

**Fill in this information to identify the case:**

Debtor 1 BATESVILLE REGIONAL MEDICAL CENTER, INC.

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: MIDDLE DISTRICT OF TENNESSEE

Case number 18-05676

**Official Form 410**

**Proof of Claim**

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

**1. Who is the current creditor?**

STAT Informatic Solutions, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

**2. Has this claim been acquired from someone else?**

☒ No

☐ Yes. From whom? \_\_\_\_\_

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

**Where should notices to the creditor be sent?**

Michael Jankowski, Esq.

Name

1000 N. Water St., P.O. Box 2965

Number Street

Milwaukee

WI

53201

City

State

ZIP Code

Contact phone 414-298-1000

Contact email mjankowski@reinhartlaw.com

**Where should payments to the creditor be sent? (if different)**

Brian Verhagen, President/CEO

Name

N2273 Butternut Rd.

Number Street

Waupaca

WI

54981

City

State

ZIP Code

Contact phone (712) 435-7057 x1002

Contact email brianv@statisllc.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

**4. Does this claim amend one already filed?**

☒ No

☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_\_

MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☒ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 53,648.45 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed.

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/15/2019  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Brian Verhagen  
First name Middle name Last name

Title President/CEO

Company STAT Informatic Solutions, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address N2273 Butternut Rd.  
Number Street

Waupaca WI 54981  
City State ZIP Code

Contact phone (712) 435-7057 x1002 Email brianv@statisluc.com

# Batesville Regional Medical Center Pre-Petition Balances

Type	Date	Num	Memo	Due Date	Pre-Petition Balance	Amount
TLMC-Batesville Reg Medical Ctr - Imaging						
Invoice	10/31/2017	8559		11/30/2017	4,171.04	8,171.04
Invoice	11/30/2017	8712		12/30/2017	7,775.12	7,775.12
Invoice	12/31/2017	8861		01/30/2018	7,465.75	7,465.75
Invoice	01/31/2018	9079		03/02/2018	8,804.23	8,804.23
Invoice	02/28/2018	9266		03/30/2018	6,868.20	8,868.20
Invoice	03/31/2018	9393		04/30/2018	9,185.82	9,185.82
Invoice	04/30/2018	9571		05/30/2018	7,074.18	7,074.18
Invoice	05/31/2018	9750		06/30/2018	745.03	745.03
Invoice	06/30/2018	9933		07/30/2018	562.20	562.20
Invoice	07/31/2018	10127		08/30/2018	570.00	570.00
Invoice	08/31/2018	10329		09/30/2018	426.88	575.10
TOTAL					<u>53,648.45</u>	59,796.67



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statissllc.com

Date	Invoice #
10/31/2017	8559
Terms	Due Date
Net 30	11/30/2017

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$4,171.04	

Please detach top portion and return with your payment

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	53,270	0.023	1,225.21
CHS imaging	Document & Data Capture	53,270	0.1125	5,992.88
CHS Scan-On-Demand	Historical Chart Conversion Services	52	0.075	3.90
CHS New Boxes	Storage/transport boxes	25	1.50	37.50
CHS Box Storage	Containers in Storage	1,656	0.30	496.80
CHS Record Retrievals	Record Requests & Retrievals	3	0.95	2.85
CHS - Destruction Charges	Charge for Destruction and Permanent Removal of Boxes	1	411.90	411.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$8,171.04
<b>Payments</b>	-\$4,000.00
<b>Total</b>	\$4,171.04

billing@statissllc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statisluc.com

Date	Invoice #
11/30/2017	8712
Terms	Due Date
Net 30	12/30/2017

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$7,775.12	

Please detach top portion and return with your payment

Misc Info
MS

Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	50,309	0.023	1,157.11
CHS imaging	Document & Data Capture	50,309	0.1125	5,659.76
CHS Scan-On-Demand	Historical Chart Conversion Services	44	0.075	3.30
CHS New Boxes	Storage/transport boxes	25	1.50	37.50
CHS Box Storage	Containers in Storage	1,682	0.30	504.60
CHS Record Retrievals	Record Requests & Retrievals	1	0.95	0.95
CHS - Destruction Charges	Charge for Destruction and Permanent Removal of Boxes	1	411.90	411.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$7,775.12
<b>Payments</b>	\$0.00
<b>Total</b>	\$7,775.12

billing@statisluc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statillc.com

Date	Invoice #
12/31/2017	8861
Terms	Due Date
Net 30	1/30/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$7,465.75	

Please detach top portion and return with your payment.

Misc Info				
MS				
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	48,024	0.023	1,104.55
CHS imaging	Document & Data Capture	48,024	0.1125	5,402.70
CHS New Boxes	Storage/transport boxes	22	1.50	33.00
CHS Box Storage	Containers in Storage	1,712	0.30	513.60
CHS - Destruction Charges	Charge for Destruction and Permanent Removal of Boxes	1	411.90	411.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$7,465.75
<b>Payments</b>	\$0.00
<b>Total</b>	\$7,465.75

billing@statillc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statillc.com

Date	Invoice #
1/31/2018	9079
Terms	Due Date
Net 30	3/2/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$8,804.23	

Please detach top portion and return with your payment

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	60,791	0.023	1,398.19
CHS imaging	Document & Data Capture	60,791	0.1125	6,838.99
CHS New Boxes	Storage/transport boxes	30	1.50	45.00
CHS Box Storage	Containers in Storage	1,737	0.30	521.10
CHS Record Retrievals	Record Requests & Retrievals	1	0.95	0.95

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$8,804.23
<b>Payments</b>	\$0.00
<b>Total</b>	\$8,804.23

billing@statillc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2





STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statisl.com

## Invoice

Date	Invoice #
2/28/2018	9266
Terms	Due Date
Net 30	3/30/2018

### Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$6,868.20	

Please detach top portion and return with your payment.

Misc Info
MS

Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	60,907	0.023	1,400.86
CHS imaging	Document & Data Capture	60,907	0.1125	6,852.04
CHS Scan-On-Demand	Historical Chart Conversion Services	612	0.075	45.90
CHS New Boxes	Storage/transport boxes	27	1.50	40.50
CHS Box Storage	Containers in Storage	1,763	0.30	528.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$8,868.20
<b>Payments</b>	-\$2,000.00
<b>Total</b>	\$6,868.20

billing@statisl.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statillc.com

## Invoice

Date	Invoice #
3/31/2018	9393
Terms	Due Date
Net 30	4/30/2018

### Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$9,185.82	

Please detach top portion and return with your payment.

