BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this 22nd day of July 2022 (the "Effective Date"), by and between Seneca Healthcare District, a California Special District, on behalf of itself and its affiliates and subsidiaries (collectively, "Covered Entity"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Business Associate").

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in order to evaluate a potential business transaction and pursuant to any underlying services agreement the parties may enter into (collectively "Service Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the course of providing services to Covered Entity ("Services") pursuant to the Service Agreement, Business Associate may be required to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity; AND

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

WITNESSETH

1. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that the terms "Protected Health Information" and "Electronic Protected Health Information" (which may be collectively referred to herein as "PHI") shall have the meaning as set forth in HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Service Agreement.

2. Uses and Disclosures of PHI. Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this Agreement, or as Required By Law. The parties agree that the Business Associate may:

(a) Use and disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in the Service Agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA, or other applicable federal or State law if so used by a Covered Entity, unless such use or disclosure is expressly provided for in this Agreement;

(b) Use and disclose PHI for the proper management and administration of the Business Associate and to meet its legal obligations, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Aggregate PHI with the Protected Health Information of another covered entity as permitted under the Privacy Rule; and

(d) Not create, receive, maintain, store or transmit PHI outside of the United States of America; provided, however, that the remote accessing, viewing and processing of PHI in the performance of Services for the Underlying Contracts by Business Associate personnel located outside of the United States of America, using remote desktop virtualization methods or other secure remote systems access, where the remote user's connection/ access to such PHI prevents printing, copying or saving to offshore data storage devices, is hereby approved.

3. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate physical, administrative, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI; and (ii) prevent the use, disclosure of, or access to the PHI other than as provided for by this Agreement.

4. Privacy Rule Representations and Warranties. To the extent that Business Associate is requested by Covered Entity to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity.

5. Security Policies Representations and Warranties. Business Associate represents and warrants to Covered Entity that Business Associate will comply with the Security Rule with respect to Electronic PHI that it creates, receives, maintains, or transmits.

6. Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall report to Covered Entity: (i) any Security Incident; and (ii) any use or disclosure of the PHI not provided for by this Agreement or permitted by HIPAA, of which it becomes aware. This Section constitutes notice to Covered Entity of attempted but unsuccessful security incidents for which no additional notice to Covered Entity is 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 PHI.

7. Reporting of Breaches. Business Associate shall promptly, and in any event not more than ten (10) days after Business Associate's discovery, notify Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of such Unsecured Protected Health Information.

Such notifications will include the following to the extent possible:

i. A description of the impermissible access, use or disclosure of PHI, including identification of each BA employee who is reasonably believed to have impermissibly accessed, used or disclosed PHI;
ii. Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used or disclosed;
iii. The date the incident occurred and the date the incident was discovered;
iv. A description of the type(s) and amount of PHI involved in the incident, including copies of any PHI involved in the incident;
v. A description of the investigation process to determine the cause and extent of the incident;
vi. A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses and any available supporting documentation, as required or requested by any regulatory agencies;
vii. A description of the disciplinary action BA is taking against each BA employee who is reasonably believed to have impermissibly accessed, used or disclosed PHI;
viii. Where applicable, a description of any steps Individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and
ix. Any other information related to the incident that is reasonably requested by CE.

BA shall promptly supplement the notification with additional information regarding the incident as it obtains such information,

including without limitation, its assessment as to whether the incident constitutes a reportable breach under 45 C.F.R § 164.402 or state law. Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary.

8. Mitigation of Harmful Effects. Business Associate agrees to take commercially reasonable steps to mitigate harmful effects from any Breach of Unsecured PHI or other Security Incident or inconsistent use or disclosure of PHI which Business Associate is required to report pursuant to this Agreement.

9. Agreements by Third Parties. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides PHI, agrees in writing: (i) to restrictions and conditions with respect to use and disclosure of such PHI that are at least as restrictive as those that apply through this Agreement to Business Associate; and (ii) to the implementation of reasonable and appropriate privacy and security safeguards to protect PHI.

10. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

11. Accounting of Disclosures. Within twenty (20) business days of written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to respond to such request as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate Business Associate shall within (5) business days forward such request to Covered Entity.

12. Access to Information. Within ten (10) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to meet the access requirements under 45 C.F.R. § 164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

13. Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

14. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. In responding to any such request, Business Associate shall notify Covered Entity and promptly afford Covered Entity the opportunity to exercise any rights it may have under the law relating to documents or information protected from disclosure by obligations of confidentiality.

15. Obligations of Covered Entity.

(a) Consent. Covered Entity agrees to obtain any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal or state laws and/or regulations prior to furnishing Business Associate PHI pertaining to an Individual; and

(b) Restrictions. Covered entity agrees that it will inform Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under the Service Agreement,

including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity.

(c) Minimum Necessary. Covered Entity shall only request, use or disclose the minimum necessary PHI to accomplish its obligations under the Services Agreement or this Agreement.

(d) Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

16. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier to occur of: (i) the termination of the Service Agreement for any reason or (ii) the termination of this Agreement pursuant to the provisions herein.

17. Termination for Cause. Either party may terminate this Agreement due to a material breach of this Agreement by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. Any dispute regarding any such alleged breach and/or cure shall be resolved in accordance with the dispute resolution provisions of the Service Agreement, if any.

18. Effect of Termination of Services. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed. The provisions of this Section 18 shall survive the termination of the Service Agreement and this Agreement, and shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

19. Interpretation. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

20. Third Party Rights. The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate.

21. Notices. Any notices to be given hereunder shall be in accordance with the notification procedures identified in the Service Agreement except that notices for HIPAA Privacy, Security and other BAA related issues shall be addressed to the person and address set forth below (or to such other person or address as either party may so designate from time to time).

To Covered Entity:
Email: calmocera@senecahospital.org
Attn: Charlene Almocera
Chester, CA 96020
Tel: (530) 258-2151

To Business Associate:
Email: Privacy@r1rcm.com
Attn: Chief Privacy Officer
R1 RCM Inc.
8750 W. Bryn Mawr Avenue, Suite 115
Chicago, IL 60631
Tel: 312 324 7820

22. Regulatory References. A reference in this Agreement to a section in the HIPAA means the section as in effect or as amended, and for which compliance is required.

23. Governing Law. This Agreement will be governed by the laws of the State of California

24. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

25. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

26. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the parties evidencing their business relationship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Seneca Healthcare District Hospital		**R1 RCM Inc.**	
By:		By:	Dan Graves
Name:		Name:	Dan Graves
Title:		Title:	SVP – Physician Services
Date:		Date:	6/23/2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "MSA") is dated July 22, 2022 (the "Effective Date") between Seneca Healthcare District, a California Special District, on behalf of itself and its affiliates and subsidiaries (collectively, "Client"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "R1").

ARTICLE I
SERVICES

1.1 Services. R1 will provide to Client certain services ("Services") described in one or more statements of work separately executed by the parties (each, an "SOW"). Each SOW shall further describe the term, applicable Fees (as defined in Section 5.1), any specific R1 Technology (as defined in Section 2.1) utilized, and any additional terms and conditions. Upon execution, such SOW shall become a part of this MSA. Services shall be performed by R1 in a professional and workmanlike manner.

1.2 Changes to Statements of Work. The parties may modify the Services through an updated SOW reflecting such modifications and any resulting changes in Fees. Such updated SOW shall be executed by the parties and made a part of the MSA.

ARTICLE II
TECHNOLOGY

2.1 License. Subject to the terms and conditions of this MSA, R1 grants Client a limited, revocable, non-exclusive, non-transferable right and license to use, during the Term, any R1 Technology made available as part of R1's provision of the Services, solely for Client's internal business purposes. "R1 Technology" means the proprietary software applications, including source code, APIs (application programming interfaces), automated functionality, portals, design, data structures, services, objects and any documentation, reports or other materials or business methods used in providing the Services. R1 Technology also includes updates or changes to the R1 Technology.

