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<td>Ability to adopt our culture/customer service approach</td>
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Total: 122 93 99

Based on scoring for Early out Adreima is chosen. Even though their score is the third highest the other 2 higher ones were chosen for Bad Debt. This will be used for bad debt.

We currently have a contract with Miramed, Adreima, and Account Services.
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Based on scoring: Aragon TCR and Mirnasen are chosen for Bad Debt.

As a second agency placement Account Services was chosen. We currently have a contract with these, their rates are lower than others, and they can report to all 3 credit bureaus, which is what we will be using them for.

We currently have a contract with Mirnasen, Adeareia, and Account Services.
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2nd placement agency & report to all 3 credit bureaus
UTSW Contract FY2015-4830

STATE OF TEXAS
COUNTY OF DALLAS

The University of Texas Southwestern Medical Center by and through the undersigned duly authorized official, hereinafter called "the University" and Advanced Reimbursement Management, LLC dba Adreima, hereinafter called "Contractor", hereby agree as follows:

That the Contractor, for and in consideration of the covenants, conditions, contracts, and stipulations hereinafter expressed, does hereby agree to furnish to the University collection services as outlined in the provisions below entitled "General Provisions" and "Specifications for Collections", which are a part of this Contract, and that Contractor's performance of the Services shall (1) conform to the specifications and requirements of that certain Request for Proposal related to Hospital/Physician Collections for The University of Texas Southwestern Medical Center, RFP No. MG-021215 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, conform with Contractor's proposal dated March 11, 2015 ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes.

A. GENERAL PROVISIONS

1. Contractor agrees to indemnify, defend and hold harmless the State of Texas, The University of Texas System and their Regents, The University and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally, for any acts or omissions by the Contractor or its officers, agents or employees in the performance of this contract.

2. The Contractor, its officers, agents or employees, in the performance of this Contract, shall act in an independent capacity and not as officers, agents or employees of The University of Texas System, the State of Texas or The University.

3. The University may terminate this Contract and be relieved of the payment of any further obligation to Contractor should Contractor fail to perform the covenants herein contained within thirty days of notice by the University of breach. In the event of such termination, the University may proceed with specific performance of the services provided for herein in any manner deemed proper by the University. Payment for services provided prior to the breach notification will be due to Adreima.

4. Except as specifically provided in any HUB Subcontracting Plan ("HSP") attached hereto, this Contract is not assignable by Contractor either in whole or in part without the prior written consent of the University.

5. No amendment, alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. This Contract contains the entire Contract of the parties and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all services performed and expenses incurred, including travel and per diem, unless otherwise expressly provided.

7. The laws of the State of Texas shall govern the interpretation and performance of this Contract. ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL BE
BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE STATE OF TEXAS IN TRAVIS COUNTY, TEXAS.

8. The term of this Contract shall be from January 16, 2018 to January 15, 2019 with the right resting in the University to extend the term of the Contract, subject to the same terms and conditions, for up to one (1) additional twelve (12) month period.

9. The dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of the University shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Contract by the University nor any other conduct, action or inaction of any representative of the University relating to this Contract constitutes or is intended to constitute a waiver of the University’s or the state’s sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

10. By its signature below, Contractor certifies that it has the authority to do business in Texas and shall provide a Certificate evidencing same upon its execution of this Contract. Further, by its signature below, Contractor certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, it is exempt from the payment of those taxes, or it is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Contractor further certifies that there are no outstanding warrant holds in place against Contractor at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.006 and 2252.903, Texas Government Code, Contractor further agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

12. Pursuant to Sections 2155.004 and 2155.006, Government Code, Contractor certifies that Contractor has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Contract, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

14. As used in this paragraph, the term "information" means any data or information Contractor creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act ("GLBA", Public Law No. 106-102), the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act ("HIPAA", Public Law No. 104-191).

If the activities of Contractor under this Contract require Contractor to create, obtain, access, receive, store, or use Information then Contractor represents, warrants and certifies it will: (1)
hold all information in the strictest confidence; (2) not release any information unless Contractor obtains University's prior written approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA; (3) not otherwise use or disclose information except as (a) permitted or required by this Contract, (b) required by law, or (c) authorized by University in writing; (4) safeguard Information according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach Bliley Act - see Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b)); (5) continually monitor its operations and take any action necessary to assure the information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and (6) comply with the University's rules, policies, and procedures regarding the Information, including the UT System Administration Policy 165. At University's request, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard Information.

If an impermissible use or disclosure of any Information occurs, Contractor will provide (1) written notice to University within one (1) business day after Contractor's discovery of such use or disclosure and (2) all information University requests concerning such impermissible use or disclosure. If University determines that Contractor has breached the terms of this paragraph, then University may immediately terminate this Contract without notice or opportunity to cure. Within 30 days after the expiration or earlier termination of this Contract for any reason, Contractor shall either return or destroy, at University's direction, all information provided by University to Contractor under this Contract, including all University information provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities ("Contractor Affiliates"). Contractor will notify University prior to destruction of any of the information. Contractor will require all Contractor Affiliates to agree in writing to comply with all of Contractor's obligations and responsibilities under this paragraph as if such persons or entities were the Contractor, and Contractor will be responsible for ensuring such compliance by such Contractor Affiliates. Contractor's obligations under this paragraph shall survive the expiration or earlier termination of this Contract for any reason.

Contractor acknowledges that it will be handling University's covered accounts, as those accounts are defined under 16 C.F.R. 681.1. Contractor certifies that it has a compliant Identity Theft Prevention, Detection and Mitigation Program in place, as required under 16 C.F.R, 681.1, and will handle University's covered accounts in accordance with this Program.

15. University is a HIPAA Covered Entity and some of the information Contractor receives, maintains or creates for or on behalf of University may constitute Protected Health Information ("PHI") that is subject to HIPAA. Before Contractor may receive, maintain or create any University Records subject to HIPAA, Contractor will execute the HIPAA Business Associate Agreement ("BAA") set forth in EXHIBIT B, HIPAA Business Associate Agreement, attached and incorporated for all purposes. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.

16. This Contract is not effective for any amount over $1 million dollars until approved by the Board of Regents of The University of Texas System.

17. Performance by University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University shall issue written notice to Contractor and the University may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.
18. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

19. If a HSP is attached to this Contract, Contractor agrees to use good faith efforts to subcontract the services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to the University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts ("TPSS"). Submission of compliance reports will be required as a condition for payment under the Contract. If the University determines that Contractor has failed to subcontract as set out in the HSP, the University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If the University determines that Contractor failed to implement the HSP in good faith, the University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. The University may also revoke this Contract for breach and make a claim against the Contractor.
Changes to the HSP. If at any time during the term of the Contract, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by the University; and (3) if the University approves changes to the HSP, the Contract must be amended in accordance with Section 2.4.3 of the RFP to replace the HSP with the revised subcontracting plan.

Expansion of the Services. If the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If the University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) the Contract may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by the University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of the Contract and will be subject to any remedial actions provided by Texas law including Chapter 2161, Government Code, and 34 TAC Section 20.14. The University may report nonperformance under the Contract to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

20. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to the University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when the University executes the Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the University, the University may terminate the Contract for default by Contractor.

21. Contractor acknowledges that the University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at the University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at the University’s premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the term such employees, subcontractors and agents are assigned to work on site at the University’s premises or facilities. Contractor acknowledges that the University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at their premises or facilities if such employee, subcontractor or agent is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.
22. Contractor agrees that a written copy of Contractor’s Civil Rights “Affirmative Action Compliance Program” will be provided simultaneously with the Contract and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.

23. Contractor represents and warrants that all articles and services furnished under the Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of the Contract.

24. If the Contract requires Contractor’s presence on the University’s premises or in the University’s facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

25. Except as otherwise provided in this paragraph, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University:
The University of Texas Southwestern Medical Center  
5323 Harry Hines Blvd  
Dallas, TX 75390-9087  
Attn: AVP Revenue Cycle Operations

with copy to:
The University of Texas Southwestern Medical Center  
5323 Harry Hines Blvd.  
Dallas, TX 75390-9062  
Attn: Contracts Management

If to Contractor:
Adreima
2651 Warrenville Rd., Suite 500  
Downers Grove, IL 60515  
Attention: Eric Gordon, CFO

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. Access by Individuals with Disabilities. Contractor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1 TAC Chapter 215 and Title 1 TAC Section 206.70 (as authorized by Chapter 2054, Subchapter M, Texas Government Code). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.
27. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA and Section 2252.007, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Contract (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

B. SPECIFICATIONS FOR COLLECTIONS

1. Contractor agrees to accept for collection, upon the terms and conditions prescribed in this Contract, all unpaid accounts that the University may choose to refer to the Contractor. The number and origin of these accounts and the means by which Contractor shall receive the accounts shall be determined solely by, and may be altered at the discretion of, the University. At least 3 different University departments may refer accounts to the Contractor.

2. Contractor shall acknowledge to the Account Resolutions Department of Patient Revenue Cycle Office and to any other office or entity designated in writing by the University, the receipt of all accounts referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form mutually agreed upon to the University no later than seven (7) calendar days after accounts are referred to Contractor.

* 3. Contractor shall promptly undertake, through proper and lawful means, the collection of every account referred by the University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity to existing federal, state or local laws and regulations. Contractor agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a result of any legal action against the University from the collection practices or methods of Contractor's officers, agents or employees.

4. Contractor shall implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. Such procedures shall include telephone calls, mail efforts and skip tracing procedures whenever contractor deems necessary.

* 5. Contractor acknowledges the privacy rights of debtors and shall not release information concerning the delinquent debtor to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior written approval from the University.

6. Contractor shall furnish services and reports to the Account Resolutions Department of the University as outlined in the attached Exhibit A.

Reports shall be in a form mutually agreed upon between Adelima and the University, shall include information available from Adelima and required by the University, and be furnished as set forth in Exhibit A. All reports must be kept separate by the particular department of the University that referred the account to the Contractor.

7. Payments resulting from the services being provided by Contractor will be made directly to University by the debtors pursuant to the UTSW payment instructions set forth in the patient statements.

8. The following collection fees shall be the sole consideration paid to Contractor for its services under this Contract: 6.5% of amounts collected on accounts assigned to Adelima.

*The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in the collection of accounts over and above the percentage commission allowed in Item B.8. above. THE
CONTRACTOR WILL NOT BE AUTHORIZED TO FILE LAWSUITS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Contractor shall invoice University on a monthly basis for said commission fee, which shall be payable within thirty (30) days after receipt of invoices.

9. Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

10. Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the Contractor or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to the University.

11. Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification to do so by the University and to return accounts to the University upon request. Accounts referred to Contractor by University shall be returned to the University if there is no payment activity for four (4) consecutive calendar months since date of last transaction.

12. No collection fees shall be paid to Contractor on accounts which are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

13. No fee shall be paid to Contractor on accounts which are deferred, postponed or canceled. This provision shall not apply in the case of payments which are posted incorrectly or undistributed.

14. Contractor shall not share in funds collected by the University as a result of exercise or enforcement by the University of any statutory rights (including but not limited to enforcement of hospital liens), its right to offset monies owed the debtor by the State of Texas or the University or its rights to hold the grades, degree or transcript or bar the readmission of the debtor. The University will notify Contractor of any monies received pursuant to exercise of these rights.

15. Any amounts received by Contractor which are in excess of that which is due and payable are overpayments and shall be forwarded in full to the University with an explanation that the amount is an overpayment. Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

16. Contractor agrees to promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to the University that Contractor agrees to perform.

17. Contractor shall appoint at least one representative who will have primary responsibility and authority for the University's accounts.

18. Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours, at any time during the term of this Contract and for a period of four (4) years thereafter. Contractor will not destroy any of the records and documents.
relating to University accounts until it has received written permission to do so from the University. Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors. To the extent applicable to the Contract, in accordance with Section 1861(v)(iv) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

19. Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of this Contract.

20. Intentionally Omitted.

21. Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000.

- Each Accident: $1,000,000
- Disease Each Employee: $1,000,000
- Disease Policy Limit: $1,000,000

Commercial General Liability Insurance with limits of not less than:
- General Aggregate: $2,000,000
- Products & Completed Operations Aggregate: $2,000,000
- Personal & Advertising Injury: $1,000,000
- Each Occurrence: $1,000,000
- Fire Damage (any one fire): $50,000
- Medical Expenses (any one person): $10,000

Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Director and Officer Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim.