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	63,470	0.023	1,459.81
CHS imaging	Document & Data Capture	63,470	0.1125	7,140.38
CHS Scan-On-Demand	Historical Chart Conversion Services	19	0.075	1.43
CHS New Boxes	Storage/transport boxes	31	1.50	46.50
CHS Box Storage	Containers in Storage	1,786	0.30	535.80
CHS Record Retrievals	Record Requests & Retrievals	2	0.95	1.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$9,185.82
<b>Payments</b>	\$0.00
<b>Total</b>	\$9,185.82

billing@statillc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statillc.com

Date	Invoice #
4/30/2018	9571
Terms	Due Date
Net 30	5/30/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$7,074.18	

Please detach top portion and return with your payment

				Misc Info
				MS
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	36,435	0.023	838.01
CHS imaging	Document & Data Capture	36,435	0.1125	4,098.94
CHS Scan-On-Demand	Historical Chart Conversion Services	20,731	0.075	1,554.83
CHS New Boxes	Storage/transport boxes	24	1.50	36.00
CHS Box Storage	Containers in Storage	1,815	0.30	544.50
CHS Record Retrievals	Record Requests & Retrievals	2	0.95	1.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$7,074.18
<b>Payments</b>	\$0.00
<b>Total</b>	\$7,074.18

billing@statillc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2



# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statillc.com

Date	Invoice #
5/31/2018	9750
Terms	Due Date
Net 30	6/30/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$745.03	

Please detach top portion and return with your payment.

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Pre-Prep Services	doc prep from discharge	307	0.023	7.06
CHS imaging	Document & Data Capture	307	0.1125	34.54
CHS Scan-On-Demand	Historical Chart Conversion Services	1,987	0.075	149.03
CHS New Boxes	Storage/transport boxes	1	1.50	1.50
CHS Box Storage	Containers in Storage	1,843	0.30	552.90

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$745.03
<b>Payments</b>	\$0.00
<b>Total</b>	\$745.03

billing@statillc.com

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2





(321)206-8419 Opt. 2  
billing@statistllc.com

<b>Date</b>	<b>Invoice #</b>
7/31/2018	10127
<b>Terms</b>	<b>Due Date</b>
Net 30	8/30/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

<b>Balance Due</b>	<b>PO Number</b>
\$570.00	

Please detach top portion and return with your payment.

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Box Storage	Containers in Storage	1,900	0.30	570.00

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$570.00
<b>Payments</b>	\$0.00
<b>Total</b>	\$570.00

[billing@statisllc.com](mailto:billing@statisllc.com)

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2

# Invoice

STAT Informatics Solutions, LLC  
PO Box 590627  
Orlando, FL 32859

(321)206-8419 Opt. 2  
billing@statisllc.com

<b>Date</b>	<b>Invoice #</b>
8/31/2018	10329
<b>Terms</b>	<b>Due Date</b>
Net 30	9/30/2018

## Bill To

Batesville Reg Medical Ctr  
Attn: Accounts Payable  
303 Medical Center Drive  
Batesville, MS 38606

Balance Due	PO Number
\$426.88	

Please detach top portion and return with your payment.

			Misc Info	
			MS	
Service	Activity	Quantity	Rate	Amount
CHS Box Storage	Containers in Storage	1,917	0.30	575.10

PLEASE NOTE - OUR PAYMENT REMIT ADDRESS HAS CHANGED TO P.O. Box 590627 Orlando, FL 32859, PLEASE MAKE CHANGES IN YOUR SYSTEM TO ENSURE PROPER AND TIMELY POSTING OF PAYMENTS.

<b>Balance Due</b>	\$575.10
<b>Payments</b>	-\$148.22
<b>Total</b>	\$426.88

[billing@statisllc.com](mailto:billing@statisllc.com)

Thank you! We appreciate  
your business.

(321)206-8419 Opt. 2

## **Scope of Work**

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### **DAY-FORWARD DOCUMENT CONVERSION SERVICES AGREEMENT**

#### **1. Scope of Imaging Services**

Vendor will provide document conversion services of Patient Health Information (PHI) to Company's Electronic Health Record (EHR) on Vendor's site. Vendor will provide pick-up, document preparation, document imaging, image indexing, short-term storage\* and coordination of the destruction of PHI for Company. Company will provide necessary hardware and software to export images to Company's EHR. Vendor will provide the appropriate secure facility to provide these services for Curae Health.

\*Short-term storage is defined as 60 days after PHI has been committed to Company EHR.

#### **2. Locations Serviced**

- 2.1. Vendor will provide services for Company at the following locations:
  - 2.1.1. Amory Regional Medical Center
  - 2.1.2. Batesville Regional Medical Center

#### **3. Company (Curae Health) Responsibilities:**

- 3.1. Deliver all PHI eligible for conversion to designated pick-up point by agreed upon time.
- 3.2. Provide secure, agreed upon temporary holding location(s) for INPATIENT, OUTPATIENT, OUTPATIENT SURGERY, EMERGENCY DEPARTMENT and other records as requested by Company delivered from Company's treatment units.
- 3.3. Create bin ID using Vendor provided barcoded zip ties.
- 3.4. Enter or scan account barcode ID of charts being sent to Vendor to STATrack.
- 3.5. Document types are determined by a Company provided barcode on each form type. See provision for Vendor affixing barcode labels under section E "pre-prepping" below. Barcodes on Company provided forms that do not read by Company designated capture program will be brought to the Company's attention with expectation that the Company will adjust the barcode form to properly read by Company's capture system.
- 3.6. Provide access to facility for pick-ups.
- 3.7. Provide training and document samples for Vendor to accurately create Company approved job instructions one week prior to "go live date" of conversion.
- 3.8. Assign a Company resource to work with Vendor assigned coordinator for problem resolution and other necessary daily, weekly, monthly, quarterly, semi-annually and annual tasks. This resource is typically the Health Information Management Director.
- 3.9. Provide access to Company's Electronic Health Record (EHR) and all other necessary Company systems necessary to meet the requirements of this Scope of Services.
- 3.10. Maintain the Electronic Health Record system(s) in good working order and repair at Company's sole cost and expense.
- 3.11. Provide and maintain network connectivity for export to EHR.

Curae Heath, STAT Proposal—Enterprise Content Management 4/25/17



- 3.12. Company's assigned Representative (Section 2.3) will need to remedy Vendor reported Barcode issues within a reasonable timeframe of being reported by Vendor, as well as other issues under the exclusive control of the Company and explicitly reported by Vendor.

