

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: October 9, 2018
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: October 16, 2018 at
2:00 PM Central Standard Time in Courtroom 2, 2nd Floor Customs House, 701
Broadway, Nashville, TN 37203.

NOTICE OF MOTION

PLEASE TAKE NOTICE that on September 18, 2018, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed their **MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO REJECT CHS CONTRACTS NUNC PRO TUNC TO SEPTEMBER 30, 2018 AND (II) GRANTING RELATED RELIEF** (the “**Motion**”), attached hereto.

PLEASE TAKE FURTHER NOTICE that if a response is timely filed, a hearing on the Motion will be held on **October 16, 2018 at 2:00 PM Central Standard Time** in Courtroom 2, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the Motion by entering the proposed final order, attached hereto, or if you want the court to consider your views on the Motion, then on or before **October 9, 2018**, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <<https://ecf.tnmb.uscourts.gov>>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE. If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. You may check whether a timely response has been filed by viewing the case on the court's website at <<https://ecf.tnmb.uscourts.gov>>. If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the Motion and may enter the attached final order granting that relief.

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Dated: September 18, 2018
Nashville, Tennessee

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

David E. Gordon (*Admitted Pro Hac Vice*)
Caryn E. Wang (*Admitted Pro Hac Vice*)
1201 West Peachtree Street NW
Atlanta, Georgia
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

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1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
DEBTORS TO REJECT CHS CONTRACTS EFFECTIVE AS OF
SEPTEMBER 30, 2018 AND (II) GRANTING RELATED RELIEF**

By this motion (the “**Motion**”), the above-captioned debtors and debtors in possession (the “**Debtors**”) seek entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), pursuant to sections 105(a) and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (a) authorizing the Debtors to reject certain executory contracts, effective as of September 30, 2018, and (b) granting certain related relief. In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Middle District of Tennessee (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

3. The statutory bases for the relief requested herein are sections 105(a) and 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

GENERAL BACKGROUND

4. On August 24, 2018 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with this Court commencing the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). The factual background regarding the Debtors, including their business operations, debt structure, and the events leading to the filing of the Chapter 11 Cases is set forth in detail in the *Declaration of Stephen N. Clapp, Chief Executive Officer of Curae Health, Inc., in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 49] and fully incorporated herein by reference.

5. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

6. On August 29, 2018, the Court entered an order authorizing the joint administration of the Chapter 11 Cases [Docket No. 59].

THE CHS CONTRACTS

7. The Debtors have identified certain executory contracts, attached to the Proposed Order as Exhibit 1 and Exhibit 2, that no longer provide meaningful value to the Debtors or their estates.

8. Through this Motion, the Debtors seek to reject two agreements by and between debtor Curae Health, Inc. (“**Curae**”) and CHSPSC, LLC (“**CHS**” or the “**Counterparty**”) entered into by Curae to assist with certain billing and collections and information technology services until the Debtors’ hospital facilities (the “**Facilities**”) could transition to their own services. All of the Facilities have transitioned and no longer require the services provided by

CHS. Clarksdale Regional Medical Center, Inc. (“**Clarksdale**”) was the last of the Facilities to transition to using its own services, and such transition was finalized in mid-September 2018.

9. Debtors seek to reject that certain Transition Services Agreement dated as of November 1, 2017, whereby CHS agreed to provide debtor Clarksdale certain transitional services, including billing, insurance follow-up, cash posting/balancing, refund processing, adjustments processing, vendor placements, charity management services, denial reporting, and appeal of billing related denials for a term of twelve (12) months (the “**Revenue TSA**”), attached to the Proposed Order as Exhibit 1.

10. Debtors also seek to reject that certain Information Technology Transition Services Agreement, dated as of May 1, 2017, whereby CHS agreed to provide certain information services to Debtors’ Facilities for a term of twelve (12) months, as subsequently amended by that certain First Amendment to Information Technology Transition Services Agreement, dated as of November 1, 2017, whereby Debtor and CHS agreed to extend the term through October 31, 2018 for Clarksdale (collectively, the “**IT TSA**”), attached as Exhibit 2 to the Proposed Order. The IT TSA together with the Revenue TSA shall be referred to herein as the “**CHS Contracts**”.

11. After reviewing the CHS Contracts and the services provided thereunder, the Debtors believe that such services are no longer needed, and rejection of the CHS Contracts effective as of September 30, 2018 will prevent the Debtors’ estates from incurring an unnecessary expense of approximately \$175,000 for the month of October. As such, the Debtors believe that rejecting and terminating the CHS Contracts effective as of September 30, 2018 is in the best interests of the Debtors’ estates.

RELIEF REQUESTED

12. By this Motion, the Debtors seek to reject and terminate the CHS Contracts effective as of September 30, 2018.

BASIS FOR RELIEF

A. Rejection of the Contracts is a Sound Exercise of the Debtor's Business Judgment

13. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a) (2017). Courts routinely approve motions to reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); *In re Evans Coal Corp.*, 485 B.R. 162, 167 (Bankr. E.D. Tenn. 2013); *In re Taylor*, 913 F.2d 102 (3d. Cir. 1990); *In re Buckhead America Corp.*, 180 B.R. 83 (Bankr. D. Del. 1995).

14. Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice."). The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See N.L.R.B. v. Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (noting that the "usual test for rejection of an executory contract is simply whether rejection would benefit the estate"), *aff'd*, 465 U.S. 513. Further, "[s]ection 365 enables the trustee to maximize the value of

the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not." *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000); *see also In re Register*, 95 B.R. 73, 74 (Bankr. M.D. Tenn. 1989); *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (section 365 of the Bankruptcy Code "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed").

15. The Debtors' rejection of the CHS Contracts is an appropriate exercise of their business judgment and will reduce the administrative burden on their estates. Pursuant to the terms of the CHS Contracts, the CHS Contracts will terminate on or before November 1, 2018. The CHS Contracts have no marketable value that could be generated through assumption and assignment. In addition, the Debtors' continued performance under the CHS Contracts would unnecessarily deplete value of the Debtors' estates in the amount of approximately \$175,000.00 because the Facilities no longer require the services provided under the CHS Contracts. Accordingly, the CHS Contracts are no longer necessary to the continued operation of the Debtors' businesses, and Debtors' decision to reject the CHS Contracts represents a sound exercise of their business judgment.

B. Claims Bar Date

16. The Counterparty may seek to assert a rejection damage claim under section 502 of the Bankruptcy Code, or other claims in connection with the CHS Contracts, and must do so in accordance with any claims bar date set by the Court.

17. The failure to file a timely claim by such bar date shall forever prohibit the Counterparty from receiving any distribution on account of such claims from the Debtors' estates or otherwise. The Debtors will give notice of such bar date to the Counterparty.

NOTICE

18. Concurrently with the filing of this Motion, the Debtors shall provide notice of this Motion to: (a) the Office of the United States Trustee for the Middle District of Tennessee; (b) Centers for Medicare and Medicaid Services; (c) State of Tennessee Department of Health Division of Licensure and Regulation Office of Health Care Facilities; (d) Mississippi State Department of Health; (e) counsel to the official committee of unsecured creditors established in these cases pursuant to Section 1102 of the Bankruptcy Code; (f) ServisFirst Bank and its counsel; (g) Midcap Financial Trust and its counsel; (h) CHS/Community Health Systems, Inc. and its counsel (i) all Tennessee local counsel having entered a notice of appearance in these cases; (j) the Internal Revenue Service; (k) the Tennessee Attorney General's Office; (l) the Mississippi Attorney General's Office; (m) the Tennessee Secretary of State; (n) the Counterparty; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. Service is being executed via the Court's CM/ECF system, email, hand delivery, and/or overnight mail.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order: (a) granting the relief sought herein; and (b) granting the Debtors such other and further relief as the Court may deem proper.

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Dated: September 18, 2018
Nashville, Tennessee

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

David E. Gordon (*Admitted Pro Hac Vice*)
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1201 West Peachtree Street NW
Atlanta, Georgia
Telephone: (404) 253-6000
Facsimile: (404) 684-6060
dgordon@polsinelli.com
cewang@polsinelli.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

**ORDER (I) AUTHORIZING THE DEBTOR TO REJECT CHS CONTRACTS
EFFECTIVE AS OF SEPTEMBER 30, 2018 AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to sections 105(a) and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) authorizing the Debtor to reject certain executory contracts *nunc pro tunc* to September 30, 2018, and (b) granting certain related relief, all as more fully set forth in the Motion; and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given pursuant to Local Rule 9013-1; and it appearing that no other or further notice of the Motion is required; and this Court having found that the relief requested by the Motion is in the best interests of the Debtors’

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth below.
2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, the CHS Contracts attached hereto as Exhibit 1 and Exhibit 2 are rejected and terminated by Debtor Curae Health, Inc., effective as of September 30, 2018.
3. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this order shall: (a) constitute an admission as to the validity or priority of any claim against the Debtors or (b) constitute a waiver of the Debtors' rights to dispute any claim.
4. Within two (2) business days after entry of this Order, the Debtors shall serve this Order on the Counterparty.
5. The Counterparty may file a claim under section 502 of the Bankruptcy Code or other claims in connection with the CHS Contracts in accordance with any claims bar date set by the Court, and the failure to file a timely claim by the claims bar date set by the Court shall forever prohibit such counterparty from receiving any distribution on account of such claims from the Debtor's estate unless this Court orders otherwise in accordance with the applicable provisions of the Bankruptcy Code and Rules of Bankruptcy Procedure or other legal precedent.
6. The Debtors are authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.
7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

This Order Was Signed And Entered Electronically As Indicated At The Top Of The First Page

APPROVED FOR ENTRY:

POLSINELLI PC

/s/ Michael Malone

Michael Malone
401 Commerce Street, Suite 900
Nashville, TN 37219
Telephone: (615) 259-1510
Facsimile: (615) 259-1573
mmalone@polsinelli.com

-and-

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cewang@polsinelli.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT 1

Revenue TSA

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is made and entered into as of November 1, 2017 (the “*Effective Date*”), by and between CHSPSC, LLC, a Delaware limited liability company (“*CHSPSC*”), and CURAE HEALTH, INC., a Tennessee nonprofit corporation (the “*Company*”).