Policies must include a waiver of all rights of subrogation and other rights in favor of University. Further, University reserves the right to request Contractor to maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence, recklessness; or the intentional acts of the Contractor or its agents. If Contractor is unable or unwilling to obtain different insurance University has the right to immediately terminate the contract.
Contractor will deliver to the University:

A. Evidence satisfactory to the University in its sole discretion, evidencing the existence of all the required insurance and bonding promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of the Contract; and

B. Additional evidence, satisfactory to the University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies or bond, the University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under the Contract.

Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect the University as Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to the University, giving the University the right to pay the premium to maintain coverage, in which event Section 20.6 will apply.

The insurance policies required in the Contract will be kept in force for the periods specified below:

B.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Director and Officer Liability Insurance will be kept in force until receipt of Final Payment made by Contractor to University; and

B.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by the University in writing.

22. Either party has the right to cancel this Contract upon thirty (30) days written notice to the other party. Upon notification of cancellation, Contractor must immediately cease all collection efforts on University accounts. Monies received by University which are attributed to accounts assigned to Contractor during the sixty (60) day period immediately following the cancellation date will be subject to the fee provisions of Paragraph B.6. All accounts shall be returned to the University within sixty (60) days of the cancellation of this Contract.

23. Upon the termination of the Contract, other than as provided in Paragraph B.21, Contractor shall return all accounts to the University and any collections received by University attributed to such accounts will not be subject to a fee charge.

24. Intentionally Omitted.

25. Should Contractor either fail or refuse to return an account to the University as required by any provision of this Contract, Contractor shall cease any further collection effort on the account and shall consider the account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses incurred by the University in its efforts either in or out of court to obtain the return of accounts. Contractor shall also be responsible for any claims or damages which may arise from its failure or refusal to return accounts in a timely fashion.

ENTERED INTO THIS 1st DAY OF January, 2016.

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THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: _______________________________________
Name: Armin Bontes
Title: Executive Vice President for Business Affairs

ADVANCED REIMBURSEMENT MANAGEMENT, LLC DBA ADREIMA

By: _______________________________________
Name: Ed. Givan
Title: CPA

FORM APPROVED:
Office of General Counsel
The University of Texas System

By: _____________________________
Traci L. Cotlon, Sr. Associate General Counsel
Managing Attorney, Claims and Financial Litigation

OFFICE OF THE ATTORNEY GENERAL OF TEXAS

By: _____________________________
Ronald R. Del Vento
Assistant Attorney General
Chief, Bankruptcy & Collections Division

Approval not required; contractor is not collecting delinquent debt.
EXHIBIT A
ADREIMA STATEMENT OF WORK & REQUIRED REPORTS

Early-Out Self Pay Hospital and Physician Collection Services

Service Phases:

I. **Implementation**: The implementation phase will include a series of calls between The University of Texas Southwestern Medical Center (UTSW) and Adreima. The initial kick-off call will occur within two weeks of contract signature and Adreima will provide UTSW with Starter Pack, inclusive of project plan. UTSW will ensure that all identified key team members based on the Adreima starter pack will attend the kick-off meeting. The purpose of the kick-off meeting is to finalize the implementation project plan, clarify UTSW deliverables, and agree to an implementation timeline. The implementation phase will be complete once all components are implemented to allow for service to commence.

**Adreima Deliverables:**

A. Establish implementation plan and data requirements
B. Assign Project Lead and single escalation point for UTSW
C. Document UTSW specific account workflow
D. Complete UTSW required training including but not limited to navigation of UTSW systems
E. Set-up systems and technology for Adreima best practices, which include dialing and self-service technology, written communication, verification, Secure File Transfer Protocol (SFTP), etc. to support service delivery workflows
F. Deliver specifications for automating updates in the UTSW system.
G. Adreima will provide the following daily files to UTSW:
   - Note file
   - Separate Closed and Return files for bankruptcies and deceased
   - Closed and return files for all other accounts and return reasons.
   - Statement files sent to patients so that UTSW can put a PDF version of the statement back into the EPIC system.
H. Adreima will provide the following weekly files to Experian for reconciliation between Adreima and UTSW:
   - Balance closed and return accounts between UTSW and Adreima
   - Balance the payment plans set up by Adreima to what we show in EPIC as level 8.
   - Balance the payments received by UTSW on accounts assigned to Adreima
J. Provide UTSW with File Specification document for UTSW data interface to Adreima systems
J. Establish invoice reporting to include:
   - 4 separate UTSW numbers to track separate files for each service area of placement.
     i. UTSW service area
     ii. CMC – Children’s Medical Center
     iii. PHHS – Parkland Health and Hospital System
     iv. THD – Texas Health Dallas
   - Required data elements
     i. UTSW number
     ii. Guarantor account#
     iii. Account# (HAR)
     iv. Patient Name
v. Amount paid
vi. Date paid
K. Customization requests to modify above will be negotiated on a case by case basis

**UTSW Deliverables:**
A. Provide UTSW set-up documentation within one week of contract execution
   a. Data necessary for set-up completion includes:
      i. Tax ID
      ii. UTSW Legal Name
      iii. UTSW Address
      iv. List of individual facilities:
         1. Address
         2. NPI
         3. Taxonomy Code
         4. PTAN
B. Ensure attendance of all key stakeholders on kick off call within one week of contract signature to include:
   a. Primary project contact
   b. Executive sponsor
   c. IT representative
C. Ensure attendance by IT representatives on File Specification review call
   a. Provide data in the specified format within two weeks of kick-off call
D. Ensure attendance at on-going Implementation meetings
E. Provide a single point of coordination and escalation for partnership
F. Provide UTSW specific Policies and supporting documentation applicable to service delivery within two weeks of kick off call. Examples include:
   a. Financial Assistance Policy & Application, Payment Agreement Guidelines, VIP Handling
   b. Financial class table, Payer codes/Insurance master table
   c. Transaction code table; Inclusive of payments, adjustments and write off transaction codes
   d. Patient and service types, along with descriptions
G. Establish remote UTSW system access within Adreima to include:
   a. Patient accounting system, final bill scrubber, electronic health record, case management systems, CPOE, and any additional clinical or financial information systems access needed to support submission of claims to third party payers
   b. Online access to remittance advice, including but not limited to 835 and other payer specific remittance documentation
   c. On-site and remote printing capability (UBO4s, CMS1500s, Itemized Statements or other documentation required to complete service delivery)
   d. System access will be completed within two weeks of request in order to prevent impact to Adreima service delivery
H. Establish process to proactively keep Adreima systems and technology up to date when there are changes to the UTSW’s software versions, new enhancements, system access when new Adreima FTEs are on-boarded and other changes that might affect Adreima’s ability to accomplish work for the UTSW. Other examples include:
   a. Deploying into Adreima virtual desktop environments
   b. Changes in Adreima equipment (e.g., laptop failure requires replacement equipment)
   c. System access updates within two weeks of request when changes in FTEs (new, change, term) occur, including equipment requirements
I. Ensure file testing and UTSW approvals on files related to Adreima and altered by EPIC upgrades
J. Secure location (SFTP) to send and retrieve files. Determine if files reside on Adreima or UTSW system or both.

K. Determine file development, testing and acceptance criteria and timeline

L. UTSW will provide the following files to Adreima:
   Daily files:
   - Account payment files
   - Account write off / placement files
   - Recall files / Close and Return files

Separate files for the following:
   - Files to include Physician and Hospital or Physician only based on service areas
   - UT Southwestern Medical Center to include Zala Lipsky University Hospital, Clements University Hospital and hospital-based clinics for the hospital billing; and Physician Services billing.
   - CMC (Children's Medical Center) for physician services only
   - PHHS (Parkland Health & Hospital Systems) for physician services only
   - THD Texas Health Dallas for physician services only

Guarantor types:
   - Patient responsibility portion of Personal family, dental, vision, mental health, workman's comp, and transplant case rate
   - Patient approved specific percentage for charity

M. Test files of data between UTSW and Adreima in the EPIC Single Billing Office environment must first balance for all reports and test placements including payment files before actual accounts will be placed.

N. Determine testing and acceptance criteria and timeline of Adreima return files to UTSW SFTP site

II. Services Delivery: Adreima will provide Early-Out Self Pay Hospital and Physician Collection Services described below for the identified population. Delivery is predicated on both Adreima and UTSW fulfilling their obligations as outlined in the following.

A. Population: UTSW will refer the following account populations to Adreima:
   a. All self-pay hospital and professional accounts aged 1 day from final bill date and determined to be propensity to pay 4 and 5
   b. All balance after insurance accounts aged 1 day from determination of self-pay responsibility determine to be propensity to pay 4 and 5
   c. On or about 1/16/16 or such other date determined by UTSW to be the “Go Live” date, Adreima will receive placement of physician and hospital accounts as primary Early Out placement. These accounts will be identified in propensity to pay 4 and 5 once the self-pay portion is due from 1 day to 120 days past due.

B. Deliverables: Following outlines the deliverable expectations and cadence.

Adreima Account Follow-up Deliverables:

1. Adreima team will manage the Early-Out Self Pay Hospital and Physician Collection process from account placement through resolution based upon program parameters. Resolution is defined to be resolved to zero balance through cash payment, adjustment request, and/or initiating a formal appeal/grievance process.
A. Effective on or about 1/16/16 or such other date determined by UTSW to be the "Go Live" date, account status based on propensity to pay will be as follows:

- Propensity to pay 1, 2, and 3 will be handled by UTSW in house collection staff.
- All accounts in propensity to pay 1, 2, and 3 will be closed and will be returned back to UTSW. Reports will be provided from UTSW for the close and return.
- Propensity to pay 4 and 5 Accounts will be closed and returned at 121 days past due unless on a payment plan as specified in the UTSW payment plan policy. Delinquent accounts are to be written off in the UTSW EPIC A/R system and may be sent to primary agancy for bad debt collections.

B. Payment plans:

Effective on or about 1/16/16 or such other date determined by UTSW to be the "Go Live" date, all payment plans, pending, or with promises to pay currently in propensity to pay 1, 2, and 3 will be closed from Adreima's collection system and returned back to UTSW for handling.

- All payment plans currently in propensity to pay 4 and 5 in the EPIC system will move to Adreima to handle.
- Adreima to receive a report and aging of payment plan accounts, volume and dollars currently in propensity to pay 4 and 5 in the EPIC system
- Adreima will keep any payment plans (for propensity to pay 4 and 5) they set up for extended period past the 120 days according to UTSW payment plan protocols.
- Any payment plan past the 120 day close date that has no payment for a period of 120 days must be closed and returned.
- Adreima will need to set up payment plans in EPIC for propensity to pay 4 and 5.
- Adreima will track payment plans in their collection system.

C. Payments

- Adreima must obtain approval in writing for any settlement requests. A note should also be received in the note file to show on the patient account in EPIC prior to request for approval.
- Adreima must follow the same payment plan guidelines that are used by UTSW. Any requests outside those guidelines must be sent in writing and approved by UTSW. A note should also be received in the note file to show on the patient account in EPIC prior to request for approval.

D. Account Handling:

Document UTSW specific account workflow to include UTSW required policy and procedure adherence, workflow parameters and protocols.

a. Parameters to include actions necessary to integrate with UTSW’s Experian platform, which includes Trigger file activity and Reporting requirements as provided by UTSW

b. Program parameters, such as the items outlined below, will be documented during implementation phase and include sign-off by Adreima and UTSW as to accurate representation of requirements.

E.
• Adreima must use triggers supplied by Experian. Experian Health Collection Optimization service monitors unpaid collection accounts for certain events that would indicate that a patient’s financial situation is improving and may be in a better position to pay their medical debt. This inspection will check the accounts for: new auto lease, new mortgage loan, new retail loan, new auto loan, new employment update information, new installment loan, new bank or credit card, new phone update information, new address update information, etc. Then, Experian Health will detail these aspects within a trigger file to each applicable account. The trigger file will then be placed on the FTP server within the "collection-triggers" folder for that collection agency if Adreima locates new insurance information they will have their person(s) load and file insurance and notify UTSW. Adreima will receive credit of their fee for any monies collected from the insurance company.

