

TERMS AND CONDITIONS

TERM AND TERMINATION: This Agreement shall remain in full force and effect between NDCHealth Corporation dba Per-Se Technologies (hereinafter PER-SE) and Customer for an initial term of twelve (12) months, beginning upon the date when accepted by Per-Se, as evidenced by the performance of its obligations hereunder, and it shall be automatically renewed for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless either party gives the other party written notice of termination at least thirty (30) days prior to the expiration of the initial term or any extensions or renewals thereof. Customer may discontinue services from PER-SE with thirty (30) days written notice and upon payment to PER-SE of an early termination fee equal to eighty percent (80%) of the fees which PER-SE would have earned for the balance of the remaining term based on the Anticipated Monthly Volume set forth on the first page hereof. Either party may terminate this Agreement if the other party fails to perform or to comply with the terms of this Agreement and if such failure is not cured within thirty (30) days after written notice thereof. Upon expiration or termination of this Agreement for any reason, Customer shall cease using the software and, if applicable, at its own risk and expense return the software provided by PER-SE to such address as PER-SE shall designate, in the same condition as when delivered, ordinary wear and tear excepted. PER-SE reserves the right from time to time, as may be reasonably necessary, without liability to Customer or its customers, to suspend, revise, modify, or update any part of the Services, upon reasonable notice to Customer.

RULES AND REGULATIONS: Customer agrees to secure any necessary authorizations and to comply with all applicable rules and regulations governing the services provided pursuant to this Agreement including, without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by PER-SE and insurance carriers as amended from time to time. Customer shall also adhere to such laws, rules, and regulations as are required by governmental agencies having jurisdiction. Customer shall provide all supporting documents requested by PER-SE necessary to comply with such laws, rules, and regulations.

PER-SE RESPONSIBILITIES: PER-SE will provide the services and will process the transactions selected upon timely receipt of properly entered or coded data files or other required information as applicable. Customer shall deliver accurate and complete electronic encoding of transactions in PER-SE's acceptable medium and common format, as designated by PER-SE. Provide support for Customer by having available a telephone number for Customer's use in contacting PER-SE for assistance with the software system use and equipment maintenance, where applicable.

CUSTOMER RESPONSIBILITIES: Prepare the location or locations for use of the services and be responsible for the safekeeping, insurance, and security of all network services, software, and equipment on Customer's premises. Customer will access the system pursuant to PER-SE's instructions, and request information from PER-SE only in connection with the services provided, and ensure that every claim submitted can be readily associated and identified with the corresponding patient's medical and business office records, including patient authorizations and signatures. All original and source documents will be retained according to federal and state law and regulations. Customer agrees that PER-SE has the right to audit and confirm information submitted. Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the network as confidential.

FEES AND CHARGES: Unless Customer is billed directly by an PER-SE reseller, distributor, or other entity designated by PER-SE, Customer shall compensate PER-SE under this Agreement as follows: All fees set forth on the first page hereof will be billed as such fees are incurred, and PER-SE will automatically debit or charge such fees to Customer's designated account on a monthly basis and provide an electronic copy of such fees to Customer. Effective January 1 of each year thereafter, PER-SE may increase the rate for processing services in an amount not to exceed the Consumer Price Index (CPI) percentage increase. PER-SE may at any time, in addition to CPI, increase its transaction rates for paper transactions including, without limitation, statements, collection letters, and paper insurance claims by amount equal to PER-SE's increased cost per transaction for forms, envelopes and postage. In addition, Customer will be charged an amount equal to any taxes based on any of the above referred-to charges or services. If any debit or charge to Customer's account is refused or denied for, among other reasons, insufficient funds, or the expiration, or closing of such account, Customer agrees to pay a service charge of one and one-half percent (1½%) per month, but not in excess of the lawful maximum, on the past due balance. In the event that any bill is not timely paid as provided herein, PER-SE may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate this Agreement and Customer's use of the services if Customer does not effect payment in full within ten (10) days of PER-SE's written demand therefor. Customer agrees to reimburse PER-SE for all costs and expenses, including but not limited to reasonable attorney's fees and all costs and fees of collection, incurred in enforcing PER-SE's rights or remedies. PER-SE shall have the right to increase the fees and charges paid by Customer to offset any increase in rates charged by the communications common carriers or PER-SE's timesharing suppliers, or access charges from insurance carriers, or if any change in the rules, regulations or operating procedures of any service supplier or any cognizant federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective on the same day as the increase becomes effective as to PER-SE. Customer acknowledges that it is solely responsible for any telecommunications charges incurred by Customer for the purpose of accessing the PER-SE services.