2.2 Access; Monitoring. If applicable, authorized users of Client ("Client Users") may be granted access to R1 Technology solely through the use of Access Credentials. "Access Credentials" means any unique user identification and password combination or other security code, method, or device used to verify a Client User's identity and authorization to access and use R1 Technology. Access Credentials will be deemed Confidential Information (as defined below) of both parties. R1 may review, monitor and record Client's use of R1 Technology to the extent permitted by law.

2.3 Limitations. Client shall not, and shall not permit any other person or entity to, access or use R1 Technology, except as expressly permitted by this MSA. For purposes of clarity, Client shall not: (a) copy, modify or create derivative works or improvements of R1 Technology or any part thereof; (b) sell, sublicense, assign, publish or otherwise make available R1 Technology to any third party; (c) reverse engineer, disassemble, decompile or otherwise attempt to derive any R1 Technology source code; (d) input, upload, transmit or otherwise provide any unlawful or injurious information or materials, including any virus, worm, malware or other malicious computer code; (e) perform or disclose any benchmarking or performance testing data of the R1 Technology; or (f) use the R1 Technology for the purpose of developing a product or service competitive with the R1 Technology.

2.4 Suspension or Termination of Access. R1 may suspend, terminate or otherwise deny Client or any Client User access to or use of all or any part of the R1 Technology, without any resulting obligation or liability, if (a) necessary to comply with any legal obligation, or (b) any Client User is using the R1 Technology for fraudulent or unlawful activities.

Notwithstanding the foregoing, R1 shall not suspend, terminate or otherwise deny access to all or any part of the R1 Technology under this Section 2.4 without (y) providing Client prior written notice of its intent to terminate, suspend or otherwise deny access; and (z) Client having the opportunity to exercise its rights under Articles VIII and IX, in which event no access or use will be denied while such rights are being exercised; except in each case, where R1 reasonably determines that immediate suspension, termination, or denial of access is necessary to prevent imminent liability to R1, its personnel, or any R1 contractors (e.g., due to compliance with law, potential willful misconduct, or potential fraud), in which case R1 shall provide notice thereof to Client as soon as reasonably practicable.

ARTICLE III
CLIENT OBLIGATIONS

3.1 Client Systems; Access. Client shall maintain Client's information technology infrastructure ("Client Systems") that impact R1's ability to provide Services to Client. Client shall provide all R1 personnel or R1

Service Providers (as defined below) with access to Client Systems and, if applicable, Client's premises, as reasonably required for R1 to perform the Services.

3.2 Client Data and Information. Client shall supply R1 with all data and information required by R1 to perform the Services. To the extent applicable, Client shall secure R1's access to Client's patient accounting system for use in connection with the Services. Client shall further obtain all patient authorizations and other consents required to provide R1 with access to patient records or to enable R1 to communicate with third-party payers on Client's behalf. Client acknowledges that R1's performance of the Services depends on Client's timely, accurate and effective performance of all of its responsibilities under this MSA and each SOW, and Client further acknowledges and agrees that its failure to satisfy any such responsibilities may prevent or delay R1's performance of the Services which may result in modifications to a SOW and an adjustment of the Fees.

3.3 Notification of Investigation. Client shall notify R1 in writing within ten (10) days following knowledge of an investigation by a government agency or contractor, e.g., intermediary or QIO, where the subject of the investigation involves any aspect of the Services.

3.4 Protection of Access Credentials. Client shall: (a) keep the Client User directory current to reflect any changes and shall notify R1 as soon as practicable in the event a Client User leaves Client's employment or engagement; and (b) immediately notify R1 of any breach or unauthorized use of any Access Credentials or any other known or suspected breach of security, including, but not limited to, any loss or theft of a device on which a Client User has access to R1 Technology.