**4. Vendor (STAT Informatic Solutions) Responsibilities:**

- 4.1. Provide sealable transportation bin and barcoded zip ties to Company for record transportation.
- 4.2. Provide Company access to STATrack for record tracking and monitoring.
- 4.3. Provide transportation from Company's designated pick-up location to Vendor's secure processing center.
- 4.4. Provide pick-up, document preparation, document imaging, image indexing and short-term storage of converted PHI paper.
- 4.5. Provide secure facility to process document preparation, document imaging, image indexing, and short-term storage of converted PHI paper.
- 4.6. Provide trained and managed personnel for the conversion of PHI to digital images in accordance with 24-hour turnaround time from time of pick-up.
- 4.7. Provide management to supervise personnel in the conversion of PHI to digital images in accordance with 24-hour turnaround time from time of pick-up.
- 4.8. Conduct Quality Assurance Reviews in accordance with Vendor standards.
- 4.9. Report potential HIPAA breaches to the Company when they become known to the Vendor in accordance with the HITECH Act. The Vendor will inform the Company within 48 hours (2 business days). The Vendor will perform due diligence to collect and document all information regarding potential HIPAA breaches. This information will be provided to the Company, so that necessary determinations and reporting protocols may be executed. The Vendor will also provide the Company yearly with a log of any accounted potential HIPAA breaches in accordance with the HITECH Act.
- 4.10. Set-up and conduct formal monthly meetings to review quality metrics, turnaround times (TAT) and other Document Capture related business.

**5. Document Pick-Up, Check-In and Preparation for Scanning**

- 5.1. Document Check-In
  - 5.1.1. Company will check charts into Vendors Tracking and Audit system, STATrack, upon collecting Charts on each floor.
    - 5.1.1.1. Vendor will provide access to STATrack.
    - 5.1.1.2. A reconciliation of Charts expected and received will be available to the Vendor's assigned resource for review, as well as Patients discharged, but not checked into STATrack.
    - 5.1.1.3. Company will be responsible for floor pick-ups and chart check-in.
- 5.2. Document Check Verification
  - 5.2.1. Once Vendor delivers charts to processing center, Vendor will verify charts as received.
    - 5.2.1.1. Any variance from Check-In to Verification will be brought to Company's assigned Representative.
- 5.3. Document Preparation
  - 5.3.1. Place an appropriate batch cover sheet at the beginning of each batch.
  - 5.3.2. Remove foreign objects necessary to scan Patients Chart.
    - 5.3.2.1. This includes staples, paperclips, foreign objects etc.
  - 5.3.3. Remove blank pieces of paper and any verifiable copies.
    - 5.3.3.1. If COLD fed documents are located in the PHI, these will also be removed when examples have been provided by Company to Vendor. All pages not scanned will be placed behind the pages to be scanned.
  - 5.3.4. Validate patient information is prominent on each side of page in the case of double-sided pages and on one-side of single-sided pages.

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- 5.3.4.1. When patient labels are present, Vendor will place these labels on pages where patient information is not present. When patient information is not present and no labels exist, Vendor will hand-write the account number on the page.
- 5.3.5. Place the desired document types in chronological order.
- 5.3.6. Retain printed sequenced pages (ex. 1 of 6, 2 of 6, etc), regardless if page is blank or not.
- 5.3.7. Arrange "shingled" documents and "sticky notes" so all documentation can be properly imaged.
- 5.3.8. Apply "Best Copy" stamp on all pages where a readable scan or degraded original is present.
- 5.3.9. Hand-count each page prepared for scanning and record that number on each batch cover sheet, in addition to the specific Team Members initials and current date/time for validation of imaged chart.

## **6. Document Imaging, Indexing and Release**

- 6.1. Document Imaging
  - 6.1.1. Vendor will utilize Company provided hardware and software to scan documents to Company's EHR System.
  - 6.1.2. PHI is imaged/scanned at Company approved dpi (200).
  - 6.1.3. Endoscopy photos, bone density, colonoscopies and other color documents are scanned in color as specified by Company.
    - 6.1.3.1. If Company desires color image output, Company will provide appropriate scanner hardware.
  - 6.1.4. Vendor will verify document preparation specialists page count through the EHR Capture Solution to ensure all pages received and processed through the scanner resulted in a digital image.
- 6.2. Document Indexing
  - 6.2.1. In the event the Patient Account Number or Document Type does not read, Vendor will hand-key the appropriate information
- 6.3. Document Release
  - 6.3.1. Vendor will "push" images and indexes into Company EHR System using a preconfigured export/import script.

## **7. Turnaround Time**

- 7.1. Vendor will process all Charts within 24 hours of receipt.
  - 7.1.1. TAT will be calculated upon agreed pick-up time and the time the Chart is released by Vendor staff to Company EHR.
  - 7.1.2. Vendor will work with Company Coding Director to "customize" TAT for individual coding schedules and other nuances, such as high dollar charts and various payer drop-dead dates, such as Medicare.

## **8. Quality Assurance**

- 8.1. Quality Assurance (QA) will be conducted on a continual basis throughout the entire process and reported to the Company on a monthly basis. These reports will contain:
  - 8.1.1. Number of Images Scanned
  - 8.1.2. Number of Errors Identified as having been made by Vendor
  - 8.1.3. Type of Error made by Vendor
  - 8.1.4. Vendor will maintain the industry standard of 98% quality at the page level.

## **9. Archival Storage Service with On-Demand e-Delivery**

- 9.1. Vendor will provide storage of archived medical records and e-Delivery of scanned PHI.
  - 9.1.1. Vendor will store records in our secure facility.
    - 9.1.1.1. Vendor will manifest records for ease and timely retrieval.
  - 9.1.2. When a record is requested by Company, Vendor will scan entire box in which request is held and upload scanned PHI to Company's EHR within 24 hours of request.

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**9.1.4. Records scanned into EHR will remain in storage for 90 days (or contracted term) until destroyed.**

Service	Unit of Measure	Price Point
Day Forward Imaging	Image committed to EHR	\$0.1355
Archival Imaging	Image committed to EHR	\$0.075
Storage Container	Per box	\$2.00
Box Storage – Applies only if a facility fails to destroy within agreed terms and boxes are stored within a STAT CPC.	Per box/per month	\$0.40

11.1.1. This Agreement shall commence and be effective as of the Agreement Effective Date, and shall continue for a period of six (6) months. Thereafter, this Agreement will automatically renew for successive twelve (12) month periods unless Client provides Vendor written notice of its intent not to renew 90 days prior to the end of the applicable renewal period. Client shall remain responsible for payment of any fees for Services delivered, but not yet paid for as of the date of termination. The term of a Work Order shall be as outlined thereunder. CLIENT may at any time, for its own convenience and with or without cause and upon written notice to Vendor, terminate any Work Order, in whole or in part, placed hereunder by providing ninety (90) days' prior written notice to Vendor without any charge or liability whatsoever except for payment for Services delivered, but not yet paid for. For clarity, no termination charge or other kind of charges are payable to the Vendor for any termination of this Agreement or any Work Order hereunder by CLIENT.