• Adreima will not send out charity applications but will notify UTSW.

• Adreima must notify UTSW (designated assigned person) of any disputed issues with patients. Accounts should not be escalated to the Patient Assistance Office (PAO) without review with the designated assigned person. The assigned UTSW person will create a Patient Service Recovery (PSR) file if necessary for the PAO. UTSW should be notified immediately so that the account can be placed on hold to prevent further collection activity.

• Adreima staff must follow same protocols for posting corrections or disputed workflow as the in-house collection staff.

• Recalled accounts must be recalled immediately and should be listed on the recall report within 48 hours of recall.

F. Service Level Agreements

• Adreima must work to keep call rates within UTSW standards to include Abandon Rate less than 5% and Calls Answered at 85% or above.

• Adreima will provide access to recorded calls upon request.

G. Education

• Adreima staff will participate in continuing education EPIC classes that are required by all MSHPD/UTSW staff. Generally classes are mandatory as a yearly refresher or with upgrades.

• Offsite staff will receive EPIC training via documentation and/or a web ex.

Adreima Reporting Deliverables:

A. Adreima will facilitate a monthly meeting to review results of the project

B. Adreima will provide the following standard reports:

a. Performance Report – Purpose is to provide a month over month view of account activity. This report will document gross placements, discovered insurance, open inventory, inventory resolution, cash collections and recovery rates. Views in gross and activity by placement will be provided.

b. Rolling Inventory Report – Purpose of this report is to provide visibility into inventory volumes and changes in inventory from month to month.

c. Call Analysis Report

d. Complaint Log
C. Supplemental reports will be considered out of scope and result in added fees.
EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, TX 75390 ("Covered Entity") and Advanced Reimbursement Management, LLC, dba, Adreina ("Business Associate").

Whereas, Covered Entity and Business Associate have entered into agreements or other documented arrangements (collectively, "Business Arrangements") that require Business Associate to access health information that is protected by state and/or federal law, Covered Entity and Business Associate agree as follows:

1.0 Definitions.

1.1 Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth in 45 C.F.R. Section 164.402.

1.2 Discovery of Breach. "Discovery of Breach" shall have the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.410.

1.3 HITECH. "HITECH" means the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively "HITECH"), adopted as part of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954.

1.4 Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.6 Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1.9 Security Incident. "Security Incident" shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR Section 164.304.


1.11 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals, through the use of technology or methodology, and subject to the Privacy Rule at 45 CFR Section 164.402, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.
EXHIBIT B

1.12 Terms used by not otherwise defined in this Agreement shall have the same meanings as set forth in the Privacy Rule or the Security Rule.

2.0 Use and Disclosure of Protected Health Information.

2.1 Covered Entity and Business Associate agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164, Subparts A and E of the Code of Federal Regulations (the "Privacy Rule"), and the requirements of HITECH with respect to privacy, security and breach notification (the "HITECH BA Provisions").

2.2 The HITECH BA Provisions which are required to be incorporated by reference in a business associate agreement are hereby incorporated as of the dates as may be specified in the applicable HITECH BA Provisions or the implementing regulations.

2.3 Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by this Agreement or in the Business Arrangements, (ii) as required by applicable law, or (iii) as otherwise authorized in writing by Covered Entity. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in the HITECH Act.

2.4 Business Associate shall have established an ongoing security program that complies, at a minimum, with that specified in the HIPAA Security Rule. Business Associate's security administration activities shall include, but not be limited to, (i) assessment of the risk; (ii) monitoring the safeguards; and (iii) preventing and mitigating security threats.

2.5 Business Associate shall have a reasonable system for discovery of breaches, and shall disclose such system to Covered Entity upon request.

2.6 Business Associate and Covered Entity shall each ensure that it has policies and procedures established and its workforce members and other agents are adequately trained as required in the HITECH BA Provisions regarding the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so. Covered Entity shall assist the Business Associate in training its workforce members and other agents on specific or unique Covered Entity processes.

3.0 Permitted Uses and Disclosures by Business Associate.

3.1 Except as otherwise described in this Section 3, Business Associate may use or disclose PHI only to the extent necessary to perform the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Business Arrangements.

3.2 Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:

3.2.1 The disclosure is Required By Law; or

3.2.2 Business Associate obtains reasonable assurances evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that such person or organization will (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required By Law; and (ii) notify the Business Associate, who shall in turn notify Covered Entity, of any instances of which the person or organization becomes aware in which the confidentiality of the PHI was breached.

3.3 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.502(j)(1).

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
EXHIBIT B

3.5 Business Associate may not use or disclose PHI inconsistent with any Notice of Restriction that is delivered by Covered Entity to Business Associate during the term hereof, setting forth a specific restriction granted to an Individual regarding their PHI.

3.6 Business Associate may not use or request more than the minimum necessary PHI to perform the services under this Agreement. Business Associate shall be responsible for advising Covered Entity what is the minimum necessary PHI required by Business Associate to perform the services.

4.0 Business Associate Safeguards.

4.1 In the event that Business Associate and Covered Entity exchange PHI electronically, Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted PHI received, or on behalf of, Covered Entity. Business Associate shall document and keep current these security measures and make them available to Covered Entity for inspection, upon request. Business Associate shall report to Covered Entity any Security Incident, as defined in 45 CFR 164.304, of which Business Associate becomes aware. Business Associate’s security measures must be consistent with HIPAA security regulations, Title 45, Part 160 and 164 of the Code of Federal Regulations (the “Security Rule”).

4.2 For data at rest, Business Associate shall protect Covered Entity's Electronic PHI using processes consistent with National Institute of Standards and Technology ("NIST"), NIST Special Publication 800-111.

4.3 For data in motion, Business Associate shall protect Covered Entity’s Electronic PHI using processes consistent with NIST Special Publications 800-52, 800-77, or 800-113, and may include others which are Federal Information Processing Standards FIPS 140-2 validated. Business Associate shall document and keep current these security measures. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate’s safeguards.

5.0 Subcontractors and Agents.

If Business Associate is permitted to subcontract under the Business Arrangements, and if Business Associate provides any PHI which was received from, or created for or received by Business Associate on behalf of Covered Entity, to a subcontractor or agent, then Business Associate shall require the subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement.

6.0 Duty to Mitigate.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall reasonably cooperate with covered Entity’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

7.0 Duty to Report and Incident/Breach, Unauthorized Uses and Disclosures or Misuse of PHI (Occurrence).

7.1 A Breach of Unsecured PHI shall be treated as “discovered” as of the first day on which such occurrence is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate.

7.2 Pursuant to 45 C.F.R. Section 410 and except as provided in 45 C.F.R. Section 164.412., without unreasonable delay, and in any event no later than ten (10) calendar days after Discovery, Business Associate shall notify Covered Entity of (i) any use or disclosure of PHI by Business Associate not permitted by this Agreement, (ii) any Security Incident (as defined in 45 C.F.R. Section 164.304) involving Electronic PHI, or (iii) any Breach of
EXHIBIT B

Unsecured PHI. Business Associate shall make the notification to Covered Entity's Privacy Official, identifying, (i) to the extent possible and subsequently as the information becomes available, the identification of all individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 45 C.F.R. Section 164.410.

7.3 Covered Entity will be responsible for providing notification to individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.

7.4 Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

7.5 The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

8.0 Duty to Produce Internal Practices, Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity or at the request of Covered Entity to the Secretary of Health and Human Services ("Secretary"), in a time and manner as designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this provision.

9.0 Duty to Account for Disclosures.

9.1 Accounting Requirements. For each disclosure not exempted under subsection 9.2 below, Business Associate will record the following Information for each disclosure of PHI, which Business Associate creates or receives for or from Covered Entity, that Business Associate makes to Covered Entity or a third party, including unauthorized disclosures: (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, including identification of the individuals to whom the PHI pertains, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures that Business Associate makes to the same person or entity, including Covered Entity, for a single purpose, Business Associate may provide (a) the disclosure information listed above for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

9.2 Exceptions to Accounting Requirements. Business Associate need not record disclosures of PHI for any of the following purposes: (i) Covered Entity's Treatment, Payment, or Health Care Operations; (ii) in response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative; (iii) made to persons involved in that Individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence
EXHIBIT B

purposes; or (vi) to law enforcement officials or correctional institutions regarding inmates.

9.3 Time Requirements. Business Associate must provide to Covered Entity a report of the accounting log required under subsection 9.1 no later than ten (10) days after Covered Entity’s request. Business Associate shall include in the log disclosures for the six-year period preceding Covered Entity’s receipt of a request for an accounting from an Individual, which will be specified by Covered Entity (except Business Associate will not be required to provide information for disclosures occurring before April 14, 2003.)

10.0 Duty to Provide Access to PHI.

At the direction of Covered Entity and in a time and manner specified by Covered Entity, Business Associate agrees to provide access to PHI that Covered Entity has determined to be part of Covered Entity’s Designated Record Set. This access will be provided to Covered Entity or, upon direction from Covered Entity, to an Individual, as required by the Privacy Rule.

11.0 Duty to Amend and Correct PHI.

At the direction of Covered Entity and in a time and manner specified by Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate and that Covered Entity has determined to be part of Covered Entity’s Designated Record Set.

12.0 Term and Termination.

12.1 This Agreement shall take effect upon the effective date of the Business Arrangements.

12.2 In addition to the rights established by the Business Arrangements, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its sole discretion, shall have the right to exercise any or all of the following rights:

12.2.1 Obtain reports, secure access and conduct inspection under this Agreement;

12.2.2 Require Business Associate to submit to a plan of monitoring compliance with this Agreement;

12.2.3 Provide Business Associate with a specified period of time to cure the breach; or

12.2.4 Terminate the Business Arrangements immediately.

12.3 Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

13.0 Return or Destruction of PHI.

Upon termination, cancellation, expiration or other conclusion of the Business Arrangements, Business Associate shall:

13.1 Return to Covered Entity or, if return is not feasible, destroy all PHI in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such Information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but no more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.
EXHIBIT B

13.2 If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology ("NIST"). HHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

13.2 If Business Associate believes that the return or destruction of PHI is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

14.0 Miscellaneous

14.1 Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

14.2 Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

14.3 Indemnification: To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to Business Associate's failure to meet any of its obligations under this Agreement.

14.4 Survival. The respective rights and obligations of Business Associate under Sections 13 and 14.3 shall survive termination of the Business Arrangements and this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The University Of Texas Southwestern Medical Center

By: [Signature]
Name: Ann Donte
Title: Executive Vice President for Business Affairs
Date: 1-27-2015

Adreina
By: [Signature]
Name: Ray Porcell
Title: Corporate Compliance Officer
Date: August 14, 2015

Please send a fully executed original of this agreement to:
Office of Contracts Management
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-8062

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STATE OF TEXAS
COUNTY OF DALLAS

The University of Texas Southwestern Medical Center by and through the undersigned duly authorized official, hereinafter called "the University" and MiraMed Revenue Group, LLC, an Illinois limited liability company, hereinafter called "Contractor", hereby agree as follows:

That the Contractor, for and in consideration of the covenants, conditions, contracts, and stipulations hereinafter expressed, does hereby agree to furnish to the University collection services as outlined in the provisions below entitled "General Provisions" and "Specifications for Collections", which are a part of this Contract, and that Contractor's performance of the Services shall (1) to the extent consistent with this Contract, conform to the specifications and requirements of that certain Request for Proposal related to Hospital/Physician Collections for The University of Texas Southwestern Medical Center, RFP No. MG-021215 (the "RFP"), and (2) to the extent consistent with the RFP and this Contract, conform with Contractor's proposal dated March 11, 2015 ("Contractor's Proposal") which was submitted by Contractor in response to the RFP.

A. GENERAL PROVISIONS

* 1. Contractor agrees to indemnify, defend and hold harmless the State of Texas, The University of Texas System and their Regents, The University and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they incur which result from any claims against them, individually or severally, for the negligence or willful misconduct by the Contractor or its officers, agents or employees in the performance of this Contract; To the extent authorized under the laws and Constitution of the State of Texas, the University agrees to indemnify, defend and hold harmless Contractor, its officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they incur which result from any claims against them, individually or severally, for the negligence or willful misconduct by the University or its officers, agents or employees in the performance of this Contract.