RECITALS

WHEREAS, affiliates of CHSPSC and the Company are parties to an Amended and Restated Asset Purchase Agreement dated April 27, 2017 (the “*Purchase Agreement*”), pursuant to which, among other things, affiliates of the Company are purchasing substantially all of the assets of certain affiliates of CHSPSC which are used in the operation of Merit Health Northwest Mississippi (Clarksdale, Mississippi) (the “*Hospital*”).

WHEREAS, any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement; and

WHEREAS, to assist in the transition of the ownership of the Hospital to affiliates of the Company pursuant to the Purchase Agreement, the Company desires that CHSPSC provide, and CHSPSC is willing to so provide, the services described below, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Transition Services. During the Term (defined below), CHSPSC shall provide to the Company the services described on Exhibit A attached hereto (collectively, the “*Transition Services*”). All of the Transition Services shall be provided by employees of CHSPSC, except that CHSPSC may, upon notice to the Company, subcontract to third parties the provision of all or part of such services. This Agreement does not impose upon CHSPSC (and the Transition Services do not include) any obligation to file any documents, instruments or reports with a Government Entity on behalf of the Company, nor any obligation to certify to a Government Entity the accuracy of any document, instrument or report filed by the Company. The Company retains the sole responsibility for filing with appropriate Government Entities any documents, instruments or reports pertaining to its operations, and, where required, certifying the accuracy thereof. CHSPSC shall provide the Transition Services out of its Ft. Smith, Arkansas Shared Services Center, where the Transition Services are currently being performed. During the Term, CHSPSC shall have the right to provide Transition Services from another location under the control of CHSPSC.

2. Term. Unless earlier terminated as provided herein, the term of this Agreement (the “**Term**”) shall commence as of the Effective Date and shall terminate at midnight on the first anniversary of the Effective Date; provided, however, that the Term in respect of Centralized Coding Services shall not exceed sixty (60) days. Notwithstanding the foregoing, the Company may terminate or suspend from time to time any category of the Transition Services for any given Hospital by identifying in a notice to CHSPSC which Transition Service or category or categories of Transition Services the Company elects to terminate or suspend for which Hospital or Hospitals, in which event the fees pursuant to this Agreement will be adjusted accordingly.

3. Default. If either the Company or CHSPSC fails to perform its obligations in accordance with this Agreement, the non-breaching party may give the party in breach written notice of such failure and the party in breach shall have thirty (30) days from the date of such notice (the “**Cure Period**”) to cure such failure to the reasonable satisfaction of the non-breaching party. If the party in breach does not cure such failure within the Cure Period, then the non-breaching party, at its option, may terminate this Agreement.

4. Payment for Transition Services. As compensation for the Transition Services to be provided hereunder by CHSPSC, the Company agrees to pay CHSPSC the compensation set forth on Exhibit B, payable as provided therein.

5. Books and Records.

(a) Availability to Secretary and Others. If required by applicable law, CHSPSC agrees that until the expiration of four (4) years after the furnishing of services under this Agreement, it will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement, and if Vendor carries out any of its duties through a subcontract with a related organization involving a value or cost of \$10,000 or more over a twelve (12) month period, Vendor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available to the Secretary of Health and Human Services and the Comptroller General of the United States, and their duly authorized representatives, copies of such subcontract and all books, documents, and records necessary to certify the nature and extent of such costs. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision.

(b) Right to Inspect. The Company shall have the right, at its expense, during normal business hours and with reasonable advance notice, to review and photocopy CHSPSC's books and records that pertain directly to the fees payable to CHSPSC or the Transition Services provided hereunder.

6. Standard of Care; Limitation of Liability; Indemnity.

(a) CHSPSC will provide the Transition Services in good faith and with due care consistent with the care CHSPSC exercises in performing such Transition Services for itself and/or its affiliates. The Company acknowledges and agrees that CHSPSC does not regularly provide the Transition Services to third parties as part of its business, and CHSPSC does not otherwise warrant or assume any responsibility for its performance of the Transition Services. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CHSPSC MAKES NO REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, IMPLIED OR STATUTORY, WITH RESPECT TO THE TRANSITION SERVICES OR THE PROVISION THEREOF.

(b) CHSPSC shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by the Company or its affiliates or any third party (even if any such party has been advised of the possibility of such damages), whether based on contract, tort or any other legal theory, arising out of or related to this Agreement or the Transition Services provided hereunder. Notwithstanding anything contained herein to the contrary, any liability of CHSPSC under this Agreement shall in no event exceed the aggregate amount of fees paid to CHSPSC by the Company hereunder.

(c) The Company shall defend, indemnify and hold harmless CHSPSC and its directors, officers, employees, agents and affiliates from and against any and all losses, liabilities, claims and costs, including, but not limited to, reasonable attorneys' fees and legal costs arising from any lawsuits, administrative agency or other actions by third parties (collectively, "**Losses**") to which CHSPSC is subjected arising out of or attributed, directly or indirectly, to the performance or non-performance of any of the Transition Services under this Agreement. Notwithstanding the foregoing, the Company shall not be required to defend, indemnify and hold harmless CHSPSC and its directors, officers, employees, agents and affiliates in respect of any such Losses that have resulted from CHSPSC's fraud, intentional misconduct or gross negligence.

7. Force Majeure. Neither party shall be responsible for the performance of any of its obligations to the extent that it is delayed or hindered by warfare, riot, strike, lockout, boycott, act of God, natural calamity or any other cause beyond its reasonable control that cannot be overcome by reasonable diligence.

8. Compliance with Laws. Each party shall perform its obligations hereunder in material compliance with all applicable federal, state and local laws, ordinances and regulations.

9. Confidentiality.

(a) Definition. "Confidential Information" means all information, data and materials furnished or made available by one party to the other party in connection with this Agreement, including, without limitation, the identity of patients, the content of any medical records, financial and tax information, and information regarding Medicare and Medicaid claims submission and reimbursements.

(b) Obligation to Observe Confidentiality. The party receiving the Confidential Information (the “Receiving Party”) from the party who owns or holds in confidence such Confidential Information (the “Owning Party”) may use the Confidential Information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

(c) Protection. The Receiving Party shall not disclose any of the Confidential Information, except to those persons having a need to know for the purpose of performing its obligations or enforcing its rights under this Agreement. Each party shall take appropriate action, by instruction to or agreement with its affiliates, employees, agents and subcontractors, to maintain the confidentiality of the Confidential Information. The Receiving Party shall promptly notify the Owning Party in the event that the Receiving Party learns of an unauthorized release of Confidential Information.

(d) Exceptions. The Receiving Party shall have no obligation with respect to (i) Confidential Information made available to the general public without restriction by the Owning Party or by an authorized third party; (ii) Confidential Information known to the Receiving Party independently of disclosures by the Owning Party under this Agreement; (iii) Confidential Information independently developed by the Receiving Party; or (iv) Confidential Information that the Receiving Party may be required to disclose pursuant to subpoena or other lawful process; provided, however, that the Receiving Party notifies the Owning Party in a timely manner to allow the Owning Party to appear and protect its interests.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement, each party shall (a) immediately cease to use the other party’s Confidential Information, (b) return to the other party (or with the other party’s written consent, which shall not be withheld or delayed unreasonably, securely destroy) such Confidential Information and all copies thereof within ten (10) business days of the termination, unless otherwise provided in this Agreement, and (c) upon request, certify in writing to the other party that it has complied with its obligations set forth in this Section 9(e), unless otherwise provided in this Agreement.

(f) Availability of Equitable Remedies. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

10. Protected Health Information. CHSPSC shall use its best efforts to protect the confidentiality of all records of the Hospitals in accordance with the standards of all applicable local, state and federal laws and regulations relating to the records of the Hospitals, specifically including the privacy requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 and state requirements. CHSPSC shall comply with the Business Associate Agreement executed by the parties dated May 1, 2017 and incorporated herein (as amended or replaced from time to time as provided therein, the “**BAA**”).