ARTICLE IV
CONFIDENTIALITY

4.1 Confidential Information. In connection with this MSA and the SOWs, certain confidential and proprietary information regarding either Client or R1 (such party, as applicable, the "Disclosing Party") may be disclosed to the other party (such party, as applicable, the "Receiving Party"). All information identified by the Disclosing Party as proprietary or confidential, or that is of a nature that it should reasonably be considered as proprietary, trade secret or confidential, including, without limitation, information regarding the business, operations, finances, know-how, research, development, products, algorithms, technology, business plans or models, business processes, techniques, customers, computer systems and programs, intellectual property or strategies of the Disclosing Party shall be considered "Confidential Information". The parties agree that the terms of this MSA, any SOW and any exhibits or schedules constitute Confidential Information. The parties also agree that the R1 Technology constitutes Confidential Information of R1.

Confidential Information does not include protected health information ("PHI"). The definition, management and protection of PHI is specifically set forth in the BAA (defined below).

Confidential Information shall not include information that the Receiving Party can demonstrate (i) was, at the time of its disclosure, or thereafter becomes, part of the public domain through no fault of the Receiving Party, (ii) was known to the Receiving Party at the time of its disclosure from a source other than the Disclosing Party, (iii) is subsequently obtained from a third party not under a confidentiality obligation to the Disclosing Party, (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information, (v) as required to be disclosed pursuant to the Ralph M. Brown Act, California Government Code §§ 54950 et seq. or the California Public Records Act, California Government Code §§ 6250 – 6276.48, or (vi) is required to be disclosed pursuant to subpoena, court order, or government authority, provided that the Receiving Party has provided the Disclosing Party with sufficient prior written notice of such requirement, if possible, to enable the Disclosing Party to seek to prevent such disclosure and allows the Disclosing Party to participate in any proceeding requiring such disclosure.

4.2 Nondisclosure. During the Term and for a period of five (5) years thereafter, each party agrees to hold the Confidential Information of the other party in strict confidence, to use such information solely in connection with this MSA, and to make no disclosure of such information except in accordance with the terms of this MSA.

4.3 Permitted Disclosures. A party may disclose Confidential Information only to its personnel, directors, agents, advisors and subcontractors (collectively, "Representatives") who have a need to know in connection with the Services and who are bound by confidentiality obligations no less restrictive than those described in this Article IV. Client shall not disclose any Confidential Information of R1 to any Representative known by Client to be a competitor of R1 at the time of disclosure, except with the prior written consent of R1. Each party shall be responsible and liable for any breach of confidentiality obligations by their Representatives.

4.4 Return of Confidential Information. Upon expiration or termination of this MSA, each Receiving Party shall, at the Disclosing Party's option, either return or destroy all Confidential Information of the other party and all copies thereof and other materials containing such Confidential Information, other than (a) Confidential Information (excluding R1 Technology) archived in the ordinary course of business on electronic storage systems or media or (b) as required by Applicable Laws (as defined below). Any such retained Confidential Information shall continue to be subject to the terms hereof. The Receiving Party shall confirm in writing its compliance with this Section 4.4.

4.5 Injunctive Relief. Each party acknowledges that in the event of a breach by the Receiving Party of its obligations described in this Article, damages may not be an adequate remedy and the Disclosing Party will be entitled, in addition to any other rights and remedies available under this MSA or at law or in equity, to seek injunctive relief to restrain any such breach, threatened or actual, without proof of irreparable injury and without the necessity of posting bond even if otherwise normally required.

ARTICLE V
FEES

5.1 Fees; Payment Terms. Client shall pay to R1 the fees set forth in each SOW (the "Fees"). In accordance with Section 11.5, Fees are exclusive of taxes. Except to the extent otherwise agreed in an SOW, payment for Fees shall be due in full within thirty (30) days of Client's receipt of an invoice.