* 2. The Contractor, its officers, agents or employees, in the performance of this Contract, shall act in an independent capacity and not as officers, agents or employees of The University of Texas System, the State of Texas or The University.

* 3. The University may terminate this Contract should Contractor materially fail to perform the covenants herein contained within the time or in the manner provided herein if such failure is not cured within thirty (30) days of written notice by the University to the Contractor of such failure and the University's desire to terminate this Contract as a result of such failure.

* 4. Except as specifically provided in any HUB Subcontracting Plan ("HSP") attached hereto, this Contract is not assignable by Contractor either in whole or in part without the prior written consent of the University.

* 5. No amendment, alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. This Contract contains the entire Contract of the parties with respect to the subject matter hereof and no oral understanding or prior written or oral agreement with respect to the subject matter hereof not incorporated herein shall be binding on either of the parties hereto.

* 6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all services performed and expenses incurred, including travel and per diem, unless otherwise expressly provided.

* 7. The laws of the State of Texas shall govern the interpretation and performance of this Contract. ANY
ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE STATE OF TEXAS IN TRAVIS COUNTY, TEXAS.

8. The term of this Contract shall be from November 1, 2015 to October 31, 2018 with the right resting in the University to extend the term of the Contract, subject to the same terms and conditions, for up to one (1) additional twelve (12) month period.

9. The dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of the University shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Contract by the University nor any other conduct, action or inaction of any representative of the University relating to this Contract constitutes or is intended to constitute a waiver of the University’s or the state’s sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

10. By its signature below, Contractor certifies that it has the authority to do business in Texas and shall provide a Certificate evidencing same upon its execution of this Contract. Further, by its signature below, Contractor certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, it is exempt from the payment of those taxes, or it is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Contractor further certifies that there are no outstanding warrant holds in place against Contractor at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor further agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

12. Pursuant to Sections 2155.004 and 2155.006, Government Code, Contractor certifies that Contractor has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Contract, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

14. As used in this paragraph, the term “Information” means any data or information Contractor creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act (“GLB”, Public Law No. 106-102), the Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act (“HIPAA”, Public Law No. 104-191).

If the activities of Contractor under this Contract require Contractor to create, obtain, access, receive, store, or use Information then Contractor represents, warrants and certifies it will: (1) hold all Information in the strictest confidence; (2) not release any Information unless Contractor obtains University’s prior written
approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA; (3) not otherwise use or disclose Information except as (a) permitted or required by this Contract, (b) required by law, or (c) authorized by University in writing; (4) safeguard Information according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach-Bliley Act - see Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b)); (5) continually monitor its operations and take any action necessary to assure the Information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and (6) comply with the University's rules, policies, and procedures regarding the Information, including the UT System Administration Policy 165, to the extent that such rules, policies and procedures are provided to Contractor in writing. At University's request, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard Information.

If an impermissible use or disclosure of any Information occurs, Contractor will provide (1) written notice to University without unreasonable delay but in no event later than five (5) calendar days after Contractor's discovery of such use or disclosure and (2) all information University reasonably requests concerning such impermissible use or disclosure. If University determines that Contractor has materially breached the terms of this paragraph, then University may immediately terminate this Contract without notice or opportunity to cure. Within one hundred twenty (120) days after the expiration or earlier termination of this Contract for any reason, Contractor shall either return or destroy, at University's direction, all Information provided by University to Contractor under this Contract, including all Information provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities ("Contractor Affiliates"). Contractor will notify University prior to destruction of any of the Information. Contractor will require all Contractor Affiliates to agree in writing to comply with all of Contractor's obligations and responsibilities under this paragraph as if such persons or entities were the Contractor, and Contractor will be responsible for ensuring compliance by such Contractor Affiliates. Contractor's obligations under this paragraph shall survive the expiration or earlier termination of this Contract for any reason. To the extent the requirements under the Business Associate Agreement (BAA) conflict with this Paragraph, the BAA requirements will control.

Contractor acknowledges that it will be handling University's covered accounts, as those accounts are defined under 16 C.F.R. 881.1. To the extent required by applicable law, Contractor certifies that it has a compliant Identity Theft Prevention, Detection and Mitigation Program in place, as required under 16 C.F.R. 881.1, and will handle University's covered accounts in accordance with this Program.

15. University is a HIPAA Covered Entity and some of the information Contractor receives, maintains or creates on behalf of University may constitute Protected Health Information ("PHI") that is subject to HIPAA. Before Contractor may receive, maintain or create any University Records subject to HIPAA, Contractor will execute the HIPAA Business Associate Agreement ("BAA") set forth in EXHIBIT B, HIPAA Business Associate Agreement, attached and incorporated for all purposes. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.

16. This Contract is not effective for any amount over $1 million dollars until approved by the Board of Regents of The University of Texas System.

17. Performance by University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University shall issue written notice to Contractor and the University may terminate this Contract, and will have no further duty or obligation hereunder, except as set out in B. 21 below. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

18. Contractor and the University are aware of, are fully informed about, and are in full compliance with

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

19. If a HSP is attached to this Contract, Contractor agrees to use good faith efforts to subcontract the services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to the University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts ("TPSS"). If an HSP is attached to this Contract, Submission of compliance reports will be required as a condition for payment under the Contract. If the University determines that Contractor has failed to subcontract as set out in the HSP, the University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If the University determines that Contractor failed to implement the HSP in good faith, the University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. Further, in such case, the University may also revoke this Contract for breach and make a claim against the Contractor.

Changes to the HSP. If at any time during the term of the Contract, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by the University; and (3) if the University approves changes to the HSP, the Contract must be amended in accordance with Section 2.4.3 of the RFP to replace the HSP with the revised subcontracting plan.
Expansion of the Services. If the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If the University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) the Contract may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by the University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of the Contract and will be subject to any remedial actions provided by Texas law including Chapter 2161, Government Code, and 34 TAC Section 20.14. The University may report nonperformance under the Contract to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

The provisions of this Section 19 only apply if an HSP is attached to this Contract.

20. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to the University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when the University executes the Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the University, the University may terminate the Contract for default by Contractor.

21. Contractor acknowledges that the University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at the University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at the University’s premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at the University’s premises or facilities. Contractor acknowledges that the University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at their premises or facilities if such employee, subcontractor or agent is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

22. Contractor agrees that a written copy of Contractor’s Civil Rights “Affirmative Action Compliance Program” will be provided simultaneously with the Contract and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.
23. Contractor represents and warrants that all articles and services furnished under the Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of the Contract.

24. If the Contract requires Contractor's presence on the University's premises or in the University's facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions, to the extent that such rules, policies and procedures are provided to Contractor in writing.

25. Except as otherwise provided in this paragraph, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University:
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9087
Attn: AVP Revenue Cycle Operations

with copy to:
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062
Attn: Contracts Management

If to Contractor:
MiraMed Revenue Group, LLC
991 Oak Creek Dr.
Lombard, IL 60148
Attention: Joe Miserendino

with copy to:
Neda Ryan, Esq., Legal Counsel
MiraMed Revenue Group, LLC
255 West Michigan Avenue
Jackson, MI 49201

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. Access by Individuals with Disabilities. Contractor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1 TAC Chapter 213 and Title 1 TAC Section 205.70 (as authorized by Chapter 2054, Subchapter M, Texas Government Code). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement.

27. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter
552, Texas Government Code. In accordance with Section 552.002 of the TPJA and Section 2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Contract (and not otherwise exempt from disclosure under TPJA) available in a format reasonably requested by University that is accessible by the public.

B. SPECIFICATIONS FOR COLLECTIONS

1. Contractor agrees to accept for collection, upon the terms and conditions prescribed by this Contract, all unpaid accounts that the University may choose to refer to the Contractor. The number and origin of these accounts and the means by which Contractor shall receive the accounts shall be determined solely by, and may be altered at the discretion of, the University. At least 3 different University departments may refer accounts to the Contractor.

2. Contractor shall acknowledge to the Account Resolution Department of Patient Revenue Cycle Office and to any other office or entity designated in writing by the University, the receipt of all accounts referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form acceptable to the University no later than seven (7) calendar days after accounts are referred to Contractor.

3. Contractor promptly undertakes, through proper and lawful means, the collection of every account referred by the University without regard to the amount. Contractor agrees and warrants that all collection activities will be in conformity to existing federal, state or local laws and regulations. Contractor agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a result of any legal action against the University arising out of the collection practices or methods of Contractor’s officers, agents or employees that are in violation of this Agreement or that constitute negligence or intentional misconduct.

4. Contractor shall implement thorough collection procedures in its attempt to achieve a maximum recovery of debts. To the extent permitted by applicable law, such procedures shall include telephone calls, mail efforts and skip tracing procedures whenever necessary and appropriate.

5. Contractor acknowledges the privacy rights of debtors and shall not release information concerning the delinquent debtor to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior written approval from the University.

6. Contractor shall furnish services and reports to the Account Resolution Department of the University as outlined in the attached Exhibit A, which is incorporated herein by reference. Reports shall be in a form acceptable to the University, shall include information required by the University, and be furnished at times reasonably prescribed by the University. All reports must be kept separate by the particular department of the University that referred the account to the Contractor.

7. Payments received by Contractor shall be deposited in the University's Bank Account Number 0047 8748 5944, at Bank America once a week. The Contractor shall provide a copy of said weekly deposit to the University along with a statement of collections received on each debtor’s account.

8. The following collection fees shall be the sole consideration paid to Contractor for its services under this Contract:

9.75% collection fee on the delinquent balance of each account collected without the filing of suit. To the extent allowed by the Debtor's signed agreement or as otherwise authorized by law, this collection fee is to be collected in addition to the balance due. The percentage collection fee shall be based on the money actually collected which is past due and which is deposited in the University’s bank account.
The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in the collection of accounts over and above the percentage commission allowed in item B.8. above. THE CONTRACTOR WILL NOT BE AUTHORIZED OR OBLIGATED TO FILE LAWSUITS, PERFORM SERVICES RELATED TO COORDINATION OF BENEFITS, OR BILL OR COLLECT ANY AMOUNTS FROM THIRD PARTY PAYORS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS AS CONTEMPLATED BY THIS AGREEMENT. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Contractor shall invoice University on a monthly basis for said commission fee, which shall be payable within thirty (30) days after receipt of invoices.

9. Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due based upon the information available to Contractor. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

10. Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any negligence or intentional misconduct of the Contractor or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to promptly refer any Notice of Bankruptcy to the University.

11. Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification to do so by the University and to return accounts to the University upon request. Accounts referred to Contractor by University shall be returned to the University if there is no payment activity for four (4) consecutive calendar months since the later of the date of the last transaction or the date of Contractor's receipt of the account. In accordance with terms of Exhibit A. Additional.

12. No collection fees shall be paid to Contractor on accounts which are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

13. No collection fee shall be paid to Contractor on accounts which are deferred, postponed or canceled by University and requested by University to be returned prior to the receipt of any payment on the account.

14. Contractor shall not share in funds collected by the University as a result of exercise or enforcement by the University of any statutory rights (including but not limited to enforcement of hospital liens), its right to offset monies owed the debtor by the State of Texas or the University or its rights to hold the grades, degree or transcript or bar the readmission of the debtor. The University will notify Contractor of any monies received pursuant to exercise of these rights.

15. Any amounts received by Contractor which are in excess of that which is due and payable are overpayments and shall be forwarded in full to the University with an explanation that the amount is an overpayment. Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

16. Contractor agrees to promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to the University that Contractor agrees to perform.

17. Contractor shall appoint at least one representative who will have primary responsibility and authority for the University's accounts.
UTSW Contract FY2015-4828

18. Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours upon reasonable advance notice, at any time during the term of this Contract and for a period of four (4) years thereafter. Contractor will not destroy any of the records and documents relating to University accounts until it has received written permission to do so from the University. Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(e) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors. To the extent applicable to the Contract, in accordance with Section 1861(v) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

19. Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of this Contract.