WARRANTIES; LIMITATION OF LIABILITY: PER-SE agrees to use commercially reasonable efforts to provide the products and/or services described on page one of this Agreement. Should there be any failure in performance or errors or omissions with respect to the information being transmitted (because of negligence or otherwise), the exclusive liability or responsibility of PER-SE hereunder shall be: (1) to furnish to Customer the correct report or data or to resume the services or deliver the reports contemplated, as the case may be, as soon as reasonably possible; (2) If Customer reports a malfunction to PER-SE and PER-SE determines the malfunction is software related, PER-SE shall download new software to the equipment and Customer shall cooperate with PER-SE to help accomplish the same. PER-SE shall not be liable for failure to provide the products and/or services if such failure is due to any cause or condition beyond its reasonable control, including but not limited to incompatibility, failure, or malfunction of any Customer equipment. In no event will PER-SE be liable for any claim, loss, liability, correction, cost, damage or expense caused by PER-SE's performance or failure to perform hereunder which is not reported by Customer within thirty (30) days of such failure to perform. Notwithstanding any provision to the contrary set forth herein, PER-SE shall have no responsibility or liability to Customer with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any other payer-submitted information. Information submitted by a payer through PER-SE is no guarantee of payment and does not constitute a promise to pay; eligibility information is subject to change, and waiting periods may apply. Except to the extent of any negligence or willful misconduct by PER-SE, Customer shall indemnify and save harmless PER-SE from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against PER-SE by third parties and arising out of or related to this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PER-SE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PER-SE BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF PER-SE FOR ACTUAL OR DIRECT DAMAGES UNDER OR FOR BREACH OF THIS AGREEMENT, OR IN ANY WAY RELATING TO THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, WHETHER ACTION IS BROUGHT IN TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE AVERAGE AMOUNT PAID BY CUSTOMER TO PER-SE PER MONTH AVERAGED OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE SUCH DAMAGES WERE INCURRED, OR IN THE EVENT CUSTOMER HAS MAINTAINED SERVICES FOR LESS THAN TWELVE (12) MONTHS, FOR AN AVERAGE MONTH DURING THE LENGTH OF TIME THE SOFTWARE OR SERVICE HAS BEEN MAINTAINED.

PROPRIETARY RIGHTS: Customer shall have no title, right, or interest including, but not limited to, copyright interests, patent rights, license rights, or property rights in the services or in any related software provided or made available by PER-SE. Any software provided to or made available to Customer by PER-SE under this Agreement, including any modifications thereto and written documentation therefore ("Software") shall at all times remain the property of PER-SE, and shall be protected by Customer from disclosure to third parties. PER-SE grants to Customer a nonexclusive, nontransferable license to use the Software, which may be used solely in connection with the services provided by PER-SE hereunder. Customer shall not transfer, rent, lease, convey, assign, translate, reverse engineer, decompile, disassemble, copy, or modify the Software.

SUCCESSORS AND ASSIGNS: All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation, any successor to either party resulting by reason of corporate merger or consolidation or incorporation of a partnership. Notwithstanding the foregoing, Customer cannot assign said Agreement to another party without written notification to and consent from PER-SE, which consent shall not be unreasonably withheld. The obligations of PER-SE under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of PER-SE.

APPLICABLE LAW AND SEVERABILITY: This Agreement shall, in all respects, be interpreted, construed, and governed by, and in accordance with, the laws of the State of Georgia, without giving effect to its conflicts of laws provisions, provided however that PER-SE hereby consents to the nonexclusive jurisdiction of the State and Federal courts located in the state set forth in Customer's address on the cover page of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CONFIDENTIALITY: Each party acknowledges and agrees that information disclosed by the other party under this Agreement which is marked as confidential or proprietary (or which is identified as such herein) is confidential, and that such information will not be disclosed by the party receiving said information except as required by law. The obligations of the immediately preceding sentence do not apply to information which: (i) is known by the receiving party prior to disclosure by the disclosing party; (ii) is or becomes publicly available through no fault of the receiving party; (iii) is independently developed by the receiving party, apart from any disclosure by the other party; or (iv) otherwise becomes available on a nonconfidential basis from a third party. Customer represents and warrants that Customer has obtained all patient consents or authorizations necessary for the transmission of information to PER-SE, and handling thereof, as provided herein.