5.2 Failure to Pay Timely. If any Fee has not been received by R1 within thirty (30) days after becoming due in accordance with the payment terms, then, in addition to all other remedies that may be available:

(a) R1 may charge interest on the past due amount at a rate equal to the lesser of: (i) one percent (1%) per month (which is an annual rate of twelve percent (12%)); and (ii) the highest rate permitted under applicable law;R1 may suspend performance for all Services until payment has been made in full or terminate this MSA or any SOW; andClient shall reimburse R1 for all reasonable costs incurred by R1 in collecting any late payments or interest, including reasonable outside counsel fees, court costs and collection agency fees.

5.3 Changes in Rules or Regulations. Notwithstanding anything herein to the contrary, in the event that during the Term of this MSA, R1's costs of providing the Services under any SOW increases as a result of any newly enacted or newly implemented rules, regulations or operating procedures of any federal, state or local agency or regulatory authority, the parties agree to negotiate in good faith regarding an increase in compensation to R1 for such affected Services to offset the increased costs.

5.4 Payment Disputes. All amounts payable to R1 under this MSA or an SOW shall be paid by Client to R1 in full without any setoff, recoupment, deduction or withholding of Fees or other payments for any reason. In the event of a good faith dispute between Client and R1 regarding any Fees, Client shall notify R1 of the dispute promptly in writing. The dispute shall be reviewed by senior executives from each party who will work, in good faith, to resolve the issue promptly. In the event a payment dispute cannot be resolved by such efforts, such dispute shall be resolved in accordance with Section 8.2.

5.5 Accrued Fees. Termination of this MSA will not excuse any Fees, payments or credits that accrue or become due prior to termination or any payments for post-termination services.

5.6 Payer Refunds. If any refunds of patient accounts of Client are required to be refunded to or offset by any government or commercial payer as a result of Client's violation of Applicable Laws or its obligations under this MSA or any SOW, R1 shall not be required to refund to Client any commissions or Fees earned or previously paid to R1 as a result of its collection of such refund or otherwise as a result of including such refund in its calculations of collections for purposes of Fees.

5.7 Expenses. Responsibility for expenses shall be set forth in each SOW. If applicable, expenses will be invoiced quarterly based on actual expenses incurred by R1 personnel, and R1 shall provide evidence of such expenses upon the reasonable request of Client.

ARTICLE VI
INTELLECTUAL PROPERTY

6.1 R1 Intellectual Property. As between the parties, R1 shall have and retain sole and exclusive ownership of, and all right, title and interest in, R1's respective Intellectual Property, including to the extent incorporated, embedded or otherwise embodied in the R1 Technology, specifications and documentation that are owned or developed by R1, its agents, subcontractors or R1 Service Providers (as defined in Section 7.7 below) (and their respective agents and partners), which relate to the performance of the Services. "Intellectual Property" means copyrights,

patents, trade secrets and other intellectual property rights, in and to methods, processes, techniques, work papers, proprietary information, ideas, strategies, materials, images, prototypes, software, source and object code and related materials. R1 Intellectual Property further includes anything which R1, its agents, subcontractors or an R1 Service Provider may discover, create, learn, develop or enhance during the provision of Services for Client, in each case, whether or not (a) modified or developed at Client's request, (b) modified or developed in cooperation with Client or (c) modified by Client. Client acknowledges that all of the foregoing is R1's Intellectual Property and Client agrees that no work of authorship developed or delivered by R1, its agents, subcontractors or R1 Service Providers is or will be a "work made for hire" as defined by U.S. copyright law. Client has no ownership of or exclusive rights to the R1 Intellectual Property owned and/or developed by R1, its agents, subcontractors or R1 Service Providers, except that Client will have the non-exclusive rights as expressly set forth herein or in an SOW.

6.2 Protection of Intellectual Property. Without limitation to Section 4.1 hereof, each party will protect the other party's Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information. Each party will take all necessary and appropriate steps to safeguard the other party's Intellectual Property and Confidential Information, disclosed to or accessed or used by, employees, former employees, vendors, affiliates and others to whom they have directly, or indirectly, made such Intellectual Property or Confidential Information available.