20. Contractor shall be responsible for and shall protect the University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to the University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of this Contract, and following its termination, for so long as the Contractor is engaged in collecting the University's accounts, a blanket performance bond in the amount of $150,000.00, payable to the University to protect the University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to the University for any reason the monies collected as required by this Contract. The bond shall be in a form and issued by a surety satisfactory to the University and shall require at least sixty (60) working days' advance written notice of cancellation to the University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request of the University.

In addition to the above, Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Commercial General Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (any one fire)</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Medical Expenses (any one person)</td>
<td>$ 10,000</td>
</tr>
</tbody>
</table>

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.
Director and Officer Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim.

Policies must include a waiver of all rights of subrogation and other rights in favor of University. Further, University may request (but not require unless the Contractor agrees to such modification in writing) that Contractor maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence; recklessness; or the intentional acts of the Contractor or its agents.

Contractor will deliver to the University:

A. Evidence satisfactory to the University in its sole discretion, evidencing the existence of all the required insurance and bonding promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of the Contract; and

B. Additional evidence, satisfactory to the University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies or bond, the University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under the Contract.

Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect the University as Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to the University, giving the University the right to pay the premium to maintain coverage, in which event Section 20.B. will apply.

The insurance policies required in the Contract will be kept in force for the periods specified below:

B.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Director and Officer Liability insurance will be kept in force until receipt of final payment made by Contractor to University under this Agreement; and

B.2 Workers’ Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Services have been fully performed and accepted by the University in writing.

21. Either party has the right to cancel this Contract upon thirty (30) days written notice to the other party. Upon the effectiveness of such cancellation, Contractor must immediately cease all collection efforts on University accounts. Monies received by Contractor during the sixty (60) day period immediately following the cancellation date will be subject to the fee provisions of Paragraph B.8. All accounts shall be returned to the University within sixty (60) days of the cancellation of this Contract.

22. Upon the termination of the Contract or upon expiration of the term in accordance with Paragraph A.8 above, and except as provided by Paragraph B.21 above, Contractor shall return all accounts to the University and any collections received by the Contractor after such termination date shall be sent to the University without a fee charge.

23. All money received for an account after the date that the account was required to be returned to the University under any provision of this Contract shall be returned in full by Contractor to the University.

24. Should Contractor either fail or refuse to return an account to the University as required by any provision of this Contract, Contractor shall cease any further collection effort on the account and shall consider the
account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses reasonably incurred by the University in its efforts either in or out of court to obtain the return of accounts. Contractor shall also be responsible for any claims or damages which may arise from its failure or refusal to return accounts in a timely fashion in accordance with and as required by this Agreement.

ENTERED INTO THIS 15th DAY OF November, 2015.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: [Signature]
Name: [Name]
Title: Executive Vice President for Business Affairs

MIRAMED REVENUE GROUP, LLC

By: [Signature]
Name: [Name]
Title: [Title]

FORM APPROVED:
Office of General Counsel
The University of Texas System

By: [Signature]
Traci L. Cotton, Sr. Associate General Counsel
Managing Attorney, Claims and Financial Litigation

OFFICE OF THE ATTORNEY GENERAL OF TEXAS

By: [Signature]
Ronald R. Del Vento
Assistant Attorney General
Chief, Bankruptcy & Collections Division
Agency fee 9.75%

Statement of Work:

- Effective 9/1/15 MiraMed will receive placements of physician and hospital accounts as primary Bad Debt placement, defined as accounts that are written off at 120 days.
- Test files of data between UTSW and MiraMed in the EPIC Single Billing Office environment must first balance for all reports and test placements including payment files before actual accounts will be placed.
- Any future upgrades to EPIC that involve agency files will need further testing and approvals of the testing process by UTSW.
- Accounts will remain until collected or 365 days from placement date.
- Agency must obtain approval in writing for any settlement requests. A note should also be received in the note file to show on the patient account in EPIC prior to request for approval.
- Agency is responsible to run their own credit card payments in their credit card system.
- Recalled accounts must be recalled immediately and should be listed on the recall report within 48 hours of recall.
- Agency will provide access to recorded calls upon request.
- Agency will send a prototype for UTSW to review and approve of all letters proposed to be sent to the patient. These letters will also need to include specific verbiage for the CMC, PHHS, and THD service areas.
- Agency will keep any payment plans they set up for extended period past the 365 days. However, any payment plan past the 365 day close date that has no payment for a period of 120 days must be closed and returned.
- Agency must use triggers supplied by Experian. Experian Health Collection Optimization service monitors unpaid collection accounts, on behalf of UTSW and pursuant to an agreement with UTSW, for certain events that would indicate that a patient's financial situation is improving and may be in a better position to pay their medical debt. This inspection will check the accounts for: new auto lease, new mortgage loan, new retail loan, new auto loan, new employment update information, new installment loan, new bank or credit card, new phone update information, new address update information, etc. Then, Experian Health will detail these aspects within a trigger file to each applicable account. The trigger file will then be placed on the FTP server within the "collection-triggers" folder for that collection agency. By way of clarification, Agency shall not be responsible to engage Experian as a subcontractor or other vendor of Agency or pay Experian any compensation or other amounts in connection with the services provided by Experian as contemplated by this Agreement.
- If agency locates new insurance information they must notify UTSW in a closed and return file which should tie to the note file with the updated insurance information. The agency will receive credit of their fee for any monies collected from the insurance company.

Separate files for the following:

- Files to include Physician and Hospital or Physician only based on service areas
- UT Southwestern Medical Center to include Zale Lipshy University Hospital, Clements University Hospital and hospital-based clinics for the hospital billing; and Physician Services billing.
- CMC (Children's Medical Center) for physician services only
MiraMed – Collection Agency

- PHHS (Parkland Health & Hospital Systems) for physician services only
- THD Texas Health Dallas for physician services only

Collections for these service areas can include the following Guarantor account types:

- Personal family, dental, vision, mental health, workman’s comp (self pay portion could be due), charity (if patient approved for specific percentage), and transplant case rate.

**Daily files sent to MiraMed, to include**

- Account payment files
- Account write off / placement files

**Daily files received from MiraMed, to include**

- Note file

**Weekly files sent to MiraMed, to include**

- Recall files/Close and Return files

**Weekly files received from MiraMed, to include**

- 835 Payment files that must be in a format for electronic posting
- Separate Closed and Return files for bankruptcies and deceased
- Closed and return files for all other accounts to include bad debt 365 days from placement date and all other closed and return reasons.

**Weekly files sent to Experian from MiraMed**

Experian to balance files with MiraMed and UT Southwestern Medical Center

- Balance closed and return accounts between UTSW and MiraMed
- Balance the payment plans set by MiraMed to what we show in EPIC as level 8.
- Balance the payments received by MiraMed
- Balance the accounts written off or settled
- Acknowledgement report weekly showing what was placed daily within the last 7 days.

**Reports and Invoice for payment**

For reports and payment invoices agency will use at least 4 separate client numbers to track separate files for each service area of placement.

- UTSW service area
- CMC – Children’s Medical Center
- PHHS – Parkland Health and Hospital System
THD – Texas Health Dallas

Payment invoice to include the following information:
Client number
Guarantor account# 
Account# (HAR)
Patient Name
Amount paid
Date paid

Agency is currently being set up as a direct deposit to UTSW lockbox for funds to be sent as Net collections.

835 electronic payment file – should receive 4 payment files for each client number weekly.

Agency will provide in the payment invoice detail of any patient that will cause a negative in the invoice such as NSF check and/or incorrect payment listed from a prior invoice. Must also include the original account(s) and charge line(s) that were attached to the original payment and list the invoice number and date of the original payment.

2176550.2
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, TX 75390 ("Covered Entity") and MiraMed Revene Group, LLC, an Illinois limited liability company ("Business Associate").

Whereas, Covered Entity and Business Associate have entered or are entering into agreements or other documented arrangements, (collectively, "Business Arrangements") that require Business Associate to access health information that is protected by state and/or federal law, Covered Entity and Business Associate agree as follows:

1.0 Definitions.

1.1 Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health information in a manner not permitted by the Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth in 45 C.F.R. Section 164.402.

1.2 Discovery of Breach. "Discovery of Breach" shall have the same meaning given to such term or concept under Title 45, Part 164, Subpart D of the Code of Federal Regulations (the "Breach Notification Rule"), including, but not limited to, 45 CFR 164.410.

1.3 HITECH. "HITECH" means the Health Information technology for Economic and Clinical Health Act and its implementing regulations (collectively "HITECH"), adopted as part of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954.

1.4 Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.6 Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1.9 Security Incident. "Security Incident" shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR Section 164.304.


1.11 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals, through the use of technology or methodology specified by the Secretary in accordance with and subject to the Privacy Rule at 45 CFR Section 164.402, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.
1.12 Terms used by not otherwise defined in this Agreement shall have the same meanings as set forth in the Privacy Rule or the Security Rule.

2.0 Use and Disclosure of Protected Health Information.

2.1 Covered Entity and Business Associate agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, including without limitation the Security Rule, the Privacy Rule and the Breach Notification Rule, and the requirements of HITECH with respect to privacy, security and breach notification (the "HITECH BA Provisions").

2.2 The HITECH BA Provisions which are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement as of the dates as may be specified in the applicable HITECH BA Provisions or the implementing regulations.

2.3 Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by this Agreement or in the Business Arrangements, or (ii) as required by applicable law. Further, Business Associate agrees not to use or further disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, except to provide data aggregation services relating to the health care operations of Covered Entity in accordance with Section 3.4 below or for the proper management and administration of Business Associate as provided by Section 3.2 below. To the extent Business Associate carries out an obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in the HITECH Act.

2.4 Business Associate shall have established an ongoing security program that complies, at a minimum, with that specified in the HIPAA Security Rule. Business Associate's security administration activities shall include, but not be limited to, (i) assessment of the risk; (ii) monitoring the safeguards; and (iii) preventing and mitigating security threats.

2.5 Business Associate shall have a reasonable system for discovery of breaches, and shall disclose such system to Covered Entity upon request.

2.6 Business Associate and Covered Entity shall each ensure that it has policies and procedures established and its workforce members and other agents are adequately trained as required in the HITECH BA Provisions regarding the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so. Covered Entity shall assist the Business Associate in training its workforce members and other agents on specific or unique Covered Entity processes.

3.0 Permitted Uses and Disclosures by Business Associate.

3.1 Except as otherwise described in this Section 3, Business Associate may use or disclose PHI only to the extent necessary to perform the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Business Arrangements.

3.2 Business Associate may use and/or disclose PHI it creates or receives from or on behalf of Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:

3.2.1 The disclosure is Required By Law; or

3.2.2 Business Associate obtains reasonable assurances evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that such person or organization will (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required By Law; and (ii) notify the Business Associate, who shall in turn notify Covered Entity, of any instances of which the person or organization becomes aware in which the confidentiality of the PHI was breached.
EXHIBIT B

3.3 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.502(h)(1).

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may not use or disclose PHI inconsistent with any notice of restriction that is delivered by Covered Entity to Business Associate during the term hereof, setting forth a specific restriction granted to an Individual regarding their PHI in accordance with HIPAA, HITECH and their implementing regulations.

3.6 To the extent required by HIPAA, HITECH and their implementing regulations, Business Associate may not use or request more than the minimum necessary PHI to perform the services under this Agreement. Business Associate shall be responsible for advising Covered Entity what is the minimum necessary PHI required by Business Associate to perform the services.

4.0 Business Associate Safeguards.

4.1 In the event that Business Associate and Covered Entity exchange PHI electronically, Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted PHI received from, or on behalf of, Covered Entity. Business Associate shall document and keep current these security measures and make them available to Covered Entity for inspection, upon request. Business Associate shall report to Covered Entity any Security Incident, as defined in 45 CFR 164.304, of which Business Associate becomes aware. Business Associate’s security measures must be consistent with HIPAA security regulations, Title 45, Part 160 and 164 of the Code of Federal Regulations (the “Security Rule”).

4.2 For data at rest, Business Associate shall protect Covered Entity’s Electronic PHI using processes consistent with National Institute of Standards and Technology (“NIST”), NIST Special Publication 800-111.