11. Choice of Law.

(a) THIS AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY TO ENFORCE ANY TERM OR CONDITION OF THIS AGREEMENT.

(b) The parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of any federal or state court located in Tennessee and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 14.

12. Assignment. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

13. Patient Referrals. No part of this Agreement shall be construed to induce or encourage the referral of patients. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the Company and CHSPSC that the Company refer any patients to CHSPSC or any of its Affiliates. Additionally, no payment made under this Agreement shall be in return for the referral of patients or in return for the purchasing, leasing, or ordering of any products or services from the Company or any of its Affiliates.

14. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

The Company:

Attention: _____

With a simultaneous copy to:

Attention: _____

CHSPSC:

CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: President

With a simultaneous copy to:

CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: General Counsel

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

15. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

16. Independent Contractor. Each party shall perform its duties and obligations hereunder for the other party in the capacity of an independent contractor and not as an employee of such party. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between any of the parties hereto. Personnel supplied by CHSPSC hereunder, whether or not located on the Company's premises, are not the Company's employees or agents and shall not hold themselves out as such, and CHSPSC assumes full responsibility for their acts and for compliance with any applicable employment and tax laws with respect to such employees.

17. Waiver. Failure by any party at any time to exercise any right or remedy granted herein or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

18. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions (without the need to post bond or other security) to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

19. Entire Agreement/Amendment. This Agreement, including the BAA, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the parties hereto.

20. Execution of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

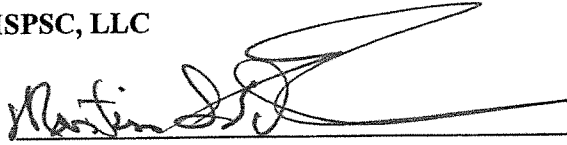
21. Interpretation with BAA. Any provision of this Agreement to the contrary notwithstanding, in the event of a conflict between the provisions of this Agreement and those of the BAA, the BAA shall control except to the extent that the provisions provide the greater protections for PHI (as defined therein).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

CHSPSC, LLC

By: _____



Title: _____
Martin G. Schweinhart
Executive Vice President
Administration

CURAE HEALTH, INC.

By: _____

Title: _____

Signature Page to
Transition Services Agreement

7/3844323.11

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

CHSPSC, LLC

By: _____

Title: _____

CURAE HEALTH, INC.

By: 

Title: President

Signature Page to
Transition Services Agreement

7/3844323.11

**EXHIBIT A
(INFORMATIONAL ONLY)
THE TRANSITION SERVICES**

The Transition Services specified below will not be provided to any of the clinics or other non-hospital operations.

1. CHSPSC will provide billing, insurance follow-up, cash posting/balancing, refund processing, adjustment processing, vendor placements, charity management services, denial reporting and appeal of billing related denials.
2. CHSPSC will use SSI's "Remote Billing" software to do the billing for the Company.
3. CHSPSC will use its clearing house to transmit the Company's claims to various payers. SSI manages CHSPSC's clearing house.
4. CHSPSC currently uses SSI to receive electronic remittances.
5. A new entity will be established in PULSE/DAR and any other software application for tracking the Company's accounts receivable. Any cost associated with setting up a separate entity will be passed on to the Company.
6. If the Company stays under CHSPSC's contract with RevSpring, CHSPSC will need to make certain changes, such as ensuring that the lock box address for remitting payments to RevSpring is updated to the new owner's information.
7. CHSPSC prefers to not provide payer underpayment/overpayment identification and collection. There are outside vendors that can provide that service.
8. The Hospital's case managers currently do the MAC Probe & Educate denials. CHSPSC's Centralized Appeals Unit (CAU) currently manages all Medicare RAC IP medical necessity denials.
9. The Hospital has McKesson ILE for registration scanning. CHSPSC will pass on any related costs.
10. The Hospital uses Gaffey ClaimIQ workflow tool to prioritize accounts requiring follow-up.
11. The Hospital is using vendors who do "deceased patient management" and "bankruptcy management". The Company would need to contract with both vendors to continue this service
12. The Hospital uses Crowe Horwath to work credit balances to determine what can be taken to income. CHSPSC will discontinue that service. If the Company is interested, the Company would need to contract directly with this vendor.
13. Education: Training on use of coding applications, coding workflow, management of coding, etc., not to exceed 20 total hours during the 60-day coding term. We will encourage a single webinar for multiple users or train the trainer.

**EXHIBIT B
TO
TRANSITION SERVICES AGREEMENT**

Costs of Transition Services for Shared Service Center – Revenue Cycle

	Vendor	Service	Average Monthly Fee	NOTES
1)	SSI	Monthly hosting and SSI fees	\$1,481.94	
2)	RevSpring	Statement Print & Mail, Pay on-line	\$3,641.70	Monthly allocation
3)	iSynergy	Document imaging/scanning	\$81.42	
4)	Revenue Cycle Pro	Annual license per user	\$87.50	Annual License Per User
5)	Rent	Rent for space per month	\$1,983.38	CHSPSC will be taking total headcount for the Shared Service Center and divide by total square footage of lease. Then, multiply the per FTE sq ft by the number of dedicated staff to the Company (based on hours worked)
6)	Utilities	Utilities average per month. This includes gas, electric, water and Iron Mountain	\$311.55	Monthly Allocation (of fixed amount)
7)	Staffing Allocation	Collection Services	\$55,218.80	Monthly Allocation
8)	Gaffey	ClaimIQ collection workflow tool	\$500.39	Monthly Allocation
9)	Supplies	Office supplies expense	\$350.90	Monthly Allocation
10)	Janitorial	Monthly Cleaning and cleaning materials	\$395.69	Monthly Allocation
11)	Networking	Phone/Internet Expense	\$1,305.60	Monthly Allocation
12)	Blue Jeans Video and Voice Conferencing Software	Purchased service software	\$81.42	Monthly Allocation
13)	Call Center	PASI patient call center	\$1,434.73	Monthly Allocation
14)	Postage	Pitney Bowes	\$1,281.88	Monthly Allocation
15)	Recondo	Claim Status	\$491.53	Monthly Allocation
16)	McKesson	Software Maintenance	\$1,571.95	Monthly Allocation
17)	SCI	Scheduling	\$4,100	Monthly Allocation
18)	PLU	Third Party Liability - PASI	15%	Contingency Rate

B-1

Estimated Costs of Continued Coverage for Centralized Coding and Analysis

Service	Discontinue	Continue
Centralized Coding		\$25,000 per month
Coding Education		\$45/hour

EXHIBIT 2

IT TSA

INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT

THIS INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is made and entered into effective as of _____, 2017 (the “*Effective Date*”), by and between CHSPSC, LLC, a Delaware limited liability company (“*Vendor*”), and CURAE HEALTH, INC., a Tennessee nonprofit corporation (“*Authorized User*”).

RECITALS

Affiliates of Vendor and Authorized User are parties to an Amended and Restated Asset Purchase Agreement dated March __, 2017 (the “*Purchase Agreement*”), pursuant to which, among other things, affiliates of Authorized User are purchasing substantially all of the assets of certain affiliates of Vendor which are used in the operation of Merit Health Batesville (Batesville, Mississippi), Merit Health Gilmore Memorial (Amory, Mississippi), and Merit Health Northwest Mississippi (Clarksdale, Mississippi), together with certain related businesses, including physician clinics and ancillary services (collectively referred to as the “*Facilities*”).

Vendor, either directly or through third parties, provides a variety of information services used by the Facilities.

To assist in the orderly transition of the management and operation of the Facilities following the Effective Date, Vendor will continue to provide Information Services (defined below) to the Facilities in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. INFORMATION SERVICES

1.1 Information Services. Vendor hereby grants and Authorized User hereby accepts the right to use and obtain the Information Services (defined herein) in connection with Authorized User’s or its affiliates’ operation of the Facilities during the term of this Agreement. For purposes of this Agreement, “*Information Services*” shall mean those certain information services described on Schedule 1 attached hereto and incorporated herein by this reference. From time to time, Vendor may offer to perform and Authorized User may request Vendor to perform certain new activities for Authorized User (similar to, but not included in the Information Services provided hereunder), which Authorized User may purchase at its discretion (the “*Additional Services*”). These Additional Services may require Authorized User to pay additional fees, purchase additional equipment or communications lines or license additional software, all of which shall be disclosed in writing when Vendor proposes or responds to Authorized User’s request for Additional Services. Vendor shall respond to Authorized User’s request for Additional Services within ten (10) days after Authorized User’s written request. Authorized User shall not be obligated to accept any Additional Services except to the extent that Authorized User authorizes Vendor in writing to perform the Additional Services. Additional Services may include a patient portal, CPOE, patient education and others to ensure compliance

with Meaningful Use regulations and ICD-10 regulations. Vendor's centralized computer processors and systems are referred to herein as the "**Data Center System.**" Vendor shall use its best efforts to provide the Information Services with the same scope, quality and timeliness as Vendor historically provided such services to the Facilities prior to the Effective Date and in a manner that is substantially similar in quality and timeliness to any comparable services provided for Vendor's own facilities. Vendor agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Information Services in accordance with the standards set forth in the preceding sentence.