6.3 Client Data. "Client Data" means data of Client that is collected, downloaded or otherwise received by R1, directly or indirectly, from Client or its affiliates. Client Data does not include (i) R1's proprietary algorithms, methodologies and processes or (ii) information or data created by R1 to support its operations (e.g., to create R1 financial, business or other records). Client Data is owned by Client. R1 will safeguard and keep confidential the Client Data.

6.4 Consent to Use Client Data. Client grants to R1 the right and license (with the right to sublicense to R1 Service Providers) to use and disclose Client Data for the purpose of making the Services available to Client.

6.5 Feedback. Client may, at its discretion, provide suggestions, ideas or feedback relating to the R1 Technology or other products and services of R1 ("Feedback"). For clarity, Feedback does not include Client Data. Feedback shall not be considered Confidential Information of Client. R1 may freely use and disclose Feedback, during and after the Term, for any purpose and in any manner, without compensation or attribution to Client. However, the foregoing does not grant R1 a license under any patents of Client.

ARTICLE VII
COMPLIANCE, PERSONNEL, AUDIT

7.1 PHI and Data Privacy Policy. As part of R1's data and information privacy and information security compliance program, and in connection with its desire to uniformly protect PHI and other sensitive data, R1 maintains privacy and information security policies and procedures that, to the best of R1's knowledge after reasonable inquiry, comply with all Applicable Laws.

7.2 Business Associate Agreement. The parties have entered into a business associate agreement ("BAA") governing the use and disclosure of protected health information in accordance with 42 C.F. R. 164.502(e) of the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). A copy of the BAA is attached hereto as **Exhibit A** and hereby incorporated by reference.

7.3 Regulatory Compliance.

(a) Each party represents that it will use reasonable and appropriate efforts to ensure that in the performance of the Services, it, its personnel and its agents will comply with all applicable federal, state and local laws, regulations and rules, including the provisions of HIPAA and the rules of all applicable regulatory agencies with jurisdiction over Client (including, but not limited to, CMS) (collectively referred to as "Applicable Laws").

(b) R1 represents and warrants to Client that: (i) R1 and its directors, officers and employees are not excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program; (ii) to R1's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees and R1 Service Providers are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

(c) Client represents and warrants to R1 that: (i) there are no Client employees, personnel or

independent contractors performing services for Client who are excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (ii) to Client's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion; and (iii) its employees, personnel and independent contractors performing services for Client are not listed on the most recent version of the Office of Foreign Assets Controls' "Specially Designated Nationals List".

7.4 Compliance Program. Each party will maintain a compliance program that meets or exceeds all applicable industry guidelines and standards for healthcare compliance programs, including but not limited to guidance issued by the U.S. Department of Health and Human Services Office of Inspector General.

7.5 Client Revenue Cycle Operations Policies. Client shall have in place appropriate privacy, security and other policies and procedures for its revenue cycle operations, and shall provide to R1 all such policies and procedures necessary for R1 to perform the Services. In doing so, R1 retains the right to review and provide comments on any such policies and procedures for purposes of ensuring that R1 can carry out its obligations to Client consistent with all Applicable Laws. R1 will notify Client of any known or suspected non-compliance with respect to Client's policies or procedures. With respect to any (i) R1-provided comments on any Client policies or procedures or (ii) known or suspect non-compliance, Client agrees to promptly review any such feedback or matters, taking into account any advice of R1 in good faith, and take such actions as it deems reasonably necessary. Notwithstanding anything in this MSA to the contrary, R1 shall have no responsibility or liability for any R1 non-compliance with any Applicable Law or this MSA if such non-compliance existed prior to the Effective Date. Without limiting the foregoing, during the Term, Client agrees to maintain a policy and procedure related to patient financial liability that defines self-pay accounts receivable management and timelines for placement with pre-collection and bad debt collection agencies. Client agrees that such policy will contain a definition for when an account is in default.

7.6 R1 Offshore Personnel. R1 may perform the Services from outside of the United States, including using R1 personnel located at R1's blended shore operations in India.

