controlled by Company.

#### **8. Limitations of Liability**

8.1 COMPANY'S REPRESENTATIONS AND WARRANTIES ARE THOSE SET FORTH IN ARTICLE 7 OF THIS AGREEMENT. COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. COMPANY DOES NOT GUARANTEE THE PAYMENT OR THE TIMING OF PAYMENT OF ANY CLAIMS SUBMITTED THROUGH THE SERVICES. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYER OF HEALTH

CARE SERVICES AND/OR SUPPLIER TO WHICH THE CUSTOMER IS SUBMITTING. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT AND WITH RESPECT TO THE IP FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE PRICE PAID BY CUSTOMER TO COMPANY FOR THE PARTICULAR IP INVOLVED DURING THE ONE YEAR PRECEDING CUSTOMER'S CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

8.2 In the event that any information to be transmitted through the Services is not transmitted by Company or is not accurately transmitted as a result of Company's failure to perform the Services in accordance with the terms of this Agreement, and such results in damage to Customer, then Company's sole obligation and liability to Customer for such event (subject to reasonable mitigation by Customer and the limitation of liability set forth in Section 8.1), shall be limited to furnishing credits on subsequent invoices from Company to Customer in an amount equal to Customer's actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses that Customer can demonstrate it has sustained and that are directly attributable to such failure. Customer further agrees that Company shall not be liable in any way for any inaccuracy resulting from errors or omissions or the negligent or other wrongful acts of any employee or agent of Customer or its Affiliates. Any claim against Company by Customer must be asserted in writing within ninety (90) days after Company should have transmitted accurate information received from Customer or the transmission of inaccurate information on which the claim is based, as applicable. Customer hereby agrees to promptly supply to Company documentation reasonably requested by Company to support any claim of Customer. THIS SECTION STATES THE ENTIRE LIABILITY OF COMPANY WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY COMPANY.

8.3 Company agrees to indemnify, defend and hold Customer harmless from and against any loss, claim, judgment, liability, damage, action or cause of action, including reasonable attorneys' fees and court costs, directly resulting from a third party claim that Customer's proper use of the IP infringes or misappropriates the intellectual property rights of a third party; provided, however, that Company shall have no obligation to indemnify, defend or hold Customer harmless with respect to such third party claims unless Customer promptly notifies Company in writing of the claim, allows Company to exclusively control the defense of such claim, and cooperates with Company in the defense of the claim or in any related settlement negotiations. Such indemnity shall not apply to any claim arising out of (a) the combination, operation or use of the IP with any product, data or apparatus not furnished by or on behalf of Company or not specified by Company in writing, (b) Customer's modification of the IP, (c) use of the IP in a manner that conflicts with the prescribed uses in the applicable Materials, (d) use of the IP other than in accordance with this Agreement, or (e) use of other than a current release of any Software. If an infringement claim has been brought, or Company believes such an infringement claim is reasonably likely, Company may, at its sole option and expense, (i) use commercially reasonable efforts to procure the right to continue using the infringing IP; (ii) replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's right to use the infringing IP and refund to Customer all amounts paid by Customer for the applicable IP during the one year preceding Company's refund, and if the infringing IP is the only IP contracted for hereunder, terminate this Agreement. THIS SECTION 8.3 STATES COMPANY'S ENTIRE LIABILITY TO CUSTOMER WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS APPEARING IN SECTION 8.1 ABOVE.

8.4 Company shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a Payer and Customer, for any liability for the acts of a Payer and/or Customer that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond Company's transmission of data.

8.5 Any claim or cause of action arising out of, based on, or relating to this Agreement not presented by Customer within one (1) year from the discovery of the claim or cause of action shall be deemed waived. Customer shall use commercially reasonable efforts to mitigate damages for which Company may become responsible under this Agreement.

8.6 Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

## **9. Term and Rights Upon Termination.**

9.1 The initial term of this Agreement shall commence on the Effective Date and shall continue until either party provides thirty (30) days notice to the other party of its intent to terminate this Agreement.

9.2 Either party shall have the right to terminate this Agreement upon notice that the other party has committed a material breach of its obligations under this Agreement and has failed to cure such breach within thirty (30) days of receipt of notice of such breach (or, if not reasonably curable within thirty (30) days, has failed to begin and continue to work diligently and in good faith to cure such breach). Furthermore, either party shall have the right to terminate this Agreement effective immediately upon notice in the event that the other party ceases to conduct its business in the ordinary course, becomes legally insolvent, or avails itself of or becomes subject to any proceeding under the bankruptcy laws of any applicable jurisdiction. Company shall have the additional right to terminate: (a) any Service effective upon reasonable advance notice to Customer that Company is no longer offering or providing support for the applicable Service; or (b) the use of the Services for Transactions falling under the jurisdiction of the HHS Secretary, immediately upon notice if such termination is required by the HHS Secretary or his/her designee in the event of fraudulent or questionable billing practices of Customer.