1.2 Scope of Services. Authorized User and its affiliates may receive and use the Information Services solely for purposes of Authorized User's or its affiliates' operation of the Facilities. Authorized User, its affiliates, and their respective contractors may access and use the Data Center System only from the computer equipment at the Facilities' various current locations or at other locations under Authorized User's or its affiliates' control and only utilizing the Supported Software Applications (as defined herein). Authorized User's and its affiliates' receipt and use of the Information Services shall conform in all material respects to the procedures, requirements and limitations set forth in this Agreement.

1.3 Supported Software Applications. Schedule 1 sets forth a list of the Information Services that are software applications used in connection with the operation of the Facilities for which Vendor will provide support pursuant to this Agreement (the "**Supported Software Applications**"). Vendor is not responsible and accepts no liability or accountability for the actions, results or performance of any third party licensor or vendor of the Supported Software Applications (such third party licensors or vendors are referred to herein as "**Software Application Vendors**").

1.4 Data Confidentiality, Integrity, and Availability Measures. In connection with the Information Services provided under this Agreement, Vendor and Authorized User shall implement reasonable and appropriate physical, technical, administrative safeguards, including, without limitation, utilizing appropriate hardware and software necessary to monitor, maintain and ensure the confidentiality, integrity, and availability of Authorized User's and Vendor's data. Virus-detection and protection software is a core service provided by Vendor pursuant to this Agreement. If Authorized User determines that: (a) a virus has been introduced into the Supported Software Applications, or (b) the confidentiality, integrity, or availability of the data has been compromised or (c) unauthorized access to the data has occurred, it will promptly notify Vendor and Vendor shall use best efforts to eradicate the virus or otherwise resolve the applicable issue as promptly as reasonably practicable. Without limiting any obligation of Vendor under the BAA (as hereinafter defined), Vendor shall notify Authorized User of any virus, breach, or suspected breach as soon as is reasonably possible after Vendor first becomes aware of the issue.

1.5 Protected Health Information. Vendor shall protect the privacy and security of all patient records in accordance with the standards of all applicable local, state and federal laws and regulations relating to the patient records, specifically including the privacy and security requirements of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 and state requirements. Vendor shall comply with the Business Associate Agreement provisions attached and incorporated herein as Schedule 2 (as amended or replaced from time to time as provided therein, the "**BAA**").

2. TERM.

2.1 Term. This Agreement shall remain in effect for a period of twelve (12) months after the Effective Date, unless sooner terminated in accordance with the provisions hereof. This Agreement may be extended beyond the initial term only upon mutual agreement of Authorized User and Vendor. The fees and services to be provided during any such extension period may be different than those specified in this Agreement.

2.2 Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party commits a breach of this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is provided by the nonbreaching party to the breaching party. The foregoing notwithstanding, the cure period shall be ten (10) business days for payment defaults.

2.3 Termination Without Cause. Authorized User may terminate this Agreement without cause at any time during the term of this Agreement upon thirty (30) days prior written notice to Vendor. Authorized User may terminate Information Services to one or more Facilities, without cause, at any time during the term of this Agreement upon thirty (30) days' prior written notice to Vendor, in which event the aggregate Information Services Fee will be adjusted accordingly. The estimated adjustment in the Information Services Fee by Hospital is set forth in the Addendum to Schedule 3. Any termination of Information Services to one or more Facilities shall not terminate this Agreement with respect to Information Services then being provided to other Facilities pursuant to this Agreement. From time to time, Authorized User may request Vendor to terminate any given Information Service to one or more Facilities. Authorized User shall provide Vendor with a detailed list of the specific Information Services that Authorized User wants to terminate so that Vendor can evaluate the impact of termination upon the Information Services then being provided to the Facility. Vendor shall respond to Authorized User's request for termination of any given Information Service within thirty (30) days after Authorized User's written request. If the request is approved by Vendor, then the aggregate Information Services Fee will be adjusted accordingly.

2.4 Information Transfer Rights. Prior to and for up to 60 days after termination of this Agreement, Vendor shall cooperate with Authorized User as reasonably requested in transferring any information or data from the Supported Software Applications to Authorized User's successor systems; provided, however, that such time shall be extended to the extent that Vendor fails to so cooperate or that such transfer is delayed due to the acts or omissions of a third-party vendor of a Supported Software Application. Thereafter, Vendor shall have no obligation to retain any such data following termination of this Agreement. All reasonable costs and expenses incurred by Vendor pursuant to this Section 2.4 shall be reimbursed by Authorized User at Vendor's direct costs depending upon when and how fast such assistance is required (giving consideration to the availability of internal versus external resources).

3. INFORMATION SERVICE FEES, EXPENSES, TAXES

3.1 Information Service Fees. Authorized User shall pay to Vendor information service fees in the amounts and on the payment terms provided in Schedule 3 (Section 1 thereof), attached hereto and incorporated herein by this reference (the "*Information Service Fee*").

Vendor will invoice Authorized User by the fifteenth (15th) day of each month for the upcoming month's services. Authorized User shall remit payment in full of all amounts not disputed in good faith to Vendor no later than the date which is thirty (30) days after the date of receipt by Authorized User of each such invoice. If the Effective Date is other than the first day of any calendar month, Authorized User shall pay Vendor a prorated Information Service Fee for the first and last partial calendar month of the Agreement (such proration shall not apply to the Vendor Expenses as such term is defined in Schedule 3 (Section 2 thereof)). The service fees for the first month shall be due upon acceptance of this Agreement.

3.2 Expenses. Authorized User shall reimburse to Vendor all pre-approved sums paid and all pre-approved reasonable and necessary out of pocket expenses incurred by Vendor on behalf of Authorized User in connection with this Agreement, as more particularly described in Schedule 3 (Section 2 thereof), including any amounts required in order for Vendor to obtain any approvals, consents, sublicenses and/or other rights of third parties in order to permit Vendor to provide the Information Services as contemplated herein. In the event Vendor is unable to obtain such approvals, consents, sublicenses and/or other rights of third parties with respect to software primarily used in the Information Services, Authorized User shall procure licenses to such software or for the provision of such services. Authorized User shall reimburse Vendor for all freight charges incurred by Vendor on behalf of Authorized User in connection with this Agreement at Vendor's costs.

3.3 Taxes. Authorized User shall pay all sales, use and personal taxes, or payments in lieu of taxes, however levied or assessed, arising from this Agreement; provided, however, that if Authorized User notifies Vendor in writing that Authorized User is exempt from paying applicable state, county, city, or other local sales or use taxes and delivers to Vendor a copy of Authorized User's tax exemption certificate or other evidence reasonably satisfactory to vendor demonstrating such exemption, Vendor shall not collect and pay such taxes on Authorized User's behalf except pursuant to an order from a court of competent jurisdiction or notice from such taxing authority; and provided, further, that Vendor shall pay all taxes assessed in connection with taxes or payments in lieu of taxes based upon the net income of Vendor.

4. USE OF THE DATA CENTER SYSTEM AND SUPPORTED SOFTWARE APPLICATIONS.

4.1 Rights in Data Center System and Supported Software Applications. Authorized User shall obtain no rights in the Data Center System or the Supported Software Applications other than the rights to use them in a manner consistent with the manner used by Facilities prior to the Effective Date. Authorized User shall receive no title to or proprietary right or interest in the Data Center System or the Supported Software Applications as a result of this Agreement, including, without limitation, all systems, programs, operating instructions and other documentation relating to the Data Center System or the Supported Software Applications and any derivatives thereof.

4.2 Supported Software Applications Access. Any maintenance or support shall be through Vendor's helpdesk on substantially the same basis as such services are provided to other facilities by Vendor. Vendor agrees to continue operational support of the Supported Software Applications for the term of this Agreement in the same manner and with the same scope, quality and timeliness as Vendor historically provided such support to the Facilities prior to the Effective

Date and in a manner that is substantially similar in quality and timeliness to any comparable services provided to other facilities by Vendor. Both parties recognize that Software Application Vendors are responsible for service and support for their respective applications and, therefore, Vendor is not liable, responsible or accountable for the Software Application Vendors' services and support. Authorized User hereby waives any claims against Vendor resulting solely from the acts or omissions of the Software Application Vendors. Vendor shall work with Software Application Vendors on a best efforts basis to resolve any issues reported by Authorized User. Authorized User shall not copy (except with regard to backups made in the ordinary course of operations), decompile or otherwise reverse engineer the Supported Software Applications. Upon termination or expiration of this Agreement, Authorized User's access to the Supported Software Applications and use of the Data Center System shall be discontinued and Authorized User shall return all related documentation to Vendor and shall certify to Vendor in writing that Authorized User has divested itself of all ability to implement and access the Supported Software Applications. Without Authorized User's prior written consent, during the term of this Agreement, Vendor shall not breach, terminate, or make any material modifications to any licenses, sublicenses or agreements (collectively, the "**Vendor Agreements**") with any Software Application Vendors to the extent such terminations or modifications would adversely impact the provision of the Information Services in accordance with this Agreement.