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Title

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Date

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Title

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Date

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## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made as of May 1, 2017 (the "Agreement Effective Date"), between Curea Health (CLIENT) a \_\_\_\_\_ corporation with offices at 1721 Midpark Road, Suite B 200, Knoxville, TN 37921 and **STAT Informatic Solutions, LLC**, ("Vendor"), with principal offices located at N2273 Butternut Road, Waupaca WI 54981.

WHEREAS, CLIENT wishes to acquire from Vendor, and Vendor wishes to provide to CLIENT, certain Services (as defined below).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

### 1. DEFINITIONS

- 1.1. "Affiliate(s)" means any entity that is now or in the future directly or indirectly controlled by, controlling or under common control with CLIENT. All rights granted under this Agreement to CLIENT will extend to Affiliates and references to CLIENT shall include its Affiliates for the purposes of this Agreement CLIENT together with its Affiliates shall be referred to as "CLIENT". Any Affiliate may execute a Work Order hereunder.
- 1.2. "Authorized Third Party(ies)" means any third party designated by CLIENT to perform services for CLIENT and/or Designated Entities that has undertaken an obligation of non-disclosure with CLIENT.
- 1.3. "Change in Control" means (a) the acquisition by any person, entity or group, within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of beneficial ownership (as defined in the Exchange Act) of 20% or more of the outstanding shares of common stock of Vendor or the combined voting power of Vendor's then-outstanding voting securities in a single transaction or series of related transactions; (b) a change in 50% or more of the directors of Vendor in any 12 month period; (c) a reorganization, merger, consolidation or share exchange in which the shareholders of Vendor immediately prior to such transaction hold less than 51% of the outstanding shares of Vendor after such transaction; (d) the sale (in a single transaction or a series of related transactions) of either: (i) all or substantially all of the assets of Vendor, or (ii) the assets which are provided to CLIENT hereunder or used to provide Services to CLIENT hereunder; or (e) the first purchase under any tender offer or exchange offer pursuant to which shares of Vendor common stock or other voting securities are purchased.
- 1.4. "Deliverables" shall mean all reports, drawings, designs, technology, data, ideas, information and other products of the Services or other deliverables provided by Vendor to CLIENT pursuant to this Agreement or developed or conceived by Vendor in the course of performing the Services.
- 1.5. "Designated Entity" means a hospital or medical facility that is owned, co-owned, managed or operated by CLIENT or any of its Affiliates. The Designated Entities licensed hereunder shall be those listed on the Work Order. If no such specific Designated Entities are identified in the Work Order, then each and every hospital or medical facility that is now or may in the future be owned, co-owned, managed or operated by CLIENT

or any of its Affiliates shall be deemed to be the Designated Entities under such Work Order.

- 1.6. "Documentation" means all materials; guides; service descriptions; service specifications; supporting materials, and other information relating to the Services and provided by or on behalf of Vendor to CLIENT.
- 1.7. "Work Order" means a document signed by both parties, under which CLIENT receives Services pursuant to this Agreement.

## 2. SCOPE OF SERVICES

- 2.1. Work Orders. Vendor shall perform the services described and set forth on any Work Orders that are executed by the parties under this Agreement from time to time and incorporated herein (the "Services"). Each Work Order shall describe, at a minimum: (i) the services to be performed by Vendor; (ii) the deliverables to be provided; (iii) project sign-off/completion documents; (v) the fees to be charged; (vi) the term of the engagement; (vii) the project timeline; and (viii) any additional terms and conditions which apply to the specific Work Order.
- 2.2. Interpretation. If any of the terms of a Work Order conflict with the terms of this Agreement, the terms of this Agreement shall govern unless the conflicting provisions of this Agreement are specifically waived in such Work Order.
- 2.3. Scope Change. Any CLIENT requested changes to this Agreement, to a Work Order, services, to the specifications, to the price, payment or delivery terms, or otherwise, and any such changes required due to amendments or corrections in the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder (if applicable), any applicable state privacy laws or in any other applicable federal state or local law or regulation (hereinafter, a "Change Order") shall be in writing and shall be subject to the written acceptance of the Vendor and be governed by the terms and conditions of this Agreement. If the Vendor determines that the Change Order will result in an increase in the cost to CLIENT of the Services and/or a schedule adjustment then the Vendor shall submit to CLIENT a written proposal for such change. The Vendor shall not proceed with any changes for which a proposal has been submitted until acceptance by CLIENT has been given in the form of an accepted Change Order executed by CLIENT.
- 2.4. Divestiture. Any Affiliate, Designated Entity, division, department, or line of business of CLIENT that loses its relationship with CLIENT as a result of divestiture (a "Divested Entity"), and/or CLIENT on behalf of the Divested Entity, will have the right to use any Service, Deliverable, or Documentation as permitted in this Agreement for a transition period of up to two (2) years following its divestiture, at no additional charge, other than applicable service fees which will be paid by CLIENT. Any additional purchases of Services by the Divested Entity shall be subject to written agreement between Vendor and such Divested Entity or its Affiliate. In the event CLIENT sells or transfers its ownership interest in an CLIENT Affiliate or Designated Entity that has rights under a Work Order, upon written notice to Vendor, CLIENT may freely transfer any such rights, including any and all rights granted to it by Vendor, to another CLIENT Affiliate or Designated Entity, assuming the Services are no longer provided to the Divested Facility.

- 2.5. Non-Exclusive Agreement. This Agreement shall not be construed as an exclusive contract. This Agreement does not constitute a warranty, guarantee, or commitment to purchase any minimum or maximum of goods and/or services, nor does it guarantee that Vendor will receive notification of all available projects at CLIENT.
- 2.6. Use of Consultants or Subcontractors. Vendor shall provide to CLIENT the names and relevant information about any and all consultants or subcontractors who involves in providing Services hereunder. CLIENT shall have the right to specify that any designated consultant or subcontractor shall not participate in CLIENT's Services if considered appropriate in CLIENT's reasonable judgment. If CLIENT fails to raise objections within such five (5) day period, Vendor's use of such consultants or subcontractors shall be deemed acceptable. Vendor shall ensure that all consultants or subcontractors who perform services for CLIENT abide by the terms and conditions of this Agreement including CLIENT's ownership rights as set forth in Section 4. CLIENT's consent to the use of a consultant or subcontractor shall not relieve Vendor of any liability or obligation hereunder. Vendor shall require each Consultant or Subcontract who performs work for CLIENT to execute an appropriate confidentiality agreement on a form acceptable to CLIENT.
- 2.7. Background Investigations.
- 2.7.1 Vendor hereby warrants to CLIENT that prior to any assignment by Vendor of an individual to perform Services who will have unescorted access to any CLIENT facility or direct access to any CLIENT information system under this Agreement, Vendor shall, at its own expense, perform a background investigation on each such individual meeting all CLIENT background investigation requirements as such are revised by CLIENT from time to time (a "Background Investigation"). CLIENT shall, at Vendor's request, perform such Background Investigations in satisfaction of Vendor's obligation to do so and all costs of such investigations shall be credited by Vendor to CLIENT.
- 2.7.2 Vendor hereby warrants that only individuals who have passed the Background Investigation will be assigned to perform Services under this Agreement. Prior to the assignment of any individual to the Services, Vendor shall provide CLIENT with written confirmation that a Background Investigations has been completed and passed. Vendor shall be responsible for obtaining any necessary consent from the subject of the Background Investigation to permit CLIENT full access to the report.
- 2.7.3 CLIENT reserves the right to audit Vendor to determine whether the policies and procedures specified herein are being completed to the satisfaction of CLIENT. Vendor shall promptly correct any failure to meet the warranty set forth above and notify CLIENT upon correction.
- 2.7.4 Should Vendor become aware, at any time during an individual's assignment for CLIENT, that the individual assigned to CLIENT has an event(s) that would otherwise disqualify them from their assignment at CLIENT, Vendor shall notify CLIENT in writing of such event(s) within 2 business days of gaining such knowledge and shall immediately remove such individual from their assignment with CLIENT.