9.3 Upon expiration or termination of this Agreement for any reason, (i) all license rights granted Customer hereunder shall terminate; (ii) Customer shall immediately cease using the IP and Services; (iii) Customer shall promptly return to Company, at Customer's expense, all IP and Materials, related documentation and copies of the foregoing; and (iv) the provisions of Sections 4.3, 8.1, 8.5, 9.3, 10.4, 10.5 and 10.10 and Article 5 shall survive.

## **10. Miscellaneous.**

10.1. The parties shall comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Agreement.

10.2 The parties will act as independent contractors, and this Agreement does not constitute either party as the agent or partner of the other party.

10.3 Each party represents and warrants that, as of the Effective Date, neither it nor its medical staff, partners, officers, directors, or employees are or have been (i) sanctioned for, or convicted of, a criminal offense related to health care or (ii) barred, suspended or terminated from participation in a state or federal health care program. Each party agrees that, should it or its medical staff, partners, officers, directors, or employees become so sanctioned, convicted, barred, suspended or terminated, this Agreement will automatically terminate.

10.4 If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Company shall make available, upon written request by the Secretary of HHS or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided hereunder. Company further

agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a similar requirement for the subcontractor.

10.5 Except as otherwise set forth herein, notices hereunder shall be in writing signed by an authorized representative of the notifying party, and delivered personally or sent by registered or certified mail, charges prepaid, facsimile transmission or overnight courier service to the address noted on the signatory page of this Agreement (or to such other address as the recipient may have previously designated by notice), and will be deemed given when so delivered or four (4) days after the date of mailing, whichever occurs first, or upon electronic confirmation of delivery via facsimile transmission. Notwithstanding the foregoing, notices relating to late payments may be sent by regular mail.

10.6 Neither party shall assign, sell or otherwise transfer this Agreement or any rights hereunder without the express prior written consent of the other party, which consent shall not be unreasonably withheld. An assignment hereunder shall be deemed to include a transfer of control or a majority equity ownership of a party. Notwithstanding the foregoing, either party may assign this Agreement to any Affiliate or a successor entity in a merger, acquisition or other consolidation without requiring the consent of the other party; provided, however, that the non-assigning party may terminate this Agreement in its sole discretion by written notice, if any such Affiliate or successor is a competitor of the non-assigning party, and the non-assigning party does not provide its prior written consent. Any purported assignment in violation of this provision shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10.7 No representations have been made to induce either party to enter into this Agreement, except for the representations explicitly stated in this Agreement. This Agreement supersedes all prior or contemporaneous written or oral agreements or expressions of intent or understanding, and is the entire Agreement, between the parties and/or their Affiliates with respect to its subject matter. In the event of a conflict or inconsistency between the General Terms and Conditions and the terms and conditions of any Schedule hereto, the terms and conditions of the Schedule shall take precedence. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.8 This Agreement cannot be terminated (other than as set forth herein) or changed except pursuant to a writing signed by an authorized officer of each party. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by an authorized officer of the party charged with such waiver, and any such waiver shall be strictly limited to the terms of such writing.

10.9 This Agreement and any amendments hereto may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument. Each party agrees that a signature transmitted to the other party by (i) facsimile transmission or (ii) electronic mail transmission with an attached scanned copy shall be effective to bind the party whose signature was transmitted. The section headings of this Agreement are inserted for reference and convenience purposes only, and do not constitute a part, nor shall affect the meaning or interpretation of, this Agreement.

10.10 This Agreement is governed by the laws of the State of Tennessee both as to interpretation and enforcement, without regard to the conflicts of law principles of that State.

IN WITNESS HEREOF, COMPANY AND CUSTOMER, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS OF THE DATES SET FORTH BELOW.