4.3 Updates. From time to time, Vendor may, but is not obligated to, update the Supported Software Applications or provide updates received by the Vendor for Supported Software Applications at no charge to Authorized User. Vendor specifically reserves the right to exclude Authorized User from any regularly scheduled upgrades or other improvements to hardware or Supported Software Applications. The foregoing notwithstanding, Vendor promptly shall install (as to Supported Software Applications hosted by or on behalf of Vendor) or provide to Authorized User (as to Supported Software Applications installed on Authorized User's or its affiliates' equipment) any updates or patches received by the Vendor that address malfunctions or defects that significantly adversely affect use of the Supported Software Application, information security vulnerabilities, or regulatory changes.

4.4 Interfaces with Authorized User's Other Systems. Authorized User may, upon prior written notice to and approval by Vendor (not to be unreasonably withheld), utilize other vendors of computer systems requiring interface with the Data Center System and Supported Software Applications, provided such other vendors agree to follow Vendor's acceptable use policies, which Vendor shall provide to Authorized User upon request from time to time. Nothing herein shall require Vendor to provide programming support in respect to such interfaces; however, in the event Authorized User requests, and Vendor agrees to provide, such programming support, Vendor shall be reimbursed by Authorized User at Vendor's costs depending upon when and how fast such assistance is required (giving consideration to the availability of internal versus external resources). Except as provided in this paragraph, Vendor shall have no obligation to provide Information Services for systems provided by a person other than Vendor or a vendor preferred by Vendor, except to the extent Vendor historically provided such Information Services to the Facilities prior to the Effective Date. All such excluded services shall be Authorized User's responsibility and cost.

5. BOOKS AND RECORDS.

5.1 Availability to Secretary and Others. If required by applicable law, Vendor agrees that until the expiration of four (4) years after the furnishing of services under this Agreement, Vendor will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement, and if Vendor carries out any of its duties through a subcontract with a related organization involving a value or cost of \$10,000 or more over a twelve (12) month period, Vendor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available to the Secretary of Health and Human Services and the Comptroller General of the United States, and their duly authorized representatives, copies of such subcontract and all books, documents, and records necessary to certify the nature and extent of such costs. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision.

5.2 Right to Inspect. Authorized User shall have the right, at its expense, during normal business hours and with reasonable advance notice, to review and photocopy Vendor's books and records that pertain directly to the accounts of Authorized User, the fees payable to Vendor under this Agreement or the goods and services provided by Vendor hereunder. Authorized User specifically agrees that all such information shall be Confidential Information (as defined in Section 8.1) and shall be treated as provided in Section 8.

6. LIMITATION OF LIABILITY; INDEMNIFICATION.

6.1 Infringement. Should the Supported Software Applications and/or the Information Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, Vendor's sole liability shall be, at its option, to procure the right to use the Supported Software Application and provide the Information Services free of such liability or to replace or modify the Supported Software Application and the Information Services to make them non-infringing and to not charge Authorized User for the cost of any necessary training and interfaces necessary for transition to such non-infringing Supported Software Application and/or Information Services.

6.2 Limitations of Liability. IN THE EVENT OF DELAYS, ERRORS OR OMISSIONS IN PROCESSING OR IN PROVIDING OR FAILING TO PROVIDE ANY OTHER SERVICES PROVIDED BY VENDOR HEREUNDER, VENDOR SHALL CORRECT SUCH ERRORS OR OMISSIONS, TO MAKE SUCH SERVICES AVAILABLE AND/OR RESUME PERFORMING SUCH SERVICES AS PROMPTLY AS REASONABLY PRACTICABLE AND AT NO ADDITIONAL CHARGE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (COLLECTIVELY, "*INDIRECT DAMAGES*") ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR ANY INDIRECT DAMAGES ARISING

WITH RESPECT TO A LOSS OF DATA OR BUSINESS INTERRUPTION. THE FOREGOING SHALL NOT AFFECT ANY LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH A LOSS OF DATA OR BUSINESS INTERRUPTION.

6.3 Exceptions. Notwithstanding the foregoing, the limitations of liability shall not apply to (i) the indemnification obligations set forth in this Section 6, (ii) breach of the confidentiality provisions set forth in Section 8 hereof or (iii) any act or omission that constitutes fraud, willful or wanton misconduct, gross negligence or other egregious conduct.

6.4 General Indemnification. Authorized User shall indemnify and hold harmless Vendor and its affiliates from and against any loss, damage or liabilities (including, without limitations, attorneys' fees) resulting from claims, actions or lawsuits ("**Losses**") asserted by or on behalf of third parties or which result from governmental action or are otherwise asserted against any of them only to the extent that such Losses are determined by a judgment of a court that is binding, final and not subject to review on appeal to have resulted primarily from Authorized User's fraud, willful misconduct, negligence, or breach of the confidentiality provisions set forth in Section 8 hereof. Vendor shall indemnify and hold harmless Authorized User and its affiliates from and against any Losses asserted by or on behalf of third parties or which result from governmental action or are otherwise asserted against any of them only to the extent that such Losses are determined by a judgment of a court that is binding, final and not subject to review on appeal to have resulted primarily from Vendor's fraud, willful misconduct, negligence, or breach of the provisions set forth in Section 8 hereof or any breach of the BAA.

7. WARRANTIES AND DISCLAIMERS.

7.1 Vendor's Efforts. Vendor, in the provision of the Information Services, shall perform and provide such Information Services in a professional, timely and workmanlike manner.

7.2 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VENDOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE INFORMATION SERVICES, THE SUPPORTED SOFTWARE APPLICATIONS AND THE DATA CENTER SYSTEM, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT ANY EQUIPMENT OR THIRD PARTY SOFTWARE EXCEPT TO THE EXTENT SET FORTH IN THE PURCHASE AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AUTHORIZED USER ASSUMES ALL RESPONSIBILITY FOR CONVERSION OF THE SUPPORTED SOFTWARE APPLICATIONS FROM VENDOR'S SYSTEM TO AUTHORIZED USER'S SUCCESSOR SYSTEMS. THIS INCLUDES BUT IS NOT LIMITED TO THE DESIGN OF THE CONVERSIONS, DEVELOPMENT OF THE PROCESSES TO SUPPORT THE CONVERSION, TESTING OF THOSE PROCESSES, IMPLEMENTATION OF THE CONVERSION AND AUDIT ABILITY OF THE RESULTS NECESSARY TO DETERMINE THE SUCCESS OF THE CONVERSION.

8. CONFIDENTIALITY.

8.1 Definition. “*Confidential Information*” means all information, data and materials furnished or made available by one party to the other party in connection with this Agreement, including, without limitation, the identity of patients, the content of any medical records, financial and tax information, information regarding Medicare and Medicaid claims submission and reimbursements, the object and source codes for the Supported Software Applications, the documentation, and such other information constituting the Data Center System and the Supported Software Applications.

8.2 Obligation to Observe Confidentiality. The party receiving the Confidential Information (the “*Receiving Party*”) from the party who owns or holds in confidence such Confidential Information (the “*Owning Party*”) may use the Confidential Information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

8.3 Protection. The Receiving Party shall not disclose any of the Confidential Information except to those persons having a need to know for the purpose of performing its obligations or enforcing its rights under this Agreement. Each party shall take appropriate action, by instruction to or agreement with its affiliates, employees, agents and subcontractors, to maintain the confidentiality of the Confidential Information. The Receiving Party shall promptly notify the Owning Party in the event that the Receiving Party learns of an unauthorized release of Confidential Information.

8.4 Exceptions. The Receiving Party shall have no obligation with respect to:

(a) Confidential Information made available to the general public without restriction by the Owning Party or by an authorized third party;

(b) Confidential Information known to the Receiving Party independently of disclosures by the Owning Party under this Agreement;

(c) Confidential Information independently developed by the Receiving Party;
or

(d) Confidential Information that the Receiving Party may be required to disclose pursuant to subpoena or other lawful process; provided, however, that the Receiving Party notifies the Owning Party in a timely manner to allow the Owning Party to appear and protect its interests.

8.5 Return of Confidential Information. Upon the termination or expiration of this Agreement, each party shall (a) immediately cease to use the other party’s Confidential Information, (b) return to the other party (or with the other party’s written consent, which shall not be withheld or delayed unreasonably, securely destroy) such Confidential Information and all copies thereof within ten (10) business days of the termination, unless otherwise provided in this Agreement, and (c) upon request, certify in writing to the other party that it has complied with its obligations set forth in this Section 8, unless otherwise provided in this Agreement.

8.6 Availability of Equitable Remedies. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

8.7 Reasonable Assistance. Each party agrees to provide reasonable assistance and cooperation upon the reasonable request of the other party in connection with any litigation against third parties to protect the requesting party's Confidential Information, provided that the party seeking such assistance and cooperation shall reimburse the other party for its reasonable out-of-pocket expenses.

9. MISCELLANEOUS.

9.1 Independent Contractor. Vendor, in performance of this Agreement, is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. Personnel supplied by Vendor hereunder, whether or not located on Authorized User's premises, are not Authorized User's employees or agents and shall not hold themselves out as such, and Vendor assumes full responsibility for their acts and for compliance with any applicable employment, worker's compensation and tax laws with respect to such employees. Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties.