2.7.5 Nothing contained in this Agreement shall be construed to create any obligation on the part of CLIENT to disclose to Vendor or any of Vendor's employees the reasons for its determination to terminate or not to accept the assignment of an individual pursuant to this Section, or share any information obtained through a Background Investigation, except to the extent otherwise required by law.

2.7.6 Vendor warrants that it shall meet the requirements of the Fair Credit Reporting Act, any regulations there under and any state law equivalencies.

### 3. DOCUMENTATION

- 3.1. Vendor will furnish to CLIENT, at no additional charge to CLIENT, that number of copies of Documentation as may be reasonably requested by CLIENT, including all subsequent revisions thereto including if requested, soft copies. CLIENT will have the right to copy the Documentation, at no additional charge, for its use, or use by Authorized Third Parties or CLIENT's customers, provided all proprietary markings that had been affixed by Vendor are retained on all copies.

### 4. OWNERSHIP

- 4.1. CLIENT Data and Records. CLIENT owns all tangible and intangible property, including but not limited to goods, equipment, documents, data, or materials, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Vendor by CLIENT or produced by Vendor at CLIENT's expense or based on CLIENT's Confidential Information. Vendor agrees to deliver and/or return this property to CLIENT promptly upon CLIENT's request.
- 4.2. Property Rights of Vendor. Vendor retains all rights, including, but not limited to, intellectual property rights in any and all of the Vendor Background Technology provided to CLIENT under this Agreement. The Vendor has no obligation to provide such Vendor Background Technology to CLIENT, but in the event the Vendor does provide such Vendor Background Technology, then the Vendor shall direct CLIENT in writing as to the restrictions, obligations and covenants which CLIENT must comply with in connection with such Vendor Background Technology. Further for purposes hereof, the term "Vendor Background Technology" shall mean all procedures, designs, drawings, models, trade secrets, know-how, source codes, object code, software and other documentation, information and technology proprietary to the Vendor, which the Vendor (i) has acquired or acquires from third parties, (ii) creates outside of its performance of its services under this Agreement, or (iii) relates to skills and knowledge of a general nature acquired by the Vendor in the course of performance of services under this Agreement.

### 5. WARRANTIES

- 5.1. General Vendor Warranties. Vendor represents and warrants to CLIENT that:
- 5.1.1. Vendor is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required.
- 5.1.2. Vendor has the full legal right and entitlement to enter into and to perform its obligations hereunder, and to grant the licenses and other rights provided for in any of Vendor's copyrighted materials (hereinafter, "Materials").



- 5.1.3. Vendor has all necessary right, title, license and authority to enter into this Agreement and each Work Order, and the person signing this Agreement on behalf of Vendor has full authority to bind Vendor to the terms and conditions hereof.
- 5.1.4. That no applicable statute, regulation or ordinance of the United States or of any state, nor any third party intellectual property rights has been violated in the provision of the Services and Materials hereunder; and the Materials are free of all liens and encumbrances.
- 5.1.5. There are no legal proceedings threatened or pending against Vendor in connection with the Services, or owing to Vendor's performance.
- 5.2. General CLIENT Warranties. CLIENT represents and warrants to Vendor that:
- 5.2.1. CLIENT is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required.
- 5.2.2. CLIENT has all necessary right, title, license and authority to enter into this Agreement and each Work Order, and the person signing this Agreement on behalf of CLIENT has full authority to bind CLIENT to the terms and conditions hereof.
- 5.2.3. That the records and other materials provided by CLIENT to perform the Services do not infringe on the proprietary rights of any third-party.
- 5.3. General Services Warranty. Vendor represents, warrants and agrees that the Services shall be performed in a professional and workmanlike manner by appropriately-qualified personnel and in accordance with the industry standards for such services and the requirements of this Agreement and the applicable Work Order(s).
- 5.4. No Infringement. Vendor represents, warrants and agrees that the Services will not infringe or violate any patent, copyright, trademark, trade secret, mask work or other proprietary or intellectual property right of any third party.
- 5.5. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT VENDOR KNOWS OR HAS REASON TO KNOW OF ANY SUCH PURPOSE AND WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OR USAGE IN THE TRADE.

## 6. TERM AND TERMINATION

- 6.1. Agreement Term and Termination. This Agreement shall commence and be effective as of the Agreement Effective Date, and shall continue for a period of three (6) months until terminated as provided herein. Thereafter, this agreement will automatically renew unless either party provides the other party at least ninety (90) days prior written notice. Client shall remain responsible for payment of any fees for Services delivered, but not yet paid for as of the date of termination. Following completion of all Services and payment for said services under all Work Orders, either party may terminate this Agreement upon ninety (90) calendar days' written notice to the other party.