\_\_\_\_\_  
(CUSTOMER)  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: {{ \_es.:signer:fullname }}  
Title: \_\_\_\_\_  
Date: {{ \_es.:signer:date }}

**Change Healthcare Solutions, LLC**

Address: 3055 Lebanon Pike, Suite 1000  
Nashville, Tennessee 37214  
  
Phone: (615) 932-3000  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Federal Tax ID#:

Medicaid Provider ID#: \_\_\_\_\_

## Schedule A

### Fees for Provider Complete Support

The Change Healthcare Provider Complete solution is for an Open Dental Software, Inc. Practice Management System end user who contracts directly with Company to utilize the Change Healthcare EDI Transaction Services (“Customer”). Through this all payer solution, Customer has the ability to submit claims, receive electronic remittance advice, and process other contracted transactions. Company will invoice Customer, provide enrollment support, and perform initial, first-level support directly with the Customer with respect to Change Healthcare Services. Once implementation and Company’s contract, enrollment, and training are completed, Customer will have access to clearinghouse and payer reporting. This Schedule shall supersede all prior “Schedule A”s associated with this Agreement.

**Lines of Business:**

Institutional (Hospital) Claims                      Number of Providers: \_\_\_\_\_

Professional (Medical) Claims

For purposes of this Agreement, the term “Provider” shall mean an individual physician or other healthcare services provider enrolled to submit Transactions to the Change Healthcare Services pursuant to this Agreement.

Customer shall promptly notify Company if the number of Providers changes.

**Services (select one package below):**

**Change Healthcare Provider Complete PPM Claims: \$34.95 Per Provider Per Month\***  
Includes electronic claims.

\* Plus any payer pass-through fees, if any.

By signing below, the parties agree to all of the terms and conditions set forth above.

\_\_\_\_\_  
CUSTOMER

By: \_\_\_\_\_  
Name:     {{            \_es\_:signer:fullname            }}  
Title:     \_\_\_\_\_  
Date:     {{            \_es\_:signer:date            }}

**Change Healthcare Solutions, LLC**

By: \_\_\_\_\_  
Name:     \_\_\_\_\_  
Title:     \_\_\_\_\_  
Date:     \_\_\_\_\_

# Schedule B

## Business Associate Agreement

For purposes of the Business Associate Agreement (“**BA Agreement**”), “**Business Associate**” shall mean each of the subsidiaries and affiliates of Change Healthcare Operations, LLC, a Delaware limited liability company, who has a relationship with Customer in which such entity creates or receives Protected Health Information (as defined below) for use in providing services or products to Customer.

### 1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. (a) Business Associate provides products and services (which may include transaction services as well as servicing hardware or software products) (“**Services**”) that involve the use and/or disclosure of Protected Health Information. These Services are provided to Customer under the Agreement and possibly other agreements (“**Service Agreements**”) that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses and disclosures of Protected Health Information created or received from or on behalf of Customer necessary to perform its obligations under the Service Agreements.

(b) Business Associate may perform Data Aggregation services for the Health Care Operations of Customer.

1.2. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

(a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate, provided that (i) the disclosures are Required by Law; or (ii) any third party to which Business Associate discloses Protected Health Information for those purposes provides reasonable assurances that the information 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 third party, and the third party promptly will notify Business Associates of any instances of which it becomes aware in which the confidentiality of the information has been breached; and

(b) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b). Customer acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for any lawful purpose.

### 2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. Business Associate agrees to:

(a) not use or further disclose the Protected Health Information other than as permitted or required by the BA Agreement or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Customer’s obligations under the Privacy Regulation, Business Associate will comply with the requirements of the Privacy Regulation that apply to Customer in the performance of those obligations

(b) report to the Customer any use and/or disclosure of the Protected Health Information of which Business Associate becomes aware that is not permitted or required by this BA Agreement, including but not limited to any breach of unsecured Protected Health Information as required by 45 C.F.R. § 164.410;

(c) report to Customer any Security Incident of which it becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C);

(d) implement and use appropriate administrative, physical, and technical safeguards and, as of September 23, 2013, comply with applicable Security Regulation requirements with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this BA Agreement;

(e) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit Protected Health Information on behalf of Business Associates agree to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate, including complying with the applicable Security Regulation requirements with respect to electronic Protected Health Information;

(f) make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Customer’s compliance with the Privacy Regulation;

(g) document, and, within thirty (30) days of receiving a written request from Customer, make available to Customer such information necessary for Customer to make an accounting of disclosures of an individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c);

(h) within fifteen (15) days of receiving a written request from Customer, make available Protected Health Information, in accordance with 45 C.F.R § 164.524, as necessary for Customer to respond to individuals’ requests for access to

Protected Health Information about them, including, as of September 23, 2013, providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set;

(i) within thirty (30) days of receiving a written request from Customer, incorporate any amendments or corrections to the Protected Health Information in accordance with 45 C.F.R. § 164.526, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set.