9.2 Force Majeure and Manner of Service. If any party's performance is prevented, hindered or delayed by reason of any cause(s) beyond such party's reasonable control which cannot be overcome by reasonable diligence, including, without limitation, war, labor disputes, civil disorders, governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuance of such cause(s); and such party's obligations hereunder shall be excused so long as and to the extent that such cause(s) prevent or delay performance.

9.3 Survival. Termination of this Agreement shall not affect the rights and obligations of the parties hereunder for any of their respective acts or omissions prior to or on the date of such termination. After the effective date of such termination, only Sections 2.4, 5, 6, 8, 9.3, 9.4, 9.5 and 9.11 shall continue to be in full force and effect.

9.4 Legal Fees and Costs. In the event a party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

9.5 Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflict of laws principles.

9.6 Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal

representatives, successors, and assigns. No party may assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld; provided, however, that any party may, without the prior written consent of the other parties, assign its rights and delegate its duties hereunder to one or more affiliates of such party.

9.7 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Vendor: CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: President

With a simultaneous copy to: CHSPSC, LLC
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attention: General Counsel

Authorized User: _____

Attention: _____

With a simultaneous copy to: _____

Attention: _____

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

9.8 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

9.9 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

9.10 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

9.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

9.12 Exclusion from Participation. Vendor hereby represents and warrants to Authorized User that neither it nor any of its officers, directors, employees, agents, subcontractors or others performing Information Services (collectively, "*Vendor Parties*") under this Agreement has been excluded from participation in any applicable Federal or State health benefits program (including, without limitation, Medicare or Medicaid). Vendor shall promptly notify Authorized User in writing if any Vendor Party becomes excluded from program participation. Notwithstanding any other provision of this Agreement to the contrary, Authorized User shall have the right to terminate, without further liability, this Agreement upon the exclusion or sanction of any Vendor Party from any such program

9.13 Further Assurances. Each party, upon reasonable request from the other party, will from time to time during the term of this Agreement, take all actions and execute and deliver all such instruments and documents as may be reasonably requested to carry out the intent of this Agreement.

9.14 Entire Agreement/Amendment. This Agreement, including the BAA, supersedes all previous contracts or understandings and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter, and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

9.15 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

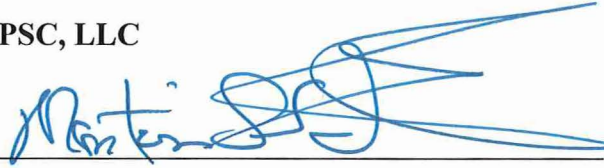
9.16 Interpretation with BAA. Any provision of this Agreement to the contrary notwithstanding, in the event of a conflict between the provisions of this Agreement and those of the BAA, the BAA shall control except to the extent that the provisions provide the greater protections for PHI (as defined therein).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

CHSPSC, LLC

By: _____

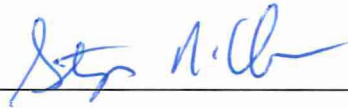


Title: _____

Martin G. Schweinhart
Executive Vice President
Administration

CURAE HEALTH, INC.

By: _____



Title: _____

**SCHEDULE 1
TO
INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT**

Information Services

Services and products which are excluded:

- a) Hospital Internet site
- b) Taleo HR Recruiting
- c) HPG contracts migrates off 90 days after acquisition
- d) 3M360 provides contract support for 90 days post-closing. Vendor to facilitate third party assistance for continued contract assistance.
- e) The third party providing the LHR data extract requires a separate agreement. Vendor to assist as required.
- f) Compliance 360 (C360) requires a separate agreement with the Authorized User. Vendor to facilitate third party assistance as needed.
- g) Use of the Event Reporting System (ERS) will not constitute Patient Safety Work Product (PSWP), will not be used as a Patient Safety Evaluation System (PSES), and the Facilities will not be a participant with CHS PSO, LLC as of the Effective Date.

The Information Services shall consist of the following services:

System Cost and Invoicing Process:

- 1. Central Support Labor:
 - a. Central services such as helpdesk, network support, data center support, product support and other regular support services are charged as on a percentage basis.
 - b. Fees for these services a based on prior year net revenue of this purchased hospital as a percent of total net revenue. The fractional part of services are charged as part of this agreement.
- 2. Corporate Bills:
 - a. Many vendors submit a single invoice to Vendor for combined services for all hospitals.
 - b. These combined invoices are allocated to hospitals based on the same percent of net revenue calculation.
 - c. Other vendors submit invoice to Vendor on a hospital level. In that case hospital specific amounts are charge through this agreement.
 - d. There are a few vendors that send annual maintenance fees to Vendor for distribution to hospitals and send individual invoices to hospitals based on usage.

3. Direct Bills to Hospital:
 - a. Based on specific vendor and previous choices made by hospital, invoices may go directly to the hospital.
 - b. Hospital has been paying many IT invoices locally through local AP. These invoices will continue to be sent to the hospital and are not duplicated in above fees.
 - c. Direct hospital invoices must continue to be paid by Authorized User in order to ensure all service continue.
4. Applications Provided:
 - 4.1 Pulse / DAR regular processing capabilities for registration, clinical orders, charging, billing, and collections.
 - a. Reports included with billing systems
 - i. Billing errors / holds / waits (SSI reporting)
 - ii. Daily Cash Report
 - iii. Administrative operating summary report with high level revenue and AR statistics
 - iv. Aged Trial Balance
 - v. Denials report
 - vi. Discharge Not Final Billed report
 - b. Electronic claims billing and electronic remittances (SSI)
 - c. Managed Care System (Review)
 - d. HIM coding (Meta HIM Management and 3M)
 - e. Physician Medical Access Portal (MAP)
 - f. Collaborative Care System (Case/Resource Management)
 - g. Dietary system (Pulse DOE)
 - 4.2 Financial Applications:
 - a. General Ledger
 - b. Accounts Payable
 - c. Ultipro and Kronos (time and attendance)
 - d. Materials Management (McKesson Pathways)

- e. Standard Data Extracts
- f. AP Check Writing
- 4.3 Core Regulatory Systems:
 - a. Clinical Documentation – PULSE
 - b. Public Reporting – PULSE / DAR
- 4.4 Departmental Transaction Applications:
 - a. Pharmacy system (McKesson Horizon Med Manager, AcuDose-Rx)
 - b. Radiology system (GE RIS)
 - c. Laboratory system (Softlab)
 - d. Surgery – locally purchased and hosted
 - e. MedHost EDIS system with Edge Dashboard views
 - f. Ticket tracking- (Service Now)
 - g. McKesson Horizon Patient Folder (Electronic Medical Record)
- 4.5 Regulatory Systems:
 - a. CPOE – (Patient Keeper)
 - b. Bar code medication administration – (PSS)
 - c. Patient Education – (Krames)
 - d. Patient Portal – (MedHost)
- 4.6 Special Services:
 - a. Patient Statements – printed and mailed by 3rd party (extract services only)
 - b. HR Employee Benefit Services – extracts from CHS14 systems will be submitted to external benefits administrator (extract services only)
 - c. Retirement / 401k extract to administrator (extract services only)
 - d. Collection Agency Connections: (extracts and interfaces only)
 - i. Eligibility agency

- ii. Early Out collection agency
 - iii. Primary Collection agency
 - iv. DRG PACT agency
- e. Telecommunication link to internet and system services
- f. Software Maintenance –
 - i. Any non-Pulse/DAR application will require software maintenance
- g. Chagemaster Update – required updates

Special Services:

A firewall and virtual router will be implemented to mitigate risk; however, Vendor makes no representation or warranty regarding the performance of this equipment or otherwise. The firewall technology will be owned and managed by CHSPSC, LLC Information Security. This device will be installed prior to the Effective Date, and is to be returned to CHSPSC, LLC upon the expiration or termination of the Agreement.

The AD Controller is a virtual device installed at the facility level, available to the Authorized User throughout the term of the Agreement. Prior to the expiration or termination of the Agreement, Vendor will assist Authorized User in migration of accounts from the AD Controller in order to terminate all access to Vendor accounts.

Physician Clinics: System Functionality:

- Athena Clinical Documentation and Athena Collector are not covered in this agreement.
- Athena sells their software in a “software as a service” approach and does not license.
- As such Athena functionality cannot be partially assigned to Authorized User.
- Vendor has purchased centralized collection services from Athena and Vendor fees are based on collection amounts. Therefore these services will need to be contracted directly from Athena to Authorized User.
- As part of the Information Services, view only access will be provided to historical clinical information within the Athena Clinical Documentation application for a limited time period.
- Vendor will assist Authorized User in submitting an export request to Athena to receive a PDF download of all historical clinical information.
- If Vendor is requested to assist Authorized User in a build of new table space for Authorized User, Vendor will provide an estimate of cost, Authorized User will review / approve / create PO, then Vendor will schedule work and provide an ECD. Any Vendor assistance with the build of a new table space will only include Athena Collector. Authorized User must contract directly with Athena for the Athena Clinical documentation build.