PLEASE INITIAL AND DATE BELOW

Initials:	Date:
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BUSINESS ASSOCIATE: By signing this Agreement, the parties agree to comply with the terms and conditions of the Business Associate Amendment attached hereto.

REPRESENTATIONS - ENTIRE AGREEMENT - MODIFICATIONS - NOTICES: Customer acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in the Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, supersedes all existing agreements between them concerning its subject matter, and no oral statements, representations or prior written material not contained in the Agreement or incorporated herein shall have any force or effect. Except as set forth herein, this Agreement shall not be modified in any way except by a writing signed by authorized representatives of both parties. If Customer issues a purchase order or memorandum or other instrument covering the products and/or services herein provided, it is specifically understood and agreed that such purchase order, memorandum, or other instrument is for Customer's internal purposes only, and any and all terms contained therein, whether printed or written, shall be of no force or effect to the extent that they are inconsistent with or in addition to the provisions of this Agreement. Notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or sent by overnight courier or First Class United States Mail, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. Refusal to accept delivery will be deemed receipt. A party may change its notice address for purposes of this Agreement by giving written notice to the other party.

PLEASE INITIAL AND DATE BELOW

Initials:	Date:
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BUSINESS ASSOCIATE AMENDMENT

If Customer is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and the security regulations (the "Security Rule") promulgated pursuant to the Act and codified at 45 C.F.R. parts 160 and 164, (collectively, "HIPAA"), then the Parties agree as follows:

1. **Definitions.** Unless otherwise defined in the Agreement or this Amendment, capitalized terms shall have the meanings set forth in HIPAA.
2. **Disclosure or Use of Protected Health Information ("PHI").** Per-Se shall use and/or disclose PHI received from Customer or its authorized submitters only as permitted or required by this Amendment or as Required By Law. Per-Se shall be entitled to disclose and use PHI received from Customer or its authorized submitters (i) for the purpose of providing the Services or as otherwise directed or requested by Customer, (ii) for the proper management and administration of Per-Se's business, (iii) to carry out Per-Se's legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, Per-Se reserves the right at its sole discretion to disclose an Individual's PHI in response to and in accordance with a valid authorization executed by the Individual that meets the requirements set forth in the Privacy Rule. Customer authorizes Per-Se to de-identify PHI created or received by Per-Se on behalf of Customer, provided that the de-identification conforms to the requirements of the Privacy Rule. The resulting de-identified information may be used and disclosed by Per-Se to the extent permitted under applicable law, for consideration or otherwise.
3. **Safeguards Against Misuse of PHI.** Per-Se agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI received from Customer or its authorized submitters other than pursuant to the terms and conditions of this Amendment.
4. **Safeguards Related to Integrity of Electronic PHI.** Per-Se agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Customer.
5. **Security of Electronic PHI.** Per-Se shall report to Customer any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule. This reporting obligation does not include trivial occurrences, such as scans, "pings" or unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by Per-Se; provided that, upon Customer's written request, Per-Se will provide an aggregate report of the number of such trivial occurrences.
6. **Reporting of Disclosures of PHI.** Per-Se shall report to Customer any use or disclosure of PHI in violation of this Amendment as soon as reasonably possible after becoming aware of the disclosure.
7. **Agents and Subcontractors.** Per-Se shall enter into an agreement with any of its subcontractors or agents that will have access to any PHI that is subject to this Amendment, pursuant to which the agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions on the use of PHI that apply to Per-Se pursuant to this Amendment. In addition, Per-Se shall enter into an agreement with any of its subcontractors or agents to whom it provides Electronic PHI, pursuant to which the agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI.
8. **Availability of Books and Records.** Per-Se hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Per-Se on behalf of, the Customer reasonably available to the Secretary of the United States Department of Health and Human Services for purposes of determining Customer's compliance with the Privacy Rule and/or the Security Rule.
9. **Liability.** Per-Se shall indemnify Customer for any costs or expenses incurred in connection with claims asserted against Customer that arise as a result of Per-Se's gross negligence or willful misconduct in handling Customer's PHI.
10. **Assisting with Patients' Rights.** Per-Se agrees to make available to Customer information necessary for Customer to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. 164.528, as amended. In addition, to the extent Per-Se possesses PHI that constitutes a Designated Record Set, Per-Se agrees, at Customer's sole cost and expense, (i) to make available PHI necessary for Customer to respond to individual's requests for access to their PHI in accordance with 45 C.F.R. 164.524, and (2) make available PHI for amendment and to incorporate any amendments or corrections to the PHI in accordance with 45 C.F.R. 164.526. Notwithstanding the preceding sentence, the Parties agree that Per-Se does not, and shall have no obligation to, maintain any Designated Record Sets on Customer's behalf. In the event any Individual requests access to PHI in Customer's Designated Record Sets directly from Per-Se, Per-Se shall, within thirty (30) business days, forward such request to the Customer. Any response to such requests, denials of access to or amendment of Customer's PHI shall be the responsibility of Customer. Notwithstanding the above, nothing in this Section 10 is intended to prevent Per-Se from releasing PHI in response to an Individual's valid authorization.