- 6.2. Work Order Termination for Convenience. The term of a Work Order shall be as outlined thereunder. CLIENT may at any time, for its own convenience and with or without cause and upon written notice to Vendor, terminate any Work Order, in whole or in part, placed hereunder by providing ninety (90) days' prior written notice to Vendor without any charge or liability whatsoever except for payment for Services delivered, but not yet paid for. For clarity, no termination charge or other kind of charges are payable to the Vendor for any termination of this Agreement or any Work Order hereunder by CLIENT.
- 6.3. Work Order Termination for Cause. If either party breaches or defaults on any of the provisions of this Agreement or any Work Order, and such breach is not cured within thirty (30) days after the breaching party receives written notice containing reasonable details of the alleged breach, then in addition to all other rights and remedies of law or equity or otherwise, the injured party shall have the right to terminate any Work Order(s) impacted by such breach without any charge or liability, at any time thereafter.
- 6.4. Termination for Change in Control. Notwithstanding anything to the contrary in this Agreement, or a Work Order, CLIENT may terminate this Agreement or Work Order(s), in whole or in part, without any charge or liability whatsoever except for payment for Services delivered, but not yet paid for, upon written notice to Vendor in the event of a Change of Control.
- 6.5. Termination for Insolvency. Immediately upon notice from a party, this Agreement shall terminate in the event such other party (a) ceases to do business as a going concern (a corporate consolidation, merger, reorganization or acquisition through which a party may be succeeded in its business by another entity shall not in and of itself be deemed to be ceasing to do business); or (b) makes a general assignment for the benefits of creditors; or (c) is insolvent, bankrupt or the subject of receivership; or (d) authorizes, applies for, or consents to the appointment of a trustee or liquidator of all or a substantial part of its assets or as proceedings seeking such appointment commenced against it that are not resolved within sixty (60) days of such commencement.
- 6.6. Effect of Termination. Upon expiration or termination of this Agreement or a Work Order, if applicable, each party shall, upon the request of the other, (i) return all papers, materials and properties of the other held by such party, and (ii) provide reasonable assistance in the termination of this Agreement, as may be necessary for the orderly, non-disrupted business continuation of each party. At CLIENT' option, upon termination of this Agreement or a Work Order for any reason, Vendor shall: (i) refund to CLIENT any prepaid fees on a pro rata basis; and (ii) provide to CLIENT or CLIENT's designee reasonable transition services at Vendor's then current rates for such services. In no event shall Vendor inhibit in any way CLIENT' attempt to effect a smooth transition.
- 6.7. Transition Assistance. Upon expiration or termination of this Agreement (or any Work Order hereunder) for any reason, Vendor will provide all information and assistance requested by CLIENT that is necessary to assure the smooth transition of the services and functions being performed by Vendor to CLIENT or another service provider of CLIENT's choosing ("Transition Assistance"), provided that: (a) in the event the Transition Assistance arises owing to termination by CLIENT for cause, notwithstanding anything to the contrary hereunder and without prejudice to any other rights that CLIENT has (including the right to sue), the Vendor shall provide such Transition Assistance at no cost to CLIENT; (b) for termination for any other reason CLIENT pays (i) undisputed

charges that are due and payable to Vendor as provided in this Agreement and (ii) such reasonable fees and expenses associated with the transition as agreed to by CLIENT and Vendor. Transition Assistance will be provided upon notice of termination and/or upon expiration, as applicable, and will continue at CLIENT's request for up to six (6) months following the applicable termination or expiration.

- 6.8. Survival of Obligations. CLIENT and Vendor's respective obligations hereunder which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement or any Work Order, shall survive. This includes, by way of example but not limited to, the obligations provided in this Section and the Sections with the following headings: "CONFIDENTIAL INFORMATION", "HIPAA/GLB COMPLIANCE", "INDEMNIFICATION", "WARRANTIES", "LIMIT OF LIABILITY" and "MISCELLANEOUS".

## 7. FEES, TAXES AND TERMS OF PAYMENT

- 7.1. Pricing. With regard to any charges or discounts listed on the Price List, the following shall apply: (a) any discounts off Vendor's "list" price refer to Vendor's current publicly available list prices, applicable to all its customers, which shall be provided to CLIENT as needed to ensure CLIENT possesses a current version; (b) except as specifically provided for in Section 7.2 below, all prices and discounts listed in the Price List shall remain in effect as long as the Agreement is in effect.; and (c) Vendor represents and warrants that the pricing terms of this Agreement are equal to or better than the pricing terms offered now or in the future by Vendor to any of its commercial customers for purchases of similar quantity or scope for similar services. If Vendor enters into an agreement such that Vendor is no longer in compliance with this warranty, Vendor shall immediately notify CLIENT and the prices paid by CLIENT hereunder shall be reduced as of the date when such other party received more favorable pricing from Vendor. Upon request by CLIENT, an officer of Vendor will certify in writing Vendor's compliance with this provision within thirty (30) days.
- 7.2. Fee Increases. Except as otherwise set forth in the applicable Work Order, Vendor may increase its fees no more frequently than annually and in no event shall Vendor increase its fees more than two percent (2%) over the prior year's fees. Nor shall Vendor increase the fees hereunder unless Vendor increases such fees applicable to all its customers.
- 7.3. Payment. Payment under any Work Order shall be due thirty (30) days after the receipt of an undisputed, written invoice from Vendor.
- 7.4. Withholding Payment. Payment for non-conforming Services may be withheld by CLIENT. CLIENT's payment of any invoice shall not be construed as acceptance of the underlying subject matter of that invoice. CLIENT, at its option and without penalty, may refuse payment on any inaccurate invoice, or CLIENT may elect to pay any portion of an invoice without forfeiting its right to exercise nonpayment of other portions. Vendor shall investigate and issue corrected invoices within thirty (30) days after receiving notice from CLIENT.
- 7.5. Disputed Invoice. If a portion of any invoice is paid and subsequently disputed by CLIENT, Vendor shall investigate and resolve such dispute within thirty (30) days of notice from CLIENT. If CLIENT has overpaid, Vendor shall, within forty-five (45) days

following notice from CLIENT, at CLIENT' option: (i) refund any overpayment to CLIENT, or (ii) credit such overpayment against amounts owed by CLIENT to Vendor.

- 7.6. Form of Invoice. Vendor shall invoice CLIENT in respect to the Services it has ordered in accordance with this Agreement. The format of invoices shall be as CLIENT and Vendor shall agree, but in any event shall reference the Work Order number and provide sufficient information and detail so as to enable CLIENT to verify to which Services the invoice applies.
- 7.7. Taxes. Vendor may add to the invoice an amount equal to any applicable sales, use, and similar taxes related to the Services (excluding any taxes based on Vendor's income, net worth or property taxes).
- 7.8. Expenses. Vendor shall be responsible for all costs and expenses incident to the performance of Services for CLIENT, including but not limited to, providing and supporting a secure and functionally appropriate laptop computers and cell phone, all costs of equipment provided by Vendor, all fees, licenses, bonds or taxes required of or imposed against Vendor, and all other of Vendor's own costs of doing business. CLIENT shall not be responsible for withholding taxes with respect to Vendor's compensation hereunder. CLIENT shall not be responsible for any expenses incurred by Vendor in performing Vendor's obligations under this Agreement unless agreed to in advance by CLIENT in writing. Vendor may use such facilities of CLIENT as are necessary or convenient in order to perform Vendor's Services under this Agreement, if agreed to in advance by CLIENT. CLIENT will provide adequate workspace, internet connectivity, ADT feed of patient health information (PHI) demographic information within its environment for Vendor to perform its services.