Chargemaster (CDM) Limitations:

- The Vendor proprietary program to manage CDM (CAPS) is not a service which is available to Authorized Users.
- Effective as of the divestiture date, the CAPS program will be disabled / removed and security will migrate to the standard MedHost functionality.
- Authorized Users will have the ability to maintain pricing and charge codes to their standards. Divested facilities with standardized clinical systems (e.g. Cerner) should maintain the local CDM in accordance with the clinical standard.
- Vendor will apply quarterly/annual national code set updates as received by MedHost (e.g. modifiers, CPT Codes, revenue codes). This update does not include any resulting updates that Vendor makes to its standard CDM.

Release of Information:

- All documents which make up legal medical record components are stored in McKesson Horizon Patient Folder. This information is available in PDF format.
- Authorized User will contract through the selected third party to receive the HPF data extract at the end of the Agreement. Previous quotes have been between \$30-\$40,000 for this service per facility.

Application Shut-Down Process:

- After Agreement termination, Vendor reserves the right to come on-site and conduct an application and hardware maintenance shut-down procedure.
- After Authorized User has converted all applications to internal systems, Vendor will conduct an audit of all applications.
 - If an application has been deemed by Authorized User to be retained and continue operations, Vendor will work with application vendor to assign licenses and establish direct maintenance agreement with application vendor. Software maintenance fees will be stopped to Vendor.
 - If an application is deemed to be discontinued, Vendor will communicate shut down process with application vendor conducting all required shut down procedures as specified in application vendor contract. These may include erasing all components of application from servers and back-up devices.
- Vendor will conduct an audit of all hardware to ensure all hardware to be returned post termination is properly decommissioned and returned to Vendor, unless such hardware is an Asset under the Purchase Agreement.
- If any hardware is included in Purchase Agreement, Vendor hardware maintenance contracts will be terminated and Authorized User will establish direct maintenance agreements with appropriate hardware vendors unless the relevant Vendor agreement has been assigned to Authorized User under the Purchase Agreement.

**SCHEDULE 2
TO
INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT

BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“**Agreement**”) dated _____, 2017 (the “**Effective Date**”), is entered into by and between **Curae Health, Inc.**, a Tennessee nonprofit corporation (on behalf of, and together with, its affiliates that operate the Facilities, as defined in the Services Arrangements, “**Covered Entity**”), and **CHSPSC, LLC**, a Delaware limited liability company (“**Business Associate**”), each a “**Party**” and collectively, the “**Parties**.”

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), the U.S. Department of Health & Human Services (“**HHS**”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Standards**”), security standards for the Protection of Electronic Protected Health Information (the “**Security Standards**”) and standards for Breach Notification for Unsecured Protected Health Information (the “**Breach Notification Standards**”) at 45 C.F.R. Parts 160 and 164 (collectively, the Privacy Standards, the Security Standards and the Breach Notification Standards are sometimes referred to herein as the “**HIPAA Requirements**”);

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, one or more agreements (collectively, the “**Services Arrangements**”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by federal law;

WHEREAS, the HIPAA Requirements require that certain obligations be extended to Business Associate through an agreement between Covered Entity and Business Associate;

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to satisfy such requirement;

NOW THEREFORE, the parties agree as follows:

2. **Business Associate Obligations.** Business Associate may use and disclose PHI only as permitted or required by this Agreement. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Requirements; provided that Protected Health Information (“**PHI**”) and Electronic Protected Health Information (“**EPHI**”) are limited to such information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Services Arrangements. All references to PHI herein shall be construed to include EPHI. To the extent Business Associate is to carry out the obligations of Covered Entity under Part 164, Subpart D of the HIPAA Requirements pursuant to the Services Arrangements (or to carry out the obligations of any covered entities the Covered Entity may own, operate, or manage, to the extent Business Associate is obligated to provide services to such covered entities under the Services Arrangements), Business Associate shall comply with the requirements of such subpart in the performance of such obligations.

3. **Use of PHI.** Business Associate may use PHI (i) as required by law, (ii) for the purpose of performing services for Covered Entity as such services are defined in Services Arrangements to the extent such uses are permitted by applicable federal or state law; provided that Business Associate shall not so use PHI in a manner that would violate the HIPAA Requirements if the PHI were used by Covered Entity in the same manner, and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities.
4. **Disclosure of PHI.**
 - 4.1 To the extent permitted by applicable state and federal law, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Services Arrangement (provided that Business Associate obtains reasonable assurances from any such third party to whom the information is disclosed that it will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that Business Associate shall not so disclose PHI in a manner that would violate the HIPAA Requirements if the PHI were disclosed by Covered Entity in the same manner).
 - 4.2 Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to promptly notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Requirements.
5. **Subcontractors.** In accordance with §164.502(e)(1)(ii) and §164.308(b)(2) of the HIPAA Requirements, Business Associate shall ensure that its Subcontractors that use, disclose, create, receive, maintain and/or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information and in the case of EPHI, agree to comply with the applicable requirements of Part 164, Subpart C of the HIPAA Requirements.
6. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, at Covered Entity's instruction and cost, an Individual, under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an Individual within ten (10) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of such request. Any information requested under this **Section 6** shall be provided in the form or format

requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial of access and/or amendment is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) business days of receipt of any request for access or amendment of PHI by an Individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

7. **Accounting of Disclosures**. Business Associate shall make available to Covered Entity in **response** to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 CFR §164.528. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12)-month period. For subsequent accountings within a twelve (12)-month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

8. **Data Aggregation**. Business Associate is permitted to use (but not disclose) PHI for Data Aggregation purposes only in order to analyze data only with regard to the Health Care **Operations** of Covered Entity and Business Associate's proper management and administration, only to the extent, if any, necessary to perform the services described in the Services Arrangements, and only to the extent that such use is permitted under the HIPAA Requirements.

9. **De-identified Information**. Business Associate may de-identify PHI only to the extent, if any, **necessary** to perform the services described in the Services Arrangements and only if the de-identification is in compliance with the HIPAA Requirements.

10. **Ownership of Data**. Other than data Business Associate requires for its proper management and administration, any data created from de-identifying PHI or from Data Aggregation by or on behalf of Business Associate, whether or not created in accordance with the terms of this Agreement, shall be and remain exclusively the property of Covered Entity. Business Associate assigns to Covered Entity all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the services described in the Services Arrangements nor disclose such data to any third party except with the prior written consent of Covered Entity or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

11. **Minimum Necessary.** Business Associate shall request, access, use, and (if permitted by the Services Arrangements) disclose only the minimum amount of PHI necessary, in accordance with the HIPAA Requirements, to perform the services described in the Services Arrangements.
12. **Marketing.** Business Associate shall not use or disclose PHI for purposes of marketing or fundraising unless the Services expressly include such marketing or fundraising, and then only to the extent necessary to perform the Services.
13. **Remuneration.** Business Associate shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to Business Associate by Covered Entity for performance of the Services.
14. **Compliance with Law.** Both parties shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information.
15. **Restrictions.** If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 16, Business Associate shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions
16. **Obligations of Covered Entity.** Covered Entity shall: (i) provide Business Associate with a copy of its notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520 as well as any changes to such notice, to the extent that it effects Business Associate's use or disclosure of PHI; (ii) notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 of the Privacy Regulations, to the extent that such restriction may affect Business Associate's use or disclosure of PHI pursuant to the terms of this Agreement; (iii) notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and (iv) except as otherwise provided in the Services Arrangements, obtain all authorizations necessary for any use or disclosure of any PHI as contemplated under the Services Arrangements.
17. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an Individual's specific Authorization for the use of his or her PHI, and (i) the Individual revokes such Authorization in writing, (ii) the effective date of such Authorization has expired, or (iii) the consent or Authorization is found to be defective in any manner that renders it invalid, Covered Entity shall promptly provide Business Associate written notice of such revocation or invalidity, to permit Business Associate to cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the HIPAA Requirements expressly applies.
18. **Records and Audit.** Business Associate shall make available to HHS or its agents Business Associate's books and records relating to the use and disclosure of PHI for the purpose of determining the Parties' compliance with the HIPAA Requirements, in a time and manner designated by HHS; provided, however, that if Business Associate receives such a request made on behalf of the Secretary of HHS, Business Associate promptly shall notify Covered Entity of

such request. Promptly upon the written request of Covered Entity from time to time, Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and safeguarding of PHI available to Covered Entity or Covered Entity's designee for the purposes of determining Business Associate's compliance with HIPAA and with its obligations under this Agreement.

19. **Implementation of Security Standards.** Business Associate will use appropriate administrative, technical, and physical safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement and will comply with the applicable requirements of Part 164, Subpart C of the HIPAA Requirements.

20. **Notice of Security Incidents.** Business Associate will promptly report to Covered Entity any Security Incident involving EPHI of which it becomes aware; provided, however, that Covered Entity shall be deemed to have received notice from Business Associate of routine occurrences of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans).