4.3 For data in motion, Business Associate shall protect Covered Entity’s Electronic PHI using processes consistent with NIST Special Publications 800-52, 800-77, or 800-113, and may include others which are Federal Information Processing Standards FIPS 140-2 validated. Business Associate shall document and keep current these security measures. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect and/or audit Business Associate’s safeguards.

5.0 Subcontractors and Agents.

If Business Associate is permitted to subcontract under the Business Arrangements, and if Business Associate provides any PHI which was received from, or created for or received by Business Associate on behalf of Covered Entity, to a subcontractor or agent, then Business Associate shall require the subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement.

6.0 Duty to Mitigate.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall reasonably cooperate with covered Entity’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable corrective action plan.

7.0 Duty to Report and Incident/Breach, Unauthorized Uses and Disclosures or Misuse of PHI (occurrence).
7.1 A Breach of Unsecured PHI shall be treated as "discovered" as of the first day on which such occurrence is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate.

7.2 Pursuant to and as required by 45 C.F.R. 164.410 and except as provided in 45 C.F.R. Section 164.412, without unreasonable delay, and in any event no later than thirty (30) calendar days after discovery, Business Associate shall notify Covered Entity of (i) any use or disclosure of PHI by Business Associate not permitted by this Agreement, (ii) any Security Incident (as defined in 45 C.F.R. Section 164.304) involving Electronic PHI, or (iii) any Breach of Unsecured PHI. Business Associate shall make the notification to Covered Entity's Privacy Official, identifying, (i) to the extent possible and subsequently as the information becomes available, the identification of all individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 45 C.F.R. 164.410.

7.3 Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act and the regulations implemented thereunder.

7.4 Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific finding of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

7.5 To the extent permitted by HIPAA and HITECH and their implementing regulations, the Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

8.0 Duty to Produce Internal Practices, Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity or at the request of Covered Entity to the Secretary of Health and Human Services ("Secretary"), in a time and manner as designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI received from, or created or received by Business Associate on behalf of Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this provision.

9.0 Duty to Account for Disclosures.

9.1 Accounting Requirements. Business Associate will make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. For each disclosure not excepted under subsection 9.2 below or otherwise excepted from an individual's right to receive an accounting under 45 CFR 164.528, Business Associate will record the following information for each disclosure of PHI, which Business Associate creates or receives from Covered Entity, that Business Associate makes to Covered Entity or a third party, including unauthorized disclosures: (i) the disclosure date, (ii) the
EXHIBIT B

9.2 Exceptions to Accounting Requirements. Business Associate need not record disclosures of PHI for any of the following purposes: (i) Covered Entity’s Treatment, Payment, or Health Care Operations; (ii) in response to a request from the individual who is the subject of the disclosed PHI, or to that Individual’s Personal Representative; (iii) made to persons involved in that Individual’s health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or Intelligence purposes; or (vi) to law enforcement officials or correctional institutions regarding inmates.

9.3 Time Requirements. Business Associate must provide to Covered Entity a report of the accounting log required under subsection 9.1 no later than thirty (30) days after Covered Entity’s request. Business Associate shall include in the log disclosures for the six-year period preceding Covered Entity’s receipt of a request for an accounting from an individual, which will be reasonably specified by Covered Entity (except Business Associate will not be required to provide information for disclosures occurring before April 14, 2003.)

10.0 Duty to Provide Access to PHI.

At the direction of Covered Entity and in a time and manner reasonably specified by Covered Entity, Business Associate agrees to provide access to PHI that Covered Entity has determined to be part of Covered Entity’s Designated Record Set and as required by 45 CFR 164.524. This access will be provided to Covered Entity or, upon direction from Covered Entity, to an Individual, as required by the Privacy Rule.

11.0 Duty to Amend and Correct PHI.

At the direction of Covered Entity and in a time and manner reasonably specified by Covered Entity, Business Associate agrees to make available for amendment, or to amend or correct, PHI held by Business Associate and that Covered Entity has determined to be part of Covered Entity’s Designated Record Set as required by 45 CFR 164.526.

12.0 Term and Termination.

12.1 This Agreement shall take effect upon the effective date of the Business Arrangements.

12.2 In addition to the rights established by the Business Arrangements, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its reasonable discretion, shall have the right to exercise any or all of the following rights:

12.2.1 Provide Business Associate with a specified period of time to cure the breach; or

12.2.2 Terminate the Business Arrangements immediately.

12.3 Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

13.0 Return or Destruction of PHI.

Upon termination, cancellation, expiration or other conclusion of the Business Arrangements, Business Associate shall:
13.1 Subject to the terms of Section 13.2 below, return to Covered Entity or, if return is not feasible, destroy all PHI in whatever form or medium that Business Associate received from or created or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but no more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.

13.2 If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (“NIST”). HHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

13.2 Notwithstanding the foregoing or any provision of this Agreement to the contrary, if Business Associate reasonably believes that the return or destruction of PHI is not feasible, Business Associate shall provide written notification to Covered Entity of the conditions that make return or destruction infeasible and extend the protections of this Agreement to the PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the information infeasible to the extent permitted by HIPAA for so long as Business Associate maintains the PHI.

14.0 Miscellaneous.

14.1 Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

14.2 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

14.3 Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney’s fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to Business Associate’s failure to meet any of its obligations under this Agreement.

14.3 No Third Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

14.4 Survival. The respective rights and obligations of Business Associate under Sections 13 and 14.3 shall survive termination of the Business Arrangements and this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The University Of Texas
Southwestern Medical Center

By: [Signature]
Name: Arnim Donies
Title: Executive VP for Business Affairs
Date: 11-3-2015

MiraMed Revenue Group

By: [Signature]
Name: [Signature]
Title: President
Date: 10-7-15

Please send a fully executed original of this agreement to:
Office of Contracts Management
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9082

2178474.1
The University of Texas Southwestern Medical Center by and through the undersigned duly authorized official, hereinafter called "the University" and Account Services Collections, Inc., hereinafter called "Contractor", hereby agree as follows:

That the Contractor, for and in consideration of the covenants, conditions, contracts, and stipulations hereinafter expressed, does hereby agree to furnish to the University collection services as outlined in the provisions below entitled "General Provisions" and "Specifications for Collections", which are a part of this Contract, and that Contractor's performance of the Services shall (1) conform to the specifications and requirements of that certain Request for Proposal related to Hospital/Physician Collections for The University of Texas Southwestern Medical Center, RFP No. MC-0212:5 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, conform with Contractor's proposal dated March 11, 2015 ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes.

A. GENERAL PROVISIONS

* 1. Contractor agrees to indemnify, defend and hold harmless the State of Texas, The University of Texas System and their Regents, The University and their officers, agents and employees from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally, for any acts or omissions by the Contractor or its officers, agents or employees in the performance of this contract.

* 2. The Contractor, its officers, agents or employees, in the performance of this Contract, shall act in an independent capacity and not as officers, agents or employees of The University of Texas System, the State of Texas or The University.

* 3. The University may terminate this Contract and be relieved of the payment of any further obligation to Contractor should Contractor fail to perform the covenants herein contained within the time or in the manner provided. In the event of such termination, the University may proceed with specific performance of the services provided for herein in any manner deemed proper by the University.

* 4. Except as specifically provided in any HUB Subcontracting Plan ("HSP") attached hereto, this Contract is not assignable by Contractor either in whole or in part without the prior written consent of the University.

* 5. No amendment, alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. This Contract contains the entire Contract of the parties and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

* 6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all services performed and expenses incurred, including travel and per diem, unless otherwise expressly provided.

* 7. The laws of the State of Texas shall govern the interpretation and performance of this Contract. ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION OF THE STATE OF TEXAS IN TRAVIS COUNTY, TEXAS.
8. The term of this Contract shall be from January 1, 2016 to December 31, 2018 with the right resting in the University to extend the term of the Contract, subject to the same terms and conditions, for up to one (1) additional twelve (12) month period.

9. The dispute resolution process provided for in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of the University shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Contract by the University nor any other conduct, action or inaction of any representative of the University relating to this Contract constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

10. By its signature below, Contractor certifies that it has the authority to do business in Texas and shall provide a Certificate evidencing same upon its execution of this Contract. Further, by its signature below, Contractor certifies that, to the best of its knowledge, it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, it is exempt from the payment of those taxes, or it is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Contractor further certifies that there are no outstanding warrant holds in place against Contractor at the office of the Texas Comptroller of Public Accounts. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor further agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11. Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

12. Pursuant to Sections 2155.004 and 2155.006, Government Code, Contractor certifies that Contractor has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Contract, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

14. As used in this paragraph, the term "Information" means any data or information Contractor creates, obtains, accesses, receives, stores, or uses in performing this Contract; for example, social security numbers, credit card numbers, or data protected or made confidential or sensitive by any applicable federal or Texas law or regulation, including the Gramm-Leach-Bliley Act ("GLB", Public Law No. 106-102), the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. Section 1232g) and the Health Insurance Portability and Accountability Act ("HIPAA", Public Law No. 104-191).

If the activities of Contractor under this Contract require Contractor to create, obtain, access, receive, store, or use information then Contractor represents, warrants and certifies it will: (1) hold all Information in the strictest confidence; (2) not release any Information unless Contractor obtains University's prior written approval and performs such a release in full compliance with all applicable privacy laws, including GLB, FERPA and HIPAA; (3) not otherwise use or disclose Information except as (a)
permitted or required by this Contract, (b) required by law, or (c) authorized by University in writing; (4) safeguard Information according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology, the Center for Internet Security, or the Gramm-Leach-Bliley Act - see Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, keeping in mind the objectives of Section 314.3(b)); (5) continually monitor its operations and take any action necessary to assure the Information is safeguarded in accordance with the terms of this Contract and as required by applicable federal or Texas law or regulation; and (6) comply with the University’s rules, policies, and procedures regarding the Information, including the UT System Administration Policy 165. At University’s request, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard Information.

If an impermissible use or disclosure of any Information occurs, Contractor will provide (1) written notice to University within one (1) business day after Contractor’s discovery of such use or disclosure and (2) all information University requests concerning such impermissible use or disclosure. If University determines that Contractor has breached the terms of this paragraph, then University may immediately terminate this Contract without notice or opportunity to cure. Within 30 days after the expiration or earlier termination of this Contract for any reason, Contractor shall either return or destroy, at University’s direction, all Information provided by University to Contractor under this Contract, including all University Information provided to Contractor’s employees, subcontractors, agents, or other affiliated persons or entities ("Contractor Affiliates"). Contractor will notify University prior to destruction of any of the Information. Contractor will require all Contractor Affiliates to agree in writing to comply with all of Contractor’s obligations and responsibilities under this paragraph as if such persons or entities were the Contractor, and Contractor will be responsible for ensuring such compliance by such Contractor Affiliates. Contractor’s obligations under this paragraph shall survive the expiration or earlier termination of this Contract for any reason.

Contractor acknowledges that it will be handling University’s covered accounts, as those accounts are defined under 16 C.F.R. 681.1. Contractor certifies that it has a compliant Identity Theft Prevention, Detection and Mitigation Program in place, as required under 16 C.F.R. 681.1, and will handle University’s covered accounts in accordance with this Program.

15. University is a HIPAA Covered Entity and some of the information Contractor receives, maintains or creates for or on behalf of University may constitute Protected Health Information ("PHI") that is subject to HIPAA. Before Contractor may receive, maintain or create any University Records subject to HIPAA, Contractor will execute the HIPAA Business Associate Agreement ("BAA") set forth in EXHIBIT B, HIPAA Business Associate Agreement, attached and incorporated for all purposes. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.

16. This Contract is not effective for any amount over $1 million dollars until approved by the Board of Regents of The University of Texas System.

17. Performance by University under the Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then the University shall issue written notice to Contractor and the University may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

18. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973,

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

19. If a HSP is attached to this Contract, Contractor agrees to use good faith efforts to subcontract the services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to the University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts ("TPSS"). Submission of compliance reports will be required as a condition for payment under the Contract. If the University determines that Contractor has failed to subcontract as set out in the HSP, the University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If the University determines that Contractor failed to implement the HSP in good faith, the University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. The University may also revoke this Contract for breach and make a claim against the Contractor.