## 8. CONFIDENTIAL INFORMATION

- 8.1. Non-Disclosure Agreement. All activities under the Agreement shall be covered by the mutual non-disclosure agreement between the parties, dated 5/1/2017 (the "Non-Disclosure Agreement"). For clarity, notwithstanding the expiration provisions in the Non-Disclosure Agreement, the terms and conditions of such Non-Disclosure Agreement shall extend through the term of this Agreement. The existence of the Agreement and its terms are CLIENT confidential information under the Non-Disclosure Agreement.
- 8.2. CLIENT Data. If Vendor transmits, stores or has access to any type of data for CLIENT, Vendor shall not attempt to de-encrypt, capture, reassemble (if sent in packets), transport or view such data except as may be strictly necessary to provide the Services listed in a Work Order hereunder. As between CLIENT and Vendor, CLIENT shall at all times remain the exclusive owner of such data. In the event Vendor transports any devices (for warranty, maintenance, destruction or other purposes), which contain CLIENT data, Vendor shall ensure all necessary measures are taken to secure such devices as to prevent any unauthorized disclosure while in transit and while at rest. Vendor shall also ensure that as soon as reasonably possible, such devices are destroyed or the information is permanently wiped/deleted, in all instances subject to any of CLIENT' records retention policies.
- 8.3. HIPAA/GLB Compliance. Vendor understands and acknowledges that Vendor must execute an CLIENT form Business Associates Agreement if there is any instance in which Vendor shall receive from or create or receive on behalf of CLIENT Protected

Health Information, or Vendor creates, receives, maintains or transmits on behalf of CLIENT Electronic Protected Health Information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), and/or nonpublic personal information, as defined under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), and/or the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, as signed into law on February 17, 2009, during the performance of its obligations under this Agreement.

- 8.4. Security. Vendor acknowledges and agrees that its security procedures and systems are compliant with the highest standards in the industry.
- 8.5. Injunctive Relief. The parties acknowledge and agree that the disclosure of confidential information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the disclosing party may be entitled to an injunction in the event the receiving party violates or threatens to violate the provisions herein or any Non-Disclosure Agreement between the parties, and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

## 9. INDEMNIFICATION

To the maximum extent allowed by law and notwithstanding any insurance coverage, Vendor will defend, indemnify and hold harmless CLIENT and its directors, officers, employees, agents, Authorized Third Parties and Affiliates and its successor and assigns (collectively, the "Indemnitees"), from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with: (a) Vendor's breach of warranty or damages due to Vendor's negligence or willful misconduct; (b) any allegation that the Indemnitees' use of Services or Documentation constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right or a misappropriation of a trade secret or other personal rights of a third party; (c) any breach of Section 8 (Confidentiality) or Section 11.4 (Compliance with Laws); (d) any personal injury (including death) or damage to property resulting from Vendor's or its agents' acts or omissions; or (e) Vendor's introduction of any unauthorized material, including without limitation, a "computer virus" or other contaminant into CLIENT's environment. The Indemnitees will give prompt notice of any Claim to Vendor, and Vendor will defend the Indemnitees at the Indemnitees' request. Vendor may settle, at its sole expense, any Claim for which Vendor is responsible under this Section provided that such settlement is approved by CLIENT; and shall not limit, unduly interfere, or otherwise adversely affect the rights granted herein, Vendor's obligations under this Agreement, or impose any additional liability on CLIENT. CLIENT reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any Claim. If CLIENT is unable to use any of the Services or Documentation because of a Claim that such use constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right, Vendor will, at its expense: (a) procure for CLIENT the right to continue using such Service or Documentation; or (b) replace or modify such item so that it becomes non-infringing. If

neither option is available to Vendor through the use of best efforts, CLIENT will return such item to Vendor, and Vendor will refund all prepaid fees paid for such item.

#### 10. LIMITATION ON LIABILITY

- 10.1. LIABILITY CAP. IN NO EVENT SHALL CLIENT, CLIENT'S AFFILIATES OR DESIGNATED ENTITIES BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID TO VENDOR FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.
- 10.2. SUBJECT TO THE EXCEPTIONS SET FORTH BELOW, IN NO EVENT SHALL VENDOR BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED TWO TIMES THE AMOUNT OF THE FEES PAID TO VENDOR FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.
- 10.3. DISCLAIMER OF DAMAGES. IN NO EVENT SHALL CLIENT, CLIENT'S AFFILIATES OR THE DESIGNATED ENTITIES, OR VENDOR OR VENDOR'S AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 10.4. EXCEPTIONS. THIS SECTION SHALL NOT LIMIT VENDOR'S LIABILITY OR APPLY IN ANY RESPECT TO (A) DAMAGES PAYABLE UNDER AND COSTS RELATED TO VENDOR'S INDEMNIFICATION OBLIGATIONS HEREIN, (B) EITHER PARTY'S BREACH OF A PARTY'S CONFIDENTIAL INFORMATION, (C) VENDORS' BREACH OF ANY BUSINESS ASSOCIATES AGREEMENT, OR (D) VENDOR'S VIOLATION OF ANY LAW (INCLUDING BUT NOT LIMITED TO HIPAA).

#### 11. MISCELLANEOUS

- 11.1. Assignment. Vendor may not assign any of its rights or delegate or subcontract any of its duties pursuant to this Agreement, without the prior written consent of CLIENT. Any attempted assignment without CLIENT's consent will be void. CLIENT may freely assign all or any part of this Agreement without consent of Vendor. In the event CLIENT either: (a) acquires any entity which has entered into an agreement with Vendor, or (b) acquired any goods or services from Vendor under a separate agreement

within twelve (12) months of the Agreement Effective Date of this Agreement, Vendor shall in both cases, upon CLIENT notice, execute any documents necessary to allow such goods and services to be governed by this Agreement, and any price adjustments shall be made immediately on a go-forward basis.