11. **Customer Obligations.** Customer agrees to obtain any consent or authorization that may be required by the Privacy Rule or any other applicable law and/or regulation prior to furnishing Per-Se with PHI. Customer also agrees to inform Per-Se of any PHI that is subject to any arrangements permitted or required of Customer under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Per-Se under this Amendment, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 and agreed to by Customer. Customer shall not request Per-Se to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Customer directly.

12. **No Third Party Beneficiaries.** Nothing expressed or implied in this Amendment or the Agreement is intended to confer, nor shall it confer, upon any person any rights, remedies, obligations or liabilities other than those explicitly detailed in this Amendment or the underlying Agreement.

13. **Termination.** Failure of Per-Se to comply with any of the provisions contained in this Amendment shall be deemed a breach under the Agreement, and Customer shall be entitled to exercise all available rights, including termination, as provided in the Agreement. Upon termination or expiration of the Agreement, Per-Se shall return, destroy or de-identify all PHI received from, or created or received by Per-Se on behalf of, Customer, that remains in Per-Se's possession or control and retain no copies of that PHI, or if the return or destruction is not feasible in Per-Se's determination, extend the protections of this Amendment to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

14. **Effective Date.** The effective date of this Amendment is the later of the effective date of the Agreement or April 14, 2003, except that such terms or conditions related to Electronic PHI only shall be effective the later of the applicable Security Rule compliance date for the Customer or the effective date of the Agreement.

Payment Authorization Form

This information is required for Per-Se to bill monthly fees for services as outlined in the Fees & Charges section of the Terms and Conditions. Please complete EITHER the top Section A for credit card authorization or the bottom Section B for direct debit/ACH authorization.

Wholesale VAR N/A

SECTION A: Credit Card Authorization Form

Circle one: VISA MasterCard American Express Discover

Credit Card #: _____ Expiration Date: _____

Account Holder Name (as it appears on the credit card): _____

Billing Address: _____

City, State, Zip: _____

I hereby authorize Per-Se Technologies to bill my credit card listed above for electronic and related claims activity. I agree to pay the monthly total according to the terms and conditions of the card issuer agreement.

Signature of Account Holder

Date

SECTION B: Direct Debit/ACH Authorization Form

I (we) hereby authorize Per-Se Technologies, hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account. The debit entries will be made on or around the 15th day after the invoice date.

Depository Name: _____ Branch: _____

City, State, Zip: _____

Routing/ABA #: _____ Bank Account #: _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (or either of us) have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging the account listed herein. After the account has been charged, I (we) have the right to have the amount of an erroneous debit immediately credited to the account by DEPOSITORY, provided I (we) send written notice of such debit entry in error to DEPOSITORY within 15 (fifteen) days following issuance of the account statement or 45 days after posting, whichever occurs first. This agreement is subject to all terms and conditions shown above.

Primary Acct. Holder: _____
SIGNATURE PRINT NAME DATE

Joint Acct. Holder: _____
SIGNATURE PRINT NAME DATE