Changes to the HSP, if at any time during the term of the Contract, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by the University; and (3) if the University approves changes to the HSP, the Contract must be
amended in accordance with Section 2.4.3 of the RFP to replace the HSP with the revised subcontracting plan.

Expansion of the Services. If the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If the University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) the Contract may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by the University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of the Contract and will be subject to any remedial actions provided by Texas law including Chapter 2161, Government Code, and 34 TAC Section 20.14. The University may report nonperformance under the Contract to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

20. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to the University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when the University executes the Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to the University, the University may terminate the Contract for default by Contractor.

21. Contractor acknowledges that the University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at the University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at the University’s premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at the University’s premises or facilities. Contractor acknowledges that the University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at their premises or facilities if such employee, subcontractor or agent is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

22. Contractor agrees that a written copy of Contractor’s Civil Rights “Affirmative Action Compliance Program” will be provided simultaneously with the Contract and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.
23. Contractor represents and warrants that all articles and services furnished under the Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of the Contract.

24. If the Contract requires Contractor’s presence on the University’s premises or in the University’s facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

25. Except as otherwise provided in this paragraph, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University:
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd
Dallas, TX 75390-9087
Attn: AVP Revenue Cycle Operations

with copy to:
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062
Attn: Contracts Management

If to Contractor:
Account Services Collections, Inc.
1802 N.E. Loop 410, Suite 400
San Antonio, TX 78217-5298
Attention: Julie Goforth

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. Access by Individuals with Disabilities. Contractor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1 TAC Chapter 213 and Title 1 TAC Section 206.70 (as authorized by Chapter 2054, Subchapter M, Texas Government Code). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

27. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA and Section 2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Contract (and not otherwise exempt
from disclosure under TPIA) available in a format reasonably requested by University that is accessible by
the public.

B. SPECIFICATIONS FOR COLLECTIONS

1. Contractor agrees to accept for collection, upon the terms and conditions prescribed in this
Contract, all unpaid accounts that the University may choose to refer to the Contractor. The number and origin
of these accounts and the means by which Contractor shall receive the accounts shall be determined solely
by, and may be altered at the discretion of, the University. Revenue Cycle Operations, and potentially other
related departments may refer accounts to the Contractor.

2. Contractor shall acknowledge to the Account Resolutions Department of Patient Revenue
Cycle Office and to any other office or entity designated in writing by the University, the receipt of all accounts
referred to Contractor for collection. Contractor shall transmit this acknowledgment in a form acceptable to the
University no later than seven (7) calendar days after accounts are referred to Contractor.

* 3. Contractor shall promptly undertake, through proper and lawful means, the collection of every
account referred by the University without regard to the amount, subject to the minimum account levels agreed
to by Contractor and University pursuant to the attached Statement of Work. Contractor agrees and warrants
that all collection activities will be in conformity to existing federal, state or local laws and regulations. Contractor
agrees to indemnify the University for any costs of whatever kind and nature incurred by the University as a
result of any legal action against the University from the collection practices or methods of Contractor's officers,
agents or employees.

4. Contractor shall implement thorough collection procedures in its attempt to achieve a
maximum recovery of debts. Such procedures shall include telephone calls, mail efforts and skip tracing
procedures whenever necessary.

* 5. Contractor acknowledges the privacy rights of debtors and shall not release information
concerning the delinquent debtor to any credit bureau or other third parties without full compliance with all
federal and state privacy laws.

6. Contractor shall furnish services and reports to the Account Resolutions Department of the
University as outlined in the attached Exhibit A.

Reports shall be in a form acceptable to the University, shall include information required by the University, and
be furnished at times prescribed by the University. All reports must be kept separate by the particular
department of the University that referred the account to the Contractor.

7. Payments received by Contractor shall be deposited in the University's Bank Account Number
0047 8748 5944, at Bank America once a week. The Contractor shall provide a copy of said weekly deposit
to the University along with a statement of collections received on each debtor's account.

8. The following collection fees shall be the sole consideration paid to Contractor for its services
under this Contract:

30% collection fee on the delinquent balance of each account collected without the
filing of suit. The percentage collection fee shall be based on the money actually collected on
accounts placed with Contractor.

*The University shall not be liable to the Contractor for any costs, fees or expenses incurred by Contractor in
the collection of accounts over and above the percentage commission allowed in item B.8. above. THE
CONTRACTOR WILL NOT BE AUTHORIZED TO FILE LAWSUITS ON BEHALF OF THE UNIVERSITY IN ORDER TO COLLECT ACCOUNTS. The University will be responsible only for the specified commission and no other expenses incurred by Contractor. Contractor shall invoice University on a monthly basis for said commission fee, which shall be payable within thirty (30) days after receipt of invoices.

9. Contractor shall be responsible for ensuring that the accounts are updated to reflect the amount actually past due. Contractor shall return an account to the University as soon as the delinquency has been paid. Contractor shall exercise special care to ensure that the entire principal with interest and penalties assessed and collection fees, as authorized by the Debtor's signed agreement or as otherwise authorized by law, have been paid before informing the borrower or debtor that the debt is paid in full.

10. Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the Contractor or its officers, agents or employees. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the loan or account is not paid in full, and failing to immediately refer any Notice of Bankruptcy to the University.

11. Contractor agrees to suspend action either temporarily or permanently on any account referred for collection upon notification to do so by the University and to return accounts to the University upon request. Accounts referred to Contractor by University shall be returned to the University after collected and all non-paying accounts shall be returned after 365 days from placement with Contractor.

12. No collection fees shall be paid to Contractor on accounts which are referred for collection, but on which the University receives payment prior to any collection efforts being performed by Contractor.

13. No collection fee shall be paid to Contractor on accounts which are deferred, postponed or canceled.

14. Contractor shall not share in funds collected by the University as a result of exercise or enforcement by the University of any statutory rights (including but not limited to enforcement of hospital liens), its right to offset monies owed the debtor by the State of Texas or the University or its rights to hold the grades, degree or transcript or bar the readmission of the debtor. The University will notify Contractor of any monies received pursuant to exercise of these rights.

15. Any amounts received by Contractor which are in excess of that which is due and payable are overpayments and shall be forwarded in full to the University with an explanation that the amount is an overpayment. Contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.

16. Contractor agrees to promptly cancel and return to the University all accounts on which collection activity has ceased or accounts which are requested to be returned by the University. Contractor agrees to return accounts with a record of any contacts made with the borrower including current address, telephone number, and any other information that will aid in the future collection of the account. The transmission of such information is part of the service to the University that Contractor agrees to perform.

17. Contractor shall appoint at least one representative who will have primary responsibility and authority for the University's accounts.

18. Contractor will maintain records as they pertain to said accounts in such a manner as to be auditable by the University during normal business hours, at any time during the term of this Contract and for a period of four (4) years thereafter. Contractor will not destroy any of the records and documents
relating to University accounts until it has received written permission to do so from the University. Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors. To the extent applicable to the Contract, in accordance with Section 1861(v)(i)(j) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

19. Contractor shall promptly respond to complaints or inquiries transmitted to Contractor by the University which arise out of Contractor's performance of this Contract.

* 20. Contractor shall be responsible for and shall protect the University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to the University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of this Contract, and following its termination, for so long as the Contractor is engaged in collecting the University's accounts, a blanket performance bond in the amount of $150,000, payable to the University to protect the University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to the University for any reason the monies collected as required by this Contract. The bond shall be in a form and issued by a surety satisfactory to the University and shall require at least sixty (60) working days' advance written notice of cancellation to the University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request of the University.

In addition to the above, Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Commercial General Liability Insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (any one fire)</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Medical Expenses (any one person)</td>
<td>$ 10,000</td>
</tr>
</tbody>
</table>

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Director and Officer Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim.
Policies must include a waiver of all rights of subrogation and other rights in favor of University. Further, University reserves the right to require Contractor to maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence; recklessness; or the intentional acts of the Contractor or its agents.

Contractor will deliver to the University:

A. Evidence satisfactory to the University in its sole discretion, evidencing the existence of all the required insurance and bonding promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of the Contract; and

B. Additional evidence, satisfactory to the University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies or bond, the University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under the Contract.

Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect the University as Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to the University, giving the University the right to pay the premium to maintain coverage, in which event Section 20.B. will apply.

The insurance policies required in the Contract will be kept in force for the periods specified below:

B.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Director and Officer Liability Insurance will be kept in force until receipt of Final Payment made by Contractor to University; and

B.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by the University in writing.

* 21. Either party has the right to cancel this Contract upon thirty (30) days written notice to the other party. Upon notification of cancellation, Contractor must immediately cease all collection efforts on University accounts. Monies received by Contractor during the sixty (60) day period immediately following the cancellation date will be subject to the fee provisions of Paragraph B.8. All accounts shall be returned to the University within sixty (60) days of the cancellation of this Contract.

22. Upon the termination of the Contract, other than as provided in Paragraph B.21, Contractor shall return all accounts to the University and any collections received by the Contractor after such termination date shall be sent to the University without a fee charge.

23. All money received for an account after the date that the account was required to be returned to the University under any provision of this Contract shall be returned in full by Contractor to the University.

* 24. Should Contractor either fail or refuse to return an account to the University as required by any provision of this Contract, Contractor shall cease any further collection effort on the account and shall consider the account under the control of the University. Contractor shall be responsible for all costs, fees, and expenses incurred by the University in its efforts either in or out of court to obtain the return of accounts.
Contractor shall also be responsible for any claims or damages which may arise from its failure or refusal to return accounts in a timely fashion.

"ENTERED INTO THIS 1st DAY OF January, 2016"

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: [Signature]
Name: Arnim Dantes
Title: Executive VP for Business Affairs

ACCOUNT SERVICES COLLECTIONS, INC.

By: [Signature]
Name: Julie Gorton
Title: Vice President, Client Services

FORM APPROVED:
Office of General Counsel
The University of Texas System

By: [Signature]
Name: Traci L. Cotton, Sr. Associate General Counsel
Managing Attorney, Claims and Financial Litigation

OFFICE OF THE ATTORNEY GENERAL OF TEXAS

By: [Signature]
Name: Ronald R. Del Vento
Assistant Attorney General
Chief, Bankruptcy & Collections Division
EXHIBIT A
SERVICES
REPORTS
Agency fee 30%

Standard of Work:

- Effective 9/1/15 Account Services will receive placements of physician and hospital accounts as secondary Bad Debt placement, accounts that are over one year from original 120 day write off date.
- Test files of data between UTSW and Account Services in the EPIC Single Billing Office environment must first balance for all reports and test placements including payment files before actual accounts will be placed.
- Any future upgrades to EPIC that involve agency files will need further testing and approvals of the testing process by UTSW.
- Accounts will remain until collected or 365 days from placement date.
- Agency must obtain approval in writing for any settlement requests. A note should also be received in the note file to show on the patient account in EPIC prior to request for approval.
- All accounts previously placed with previous utilized agencies, will be re-reported to Account Services 11/1/15.
- Agency is responsible to run their own credit card payments in their credit card system.
- Accounts placed with this agency will be reported to all 3 credit bureaus 30 days after placement. When accounts are closed and returned any accounts reported to the credit bureau will be removed.
- Recalled accounts must be recalled immediately and should be listed on the recall report within 48 hours of recall. This also includes removing the patient/patients’ accounts from the credit bureau(s).
- Agency will provide access to recorded calls upon request.
- Agency will send a copy for UTSW to review and approve prototypes of all letters proposed to be sent to the patient. These letters will also need to include specific verbiage for the CMC, PHHS, and THD service areas.
- Agency will keep any payment plans they set up for extended period past the 365 days. However, any payment plan past the 365 day close date that has no payment for a period of 120 days must be closed and returned.
- Agency must use triggers supplied by Experian. Experian Health Collection Optimization service monitors unpaid collection accounts for certain events that would indicate that a patient’s financial situation is improving and may be in a better position to pay their medical debt. This inspection will check the accounts for: new auto lease, new mortgage loan, new retail loan, new auto loan, new employment update information, new installment loan, new bank or credit card, new phone update information, new address update information, etc. Then, Experian Health will detail these aspects within a trigger file to each applicable account. The trigger file will then be placed on the FTP server within the “/collection-triggers” folder for that collection agency.