- 11.2. Insurance. During the term herein, Vendor shall maintain, at Vendor's sole cost and expense, commercial general liability insurance, including contractual liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; auto liability for \$1,000,000 combined single limit, workers compensation and employer's liability with limits of \$500,000; coverage for valuable papers in the care, custody or control of Vendor in the amount of \$100,000; professional liability insurance, including errors and omissions, in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; and a fidelity bond/crime coverage, including computer fraud coverage, in the amount of \$1,000,000. In the cases of all the aforesaid insurance policies, insurance shall be taken from a Category I insurance provider and shall include CLIENT as a beneficiary. Vendor shall provide proof of such insurance upon request and shall give ten (10) days written notice to CLIENT in the event of any termination, cancellation or material change in such insurance. Such insurance shall not derogate Vendor's indemnity obligations to CLIENT set forth in this Agreement. Further, approval or acceptance of such by CLIENT will not in any way represent that such insurance is sufficient or adequate to protect Vendor's interests or liabilities and such insurance coverage shall be considered the minimum acceptable coverage.
- 11.3. Independent Contractors. The parties are independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture or agency. Vendor shall be solely responsible for any taxes of any type, including central, state or local tax, employment, withholding or reporting tax, social security taxes, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other taxes or charges, provident fund, gratuity, bonus, workmen's compensation, employee state insurance, other employment law deductions, or private insurance, related to Vendor's or Vendor's personnel's receipt of compensation and performance under this Agreement. Vendor has withheld properly all federal, state and local employment taxes from the wages of its employees and otherwise has conducted and will conduct itself not as an individual or individuals but as a legal entity separate from the persons actually performing pursuant to this Agreement. In addition, Vendor agrees to inform all of its employees that they are employees solely of Vendor, and are not eligible to any of CLIENT' employee benefit plans, incentive, compensation or other employee programs or policies.
- 11.4. Compliance with Laws. Vendor and CHS shall each comply with all applicable federal, state, county, and local laws, orders, rules, ordinances, regulations, and codes (collectively "Laws") including, but not limited to, their respective obligations as an employer regarding the health, safety and payment of its employees. Each party's compliance shall also include identifying and procuring the required permits, certificates, approvals, and inspections in a Party' performance under this Agreement.
- 11.5. Choice of Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State

of Wisconsin, excluding its conflict of laws principles and excluding the Uniform Computer Information Transactions Act (UCITA) as may be enacted, amended, or modified by the various states. The exclusive jurisdictional venue for any proceedings involving this Agreement shall be held in Waupaca County, Wisconsin.

- 11.6. Non-Waiver. No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.
- 11.7. Section Headings. The section headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.
- 11.8. Notices and Demands. Except as otherwise provided herein, any notices or demands required by law or under the terms of this Agreement shall be in writing and addressed as set forth below. CLIENT or Vendor shall deliver such notices or demands by hand or by certified or registered mail or by electronic mail, and addressed as set forth below. All notices are effectively given on the date of delivery, whether that be by hand or by certified or registered mail, return receipt requested and in the case of electronic mail, one business day after being sent, delivery receipt requested. The parties may change their notice contact information at any time by giving thirty (30) days prior written notice to the other.

Notices to CLIENT:	With a copy to:
Attn: Office of the General Counsel	Attn: General Counsel
Email:	Email:

Notices to STAT Informatic Solutions:	With a copy to:
Attn: Brian Verhagen	Attn: General Counsel
c/o STAT Informatic Solutions, LLC	Reinhart Boerner Van Deuren s.c.
N2273 Butternut Rd	1000 North Water Street
Waupaca, WI 54981	Suite 1700
	Milwaukee, WI 53202

- 11.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 11.10. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall



be construed as if not containing such provision, and all other rights and obligations of the parties shall be construed and enforced accordingly.

- 11.11. Negotiated Terms. The provisions of this Agreement are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement or based on a party's undertaking of an obligation under this Agreement.
- 11.12. Use of Name and Publicity. Vendor will not use the name, logo, trademark, trade name, or other marks of CLIENT without CLIENT's prior written consent. CLIENT will not use the name, logo, trademark, trade name, or other marks of Vendor without Vendor's prior written consent.
- 11.13. Right to Offset. To the extent Vendor is required under this Agreement to pay any amounts to CLIENT, or to defend, hold harmless or indemnify CLIENT, CLIENT shall, in addition to whatever other remedies are available to CLIENT, have the right to offset against any fees owed by CLIENT under this Agreement the amount of any indemnification or other amount to which CLIENT is entitled under this Agreement.
- 11.14. Record Keeping and Audit. Vendor agrees to maintain accurate and complete records relating to the provision of Services purchased under this Agreement and Vendor's compliance with the provisions of this Agreement. Vendor agrees that, during the term of this Agreement and for a period of seven (7) years after the termination of this Agreement (or the applicable Work Order), CLIENT or its designee(s) may, at any time upon not less than ten (10) business days notice to Vendor, examine the books and records of Vendor related to Vendor's performance under this Agreement ("Audit"). Vendor shall cooperate fully with any such Audit(s) and shall provide all books, records, data and other documentation reasonably requested by CLIENT. CLIENT may make copies of such documentation. The Audit(s) shall be conducted during normal business hours, and at CLIENT's expense; provided however if such Audit reveals overcharges to CLIENT, Vendor shall bear the cost of such Audit. In addition to the above Audit obligations, Vendor shall provide CLIENT copies of the foregoing records and a status report in such detail as CLIENT shall reasonably require at such times and frequencies as CLIENT may request.
- 11.15. Entire Agreement. This Agreement (including its Exhibits and the Non-Disclosure Agreement), and any Work Orders placed hereunder shall constitute the entire agreement between CLIENT and Vendor. Any amendment or modification to this Agreement the Non-Disclosure Agreement or any duly executed Work Order placed hereunder shall not be valid, enforceable, or binding on the parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both parties and (ii) references this Agreement and any Work Order, if applicable, and identifies the specific sections contained therein which are amended or modified. No amendment or modification shall adversely affect vested rights or causes of action that have accrued prior to the effective date of such amendment or modification. The terms and conditions of the Non-Disclosure Agreement, Exhibits and any Work Order hereunder are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Vendor and CLIENT's forms (including without limitation shrink wrap

terms, terms on purchase orders or invoices) shall be binding on the parties. In the event of a conflict between this Agreement and Work Orders, the Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Agreement Effective Date.

Curae Health  
("CLIENT")  
Tu S Bm  
Authorized Signature  
Tim Brown  
Print Name  
CFO  
Title  
\_\_\_\_\_  
Date

STAT INFORMATIC SOLUTIONS, LLC  
("Vendor")  
B. J. Verhagen  
Authorized Signature  
Brian J. Verhagen  
Print Name  
President/CEO  
Title  
4/25/2017  
Date

# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05676 Batesville Regional Medical Center Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6731258)

**Claim No:** 20

*Status:*

STAT INFORMATIC

*Original Filed*

*Filed by:* AT

SOLUTIONS, LLC

*Date:* 01/16/2019

*Entered by:* MICHAEL DAVID

PO BOX 590627

*Original Entered*

JANKOWSKI

ORLANDO, FL 32859

*Date:* 01/16/2019

*Modified:*

Amount claimed: \$53648.45

*History:*

[Details](#) [20-1](#) 01/16/2019 Claim #20 filed by STAT INFORMATIC SOLUTIONS, LLC, Amount claimed: \$53648.45 (JANKOWSKI, MICHAEL )

*Description:*

*Remarks:*

### Claims Register Summary

**Case Name:** Batesville Regional Medical Center Inc.

**Case Number:** 3:18-bk-05676

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$53648.45
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
Secured		
Priority		
Administrative		