21. **Data Breach Notification.**

20.1 Business Associate agrees to implement reasonable systems for the discovery and reporting of any Breach of Unsecured Protected Health Information (hereinafter, a "**HIPAA Breach**"). The parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410 govern the determination of the date of a HIPAA Breach. Business Associate will, following the discovery of a HIPAA Breach or upon having a reasonable basis to suspect a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than five (5) business days after Business Associate discovers such actual or reasonably suspected HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. Business Associate shall use its best efforts to provide such notice by telephone to the individual indicated in **Section 0** hereof and contemporaneously in writing as provided in **Section 0** hereof. No later than ten (10) business days following a HIPAA Breach, and to the extent such information is known to Business Associate, Business Associate shall provide Covered Entity with the information required by 45 C.F.R. §§164.404(c), 164.410.

20.2 Unless otherwise directed in writing by Covered Entity, as soon as practicable, but within no more than nine (9) business days following discovery of an impermissible use or disclosure of PHI, Business Associate shall assess whether such impermissible use or disclosure was of PHI that is Unsecured Protected Health Information and, if so (or if Business Associate cannot reasonably conclude to the contrary), Business Associate shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, Business Associate shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health

information has been mitigated, and Business Associate shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination. Business Associate shall keep Covered Entity fully apprised of the status of the evaluation described in this paragraph while it is underway and, immediately upon the conclusion of such evaluation, shall report the outcome thereof to Covered Entity by telephone to the number set forth in **Section 0** or such other number as Covered Entity shall provide, followed immediately by written notice thereof as set forth in **Section 0**.

20.3 Business Associate shall cooperate fully with, and provide such assistance and access to personnel, systems, data, and facilities as reasonably is requested by, Covered Entity in any investigation or evaluation by or on behalf of Covered Entity of an actual or reasonably suspected HIPAA Breach.

20.4 If Covered Entity, in its sole discretion, notifies Business Associate (by telephone, e-mail, or any other means of communication) of Covered Entity's determination that such impermissible use or disclosure is a Breach of PHI that is Unsecured Protected Health Information, Business Associate shall provide Covered Entity in writing, without unreasonable delay but in no case later than ten (10) business days following such determination, notice setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Covered Entity. Business Associate shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to Business Associate.

22. **Term and Termination.**

22.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 22.

22.2 Either Party may immediately terminate this Agreement (the "*Terminating Party*") and shall have no further obligations to the other Party (the "*Terminated Party*") hereunder if the Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for thirty (30) days after written notice thereof has been given to the Terminated Party.

22.3 Upon the termination of all Services Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

22.4 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or, except as otherwise provided in the Services Arrangements, to destroy all PHI that is in the possession or control of Business Associate or its agents or contractors; provided, however, that if Business Associate determines that return or destruction is not feasible, Business Associate shall notify Covered Entity thereof and, upon Covered Entity's agreement in writing in its reasonable discretion, Business Associate may retain such portions of the PHI return or destruction

is not feasible until return or destruction is feasible and Business Associate shall extend the protections of this Agreement to such PHI and limit its further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agent or contractor maintains such PHI. The requirements of this section shall survive termination or expiration of this Agreement.

23. **Miscellaneous.**

23.1 **Notice.** Except as otherwise expressly set forth herein, all notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Business Associate:

CHSPSC, LLC
4000 Meridian Boulevard
Franklin, TN 37067
Attention: Vice President- Development

Covered Entity:

Curae Health, Inc.
1721 Midpark Road, Suite B200
Knoxville, TN 37921
Attention: _____

With a copy to:

CHSPSC, LLC
4000 Meridian Boulevard
Franklin, TN 37067
Attention: General Counsel

With a copy to:

Steve F. Wood, Esq.
Baker Donelson
211 Commerce Street, Suite 800
Nashville, TN 37210

22.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

22.3 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

22.4 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Services Arrangements or any such later agreement(s), the terms of this Agreement shall control with respect to the subject matter of this Agreement unless the parties specifically otherwise agree in writing. No oral

modification or waiver of any of the provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

22.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its conflicts of law provisions.

22.6 Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity under this Agreement. This Agreement does not express or imply any commitment to purchase or sell goods or services.

22.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

Curae Health, Inc.

By: 

(Print or Type Name)

(Title)

Date: _____, 2017

BUSINESS ASSOCIATE:

CHSPSC, LLC

By: 

(Print or Type Name)
Martin G. Schweinhart
Executive Vice President
(Title) Administration

Date: _____, 2017

**SCHEDULE 3
TO
INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT

Compensation**

1. Compensation.

- a. Monthly fees for continuation of existing applications:
Aggregate fees: \$234,726
 - i. These fees will be billed monthly from Vendor. They cover central support labor and 3rd party vendor fees charged directly to Vendor.
- b. Direct Bill Average Monthly Cost: \$141,468
 - i. Estimated cost is based on average actual cost of a component over the last 24 months.
 - ii. There may be incremental cost based on 3rd Party Vendor contractual increases not covered in these estimates.
 - iii. Invoice amounts for many of these components will vary on a monthly basis based on usage.
 - iv. Example of variable fee is dictation usage. Fee is based on amount of dictation thus different each month.
 - v. Example of fixed fee is monthly telecommunications fee. These fees typically only change annually.
- c. Forecasted Total Monthly Fees: \$376,194

2. Vendor Expenses.

- a. In addition to the compensation set forth in Section 1 of this Schedule 2 above, Authorized User shall reimburse Vendor for Vendor's actual expenses related to the following (the "***Vendor Expenses***") services provided by Vendor in Vendor's reasonable discretion:
 - (1) Travel, lodging, and related expenses which are reasonable and necessary for Vendor or Vendor's agents to incur in performing the Information Services;
 - (2) The transition in the operation of the Hospital from Vendor's systems to Authorized User's systems, including, but not limited to, expenses related to programming benefit changes and file conversions;

- (3) Preparing file extracts, enhancements, special reports and undertaking similar requests by Authorized User related to the transition of ownership or the ongoing operation of the Hospital; non-standard requests are estimated at an hourly rate of \$130; a statement of work will be provided for these requests; and
 - (4) Performing any HIPAA Privacy Rule Functions on behalf of Authorized User.
- b. Prior to Vendor incurring any Vendor Expenses, Vendor shall:
- (1) Provide to Authorized User an estimate of such Vendor Expenses along with applicable work specifications; and
 - (2) Obtain Authorized User's prior written authorization to incur such Vendor Expenses.

ADDENDUM: Facility level break-down

FACILITY	CHS Monthly Alloc	Direct Bill	Total Mtly Est
Batesville, MS	\$69,977	\$64,699	\$134,676
Amory, MS	\$65,473	\$24,298	\$89,771
Clarksdale, MS	\$99,276	\$52,471	\$151,747
Monthly Totals	\$234,726	\$141,468	\$376,194

**FIRST AMENDMENT TO INFORMATION TECHNOLOGY
TRANSITION SERVICES AGREEMENT**

This **FIRST AMENDMENT TO INFORMATION TECHNOLOGY TRANSITION SERVICES AGREEMENT**, dated as of November 1, 2017 (this “Amendment”), is an amendment to that certain Information Technology Transition Services Agreement, dated as of May 1, 2017 (the “Agreement”), and is by and between **CHSPSC, LLC**, a Delaware limited liability company (“Vendor”), and **CURAE HEALTH, INC.**, a Tennessee nonprofit corporation (“Authorized User”).

WITNESSETH:

WHEREAS, the parties hereto have entered into the Agreement, pursuant to which, among other things, Vendor will continue to provide certain Information Services to the Facilities, as defined in the Agreement, either directly or through third parties, to assist in the orderly transition of the management and operation of the Facilities; and

WHEREAS, the Term of the Agreement was for a period of twelve (12) months, beginning on May 1, 2017; and

WHEREAS, Authorized User is purchasing substantially all of the assets related to Merit Health Northwest Mississippi, together with certain medical office buildings, outpatient care facilities, and ancillary services (collectively, “MHNM”) at a second closing to be effective November 1, 2017, pursuant to that certain First Amendment to Amended and Restated Asset Purchase Agreement, dated as of October 30, 2017, by and between CHS/Community Health Systems, Inc., an affiliate of Vendor, and Authorized User; and

WHEREAS, the parties now desire to extend the term of the Agreement for Vendor to provide the Information Services to Authorized User for Clarksdale Regional Medical Center, Inc. through October 31, 2018.

Capitalized terms not defined in this Amendment shall have the meanings assigned in the Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereby agree as follows:

Section 1. Term. The term of the Agreement, to the extent that it pertains solely to Vendor’s provision of Information Services to Authorized User for Clarksdale Regional Medical Center, Inc., is hereby extended to October 31, 2018 (the “Clarksdale Extended Term”).

Section 2. Fees and Services. The monthly fees and the services to be provided during the Clarksdale Extended Term shall be the same as those specified in the Agreement.

Section 3. Amendment; No Further Modification. The parties agree that this Amendment is an effective and binding amendment of the Agreement pursuant to the Agreement. Except as otherwise expressly stated in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect, without amendment or modification.

Section 4. Divisions and Headings. The division of this Amendment into sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Amendment.

Section 5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signatures on Following Page]