(j) limits its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set when practical, and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

## 2.2. Responsibilities of the Customer.

(a) With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Customer agrees: (i) to obtain any consent, authorization or permission that may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual; and (ii) that it will not furnish Business Associate Protected Health Information that is subject to any arrangements permitted or required of the Covered Entity, including but not limited to, arrangements agreed to by Customer under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this BA Agreement and the Service Agreement(s).

(b) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this BA Agreement.

## 3. **TERM AND TERMINATION**

3.1. Term. Unless otherwise specified in this BA Agreement, each term and condition of this BA Agreement shall become effective on the date this Agreement is executed by Company. This BA Agreement shall continue in effect unless terminated as provided in this Section 3, provided, that certain provisions and requirements of this BA Agreement shall survive the expiration or termination of this Agreement in accordance with Section 4.4 herein.

3.2. Termination. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BA Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may terminate this BA Agreement and any related Service Agreement(s) to the extent that the Service Agreement(s) requires Business Associate to create receive, maintain or transmit Protected Health Information.

3.3. Automatic Termination. This BA Agreement will automatically terminate with respect to any Business Associate without any further action of the Parties upon the termination or expiration of all Service Agreement(s) between Customer and such Business Associate.

3.4. Effect of Termination. Within sixty (60) days after the termination of this BA Agreement with respect to any one or more Business Associates, such Business Associate(s) agrees to return or destroy all Protected Health Information, including such information in possession of such Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, such Business Associate(s) will extend any and all protections, limitations and restrictions contained in this BA Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

## 4. **MISCELLANEOUS**

4.1. Entire Agreement. This BA Agreement, together with the applicable Service Agreement, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral memoranda, negotiations, arrangements, contracts or understandings of any nature or kind between the Parties with respect to the subject matter hereof.

4.2. Change of Law. Customer shall notify Business Associate within ninety (90) days of any amendment to any provision of HIPAA, its implementing regulations set forth at 45 C.F.R. parts 160 through 164 or other applicable law, which materially alters either Party's or the Parties' obligations under this BA Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this BA Agreement to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate this BA Agreement consistent with Sections 3.4 and 4.4.

4.3. Construction of Terms. The terms of this BA Agreement shall be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time.

4.4. Survival. Sections 3.4, 4.3, 4.6, 4.8, 4.11, 5, 6 and this Section 4.4, and any other provisions of this BA Agreement that by their terms are intended to survive, shall survive the termination of this BA Agreement.

4.5. Amendment; Waiver. This BA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

4.6. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

4.7. Counterparts; Facsimiles. This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

4.8. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

4.9. Effective Date. The Effective Date of the Agreement shall be the date Company executed the Agreement.

4.10. Binding Agreement; New Parties; Agency.

(a) This BA Agreement shall be binding upon the Parties and their successors and permitted assigns. Any one or more additional subsidiaries or affiliates of Change Healthcare Operations, LLC with a relationship with Customer in which such entity creates, receives, maintains or transmits Protected Health Information for use in providing Services to Customer (each a "New Party") may join this BA Agreement as a Party and a Business Associate by executing and delivering a counterpart of this BA Agreement. In addition, Change Healthcare Operations, LLC from time to time lists on its corporate website its subsidiaries which are business associates for purposes of HIPAA compliance ("HIPAA BA Subs"). Each HIPAA BA Sub that creates, receives, maintains or transmits Protected Health Information through the performance of Services to Customer shall be deemed to be a New Party without further action by any Party hereto.

4.11. No Third Party Beneficiaries. Nothing in this BA Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

4.12. Contradictory Terms. This BA Agreement hereby amends, modifies, supplements and is made part of the Service Agreement(s), provided that any provision of the Service Agreement(s), including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of this BA Agreement ("**Contradictory Term**") shall be superseded by the terms of this Agreement as of the date such terms become effective pursuant to Section 3.1, to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

4.13. Independent Contractor. Business Associate and Customer are and shall remain independent contractors throughout the term. Nothing in this Agreement shall be construed to constitute Business Associate and Customer as partners, joint venturers or anything other than independent contractors.

## 5. LIMITATION OF LIABILITY

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.**

## 6. DEFINITIONS

Regulatory citations in this BA Agreement are to the United States Code of Federal Regulations Title 45 parts 160 through 164, as interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this BA Agreement, all capitalized terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.