Separate files for the following:

- Files to include Physician and Hospital or Physician only based on service areas
- UT Southwestern Medical Center to include Zale Lipshy University Hospital, Clements University Hospital and hospital based clinics for the hospital billing; and Physician Services billing.
- CMC (Children’s Medical Center) for physician services only
- PHHS (Parkland Health & Hospital Systems) for physician services only
THD Texas Health Dallas for physician services only

Collections for these service areas can include the following Guarantor account types:

- Personal family, dental, vision, mental health, workman's comp (self pay portion could be due), charity (if patient approved for specific percentage), and transplant case rate.

**Daily files sent to Account Services Inc, to include**

- Account payment files
- Account write off / placement files

**Daily files received from Account Services Inc, to include**

- Note file

**Weekly files sent to Account Services Inc, to include**

- Recall files/Close and Return files

**Weekly files received from Account Services Inc, to include**

- 835 Payment files that must be in a format for electronic posting
- Separate Closed and Return files for bankruptcies and deceased
- Closed and return files for all other accounts to include bad debt 365 days from placement date and all other closed and return reasons.
- Separate closed and return file for Medicare hospital bad debt 365 days from placement date.

**Weekly files sent to Experian from Account Services**

Experian to balance files with Account Services Inc and UT Southwestern Medical Center

- Balance closed and return accounts between UTSW and Account Services
- Balance the payment plans set by Account Services to what we show in EPIC as level 8.
- Balance the payments received by Account Services
- Balance the accounts written off or settled
- Acknowledgement report weekly showing what was placed daily within the last 7 days.
- Note file weekly of accounts that were removed from credit bureau due to being closed and returned.
Reports and Invoice for payment
For reports and payment invoices agency will use at least 4 separate client numbers to track separate files for each service area of placement.
  o UTSW service area
  o CMC – Children’s Medical Center
  o PHHS – Parkland Health and Hospital System
  o THD – Texas Health Dallas

Payment invoice to include the following information:
  Client number
  Guarantor account#
  Account# (HAR)
  Patient Name
  Amount paid
  Date paid

Agency is already set up on a wire transfer for funds to be sent as Net collections.

835 electronic payment file – should receive 4 payment files for each client number weekly.

Agency will provide in the payment invoice detail of any patient that will cause a negative in the invoice such as NSF check and/or incorrect payment listed from a prior invoice. Must also include the original account(s) and charge line(s) that were attached to the original payment and list the invoice number and date of the original payment.
EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, TX 75390 ("Covered Entity") and Account Services Collections, Inc. ("Business Associate").

Whereas, Covered Entity and Business Associate have entered or are entering into agreements or other documented arrangements, (collectively, "Business Arrangements") that require Business Associate to access health information that is protected by state and/or federal law, Covered Entity and Business Associate agree as follows:

1.0 Definitions.

1.1 Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth in 45 C.F.R. Section 164.402.

1.2 Discovery of Breach. "Discovery of Breach" shall have the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.410.

1.3 HITECH. "HITECH" means the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively "HITECH"), adopted as part of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. 17921-17954.

1.4 Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.6 Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1.9 Security Incident. "Security Incident" shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR Section 164.304.


1.11 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals, through the use of technology or methodology, and subject to the Privacy Rule at 45 CFR Section 164.402, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.
EXHIBIT B

1.12 Terms used by not otherwise defined in this Agreement shall have the same meanings as set forth in the Privacy Rule or the Security Rule.

2.0 Use and Disclosure of Protected Health Information.

2.1 Covered Entity and Business Associate agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA’s implementing regulations, Title 45, Parts 160 and 164, Subparts A and E of the Code of Federal Regulations (the “Privacy Rule”), and the requirements of HITECH with respect to privacy, security and breach notification (the “HITECH BA Provisions”).

2.2 The HITECH BA Provisions which are required to be incorporated by reference in a business associate agreement are hereby incorporated as of the dates as may be specified in the applicable HITECH BA Provisions or the implementing regulations.

2.3 Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by this Agreement or in the Business Arrangements, (ii) as required by applicable law, or (iii) as otherwise authorized in writing by Covered Entity. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in the HITECH Act.

2.4 Business Associate shall have established an ongoing security program that complies, at a minimum, with that specified in the HIPAA Security Rule. Business Associate’s security administration activities shall include, but not be limited to, (i) assessment of the risk; (ii) monitoring the safeguards; and (iii) preventing and mitigating security threats.

2.5 Business Associate shall have a reasonable system for discovery of breaches, and shall disclose such system to Covered Entity upon request.

2.6 Business Associate and Covered Entity shall each ensure that it has policies and procedures established and its workforce members and other agents are adequately trained as required in the HITECH BA Provisions regarding the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so. Covered Entity shall assist the Business Associate in training its workforce members and other agents on specific or unique Covered Entity processes.

3.0 Permitted Uses and Disclosures by Business Associate.

3.1 Except as otherwise described in this Section 3, Business Associate may use or disclose PHI only to the extent necessary to perform the functions, activities, or services for, or on behalf of, Covered Entity as specified in the Business Arrangements.

3.2 Business Associate may use and/or disclose PHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s legal responsibilities, only if:

3.2.1 The disclosure is Required By Law; or

3.2.2 Business Associate obtains reasonable assurances evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that such person or organization will (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required By Law, and (ii) notify the Business Associate, who shall in turn notify Covered Entity, of any instances of which the person or organization becomes aware in which the confidentiality of the PHI was breached.

3.3 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.502(j)(1).

3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may not use or disclose PHI inconsistent with any Notice of Restriction that is delivered by Covered Entity to Business Associate during the term hereof, setting forth a specific restriction granted to an Individual regarding their PHI.
EXHIBIT B

3.6 Business Associate may not use or request more than the minimum necessary PHI to perform the services under this Agreement. Business Associate shall be responsible for advising Covered Entity what is the minimum necessary PHI required by Business Associate to perform the services.

4.0 Business Associate Safeguards.

4.1 In the event that Business Associate and Covered Entity exchange PHI electronically, Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted PHI received from, or on behalf of, Covered Entity. Business Associate shall document and keep current these security measures and make them available to Covered Entity for inspection, upon request. Business Associate shall report to Covered Entity any Security Incident, as defined in 45 CFR 164.304, of which Business Associate becomes aware. Business Associate’s security measures must be consistent with HIPAA security regulations, Title 45, Part 160 and 164 of the Code of Federal Regulations (the “Security Rule”).

4.2 For data at rest, Business Associate shall protect Covered Entity’s Electronic PHI using processes consistent with National Institute of Standards and Technology ("NIST"), NIST Special Publication 800-111.

4.3 For data in motion, Business Associate shall protect Covered Entity’s Electronic PHI using processes consistent with NIST Special Publications 800-52, 800-77, or 800-113, and may include others which are Federal Information Processing Standards FIPS 140-2 validated. Business Associate shall document and keep current these security measures. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, and/or audit Business Associate’s safeguards.

5.0 Subcontractors and Agents.

If Business Associate is permitted to subcontract under the Business Arrangements, and if Business Associate provides any PHI which was received from, or created for or received by Business Associate on behalf of Covered Entity, to a subcontractor or agent, then Business Associate shall require the subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement.

6.0 Duty to Mitigate.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall reasonably cooperate with covered Entity’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

7.0 Duty to Report and Incident/Breach, Unauthorized Uses and Disclosures or Misuse of PHI (occurrence).

7.1 A Breach of Unsecured PHI shall be treated as “discovered” as of the first day on which such occurrence is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate.

7.2 Pursuant to 45 C.F.R. Section 410 and except as provided in 45 C.F.R. Section 164.412, without unreasonable delay, and in any event no later than ten (10) calendar days after discovery, Business Associate shall notify Covered Entity of (i) any use or disclosure of PHI by Business Associate not permitted by this Agreement, (ii) any Security Incident (as defined in 45 C.F.R. Section 164.304) involving Electronic PHI, or (iii) any Breach of Unsecured PHI. Business Associate shall make the notification to Covered Entity’s Privacy Officer, identifying, (i) to the extent possible and subsequently as the information becomes available, the identification of all individuals whose Unsecured PHI is reasonably believed
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by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 45 C.F.R. Section 164.410.

7.3 Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.

7.4 Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific finding of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

7.5 The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

8.0 Duty to Produce Internal Practices, Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity or at the request of Covered Entity to the Secretary of Health and Human Services ("Secretary"), in a time and manner as designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this provision.

9.0 Duty to Account for Disclosures.

9.1 Accounting Requirements. For each disclosure not excepted under subsection 9.2 below, Business Associate will record the following information for each disclosure of PHI, which Business Associate creates or receives for or from Covered Entity, that Business Associate makes to Covered Entity or a third party, including unauthorized disclosures: (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, including identification of the Individuals to whom the PHI pertains, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures that Business Associate makes to the same person or entity, including Covered Entity, for a single purpose, Business Associate may provide (a) the disclosure information listed above for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

9.2 Exceptions to Accounting Requirements. Business Associate need not record disclosures of PHI for any of the following purposes: (i) Covered Entity's Treatment, Payment, or Health Care Operations; (ii) in response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative; (iii) made to persons involved in that Individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; or (vi) to law enforcement officials or correctional institutions regarding inmates.

9.3 Time Requirements. Business Associate must provide to Covered Entity a report of the accounting log required under subsection 9.1 no later than ten (10) days after Covered
EXHIBIT B

Entity’s request. Business Associate shall include in the log disclosures for the six-year period preceding Covered Entity’s receipt of a request for an accounting from an Individual, which will be specified by Covered Entity (except Business Associate will not be required to provide information for disclosures occurring before April 14, 2003.)

10.0 Duty to Provide Access to PHI.

At the direction of Covered Entity and in a time and manner specified by Covered Entity, Business Associate agrees to provide access to PHI that Covered Entity has determined to be part of Covered Entity’s Designated Record Set. This access will be provided to Covered Entity or, upon direction from Covered Entity, to an Individual, as required by the Privacy Rule.

11.0 Duty to Amend and Correct PHI.

At the direction of Covered Entity and in a time and manner specified by Covered Entity, Business Associate agrees to amend or correct PHI held by Business Associate and that Covered Entity has determined to be part of Covered Entity’s Designated Record Set.

12.0 Term and Termination.

12.1 This Agreement shall take effect upon the effective date of the Business Arrangements.

12.2 In addition to the rights established by the Business Arrangements, if Covered Entity reasonably determines in good faith that Business Associate has materially breached any of its obligations under this Agreement, Covered Entity, in its sole discretion, shall have the right to exercise any or all of the following rights:

12.2.1 Obtain reports, secure access and conduct inspection under this Agreement;

12.2.2 Require Business Associate to submit to a plan of monitoring compliance with this Agreement;

12.2.3 Provide Business Associate with a specified period of time to cure the breach; or

12.2.4 Terminate the Business Arrangements immediately.

12.3 Before exercising any of these options, Covered Entity shall provide written notice to Business Associate describing the violation and the action it intends to take.

13.0 Return or Destruction of PHI.

Upon termination, cancellation, expiration or other conclusion of the Business Arrangements, Business Associate shall:

13.1 Return to Covered Entity or, if return is not feasible, destroy all PHI in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of Business Associate. In such case, Business Associate shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. Business Associate shall complete such return or destruction as promptly as possible, but no more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return or destruction has been completed.

13.2 If Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged destroyed consistent with the standards of the National Institute of
EXHIBIT B

Standards and Technology ("NIST"). HHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

13.2 If Business Associate believes that the return or destruction of PHI is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI, for so long as Business Associate maintains the PHI.

14.0 Miscellaneous.

14.1 Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

14.2 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

14.3 Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to Business Associate's failure to meet any of its obligations under this Agreement.

14.4 Survival. The respective rights and obligations of Business Associate under Sections 13 and 14.3 shall survive termination of the Business Arrangements and this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The University Of Texas Southwestern Medical Center

By: [Signature]
Name: Armin Dantes
Title: Executive VP for Business Affairs
Date: 1/17/2015

Account Services Collections, Inc.

By: [Signature]
Name: Julie Goforth
Title: Vice President, Client Services
Date: 1/9/15

Please send a fully executed original of this agreement to:
Office of Contracts Management
The University of Texas Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062