7.7 R1 Service Providers. R1 may in its sole discretion use third parties to provide certain services, systems, software or technology in connection with the Services ("R1 Service Providers"). R1 will remain responsible for the activities of these R1 Service Providers as if those activities were undertaken by R1.

7.8 Investigations. If a party determines that a potential compliance matter that relates to the Services exists, it shall promptly inform the other party. Client and R1 agree to undertake jointly and in a coordinated fashion the investigation and resolution of any compliance matter that relates to the Services.

7.9 Audit.

(a) Upon the reasonable request of a party during the Term, but not more than once in any twelve (12) month period, with at least thirty (30) days' advance written notice, and opportunity for coordination and alignment relating to scope, each party shall provide the other party's designated auditors with access to its books and records that relate to the Services for an operational audit. Any audit will occur during normal business hours and in a manner that does not disrupt normal business operations. Other than any audit performed by either party's internal auditors or the independent external auditors who examine either party's financial statements, the other party shall have the right to approve the auditor (such approval not to be unreasonably withheld) and require appropriate protections against disclosure of its Confidential Information, including compliance with its security policies and procedures. Each party shall provide: (i) the other party's auditors with any reasonable assistance that they may require; and (ii) the other party with a summary of the results of any such audit upon receipt.

(b) In the ordinary course of business, R1 conducts, and has conducted, audits and assessments of its services. If R1 has obtained a relevant third-party audit, attestation, opinion and/or certification from a qualified third-party assessor who uses applicable industry methods and standards (e.g., SOC), which may be provided to Client, covering all or any portion of the items that would otherwise be the subject of a Client audit or inspection under Section 7.9(a), then such items shall be excluded from the scope of such audit or inspection.

7.10 Record Retention. For a period of four (4) years after Services are furnished under this MSA and any SOW subject to this MSA, R1 shall retain and permit the Comptroller General of the United States, the U.S. Department of Health and Human Services and their

respective duly authorized representatives access to examine or copy this MSA and such books, documents, and records of R1 as are reasonably necessary to verify the nature and extent of the costs of the Services. In the event R1 provides any of its Services pursuant to a subcontract and if (i) the services provided pursuant to such subcontract have a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period and (ii) such subcontract is with a related organization, then R1 agrees that such subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required by R1. This provision shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act is not applicable to this MSA.

7.11 Testimony. If during the Term or a period of four (4) years after the termination or expiration of this MSA, R1 or any R1 Service Provider is legally compelled as a result of this engagement or is requested by Client to either give testimony or produce documents or both in any court, investigative or regulatory proceeding or other legal process (including any form of discovery related there), other than in any such proceeding where R1 or any of its personnel are a party, Client will reimburse R1 or R1 Service Provider at the applicable rate for the time of the participating professional, together with all expenses associated with such activity, including the fees and expenses of R1's counsel, if counsel is deemed necessary by R1. R1 will promptly notify Client of any such demand for testimony or the production of documents but R1 will be under no obligation to seek to quash or otherwise limit the scope of such a demand.

ARTICLE VIII
DISPUTE RESOLUTION

8.1 Exclusive Remedies. Each party agrees that the sole and exclusive remedy for (i) any dispute between the parties arising under this MSA or any SOW, (ii) any breach of this MSA or any SOW by the other party, or (iii) any claim for indemnification arising under this MSA shall be, subject to the limitations set forth therein, the processes and rights of the parties set forth in this Article VIII and Articles IX and X below.

8.2 Arbitration. The parties shall attempt to settle any disputes through good faith negotiations between their respective senior executives for a period of thirty (30) days. In the event a dispute has not been resolved, it shall be finally settled by binding arbitration, conducted on a confidential basis, under the Federal Arbitration Act, if applicable, and the then-current Dispute Resolution Procedures ("Rules") of the American Arbitration Association strictly in accordance with the terms of this MSA and the laws of the State of California, excluding its principles of conflicts of laws. To the extent permitted by the Rules, all parties shall direct that any arbitration be held on an expedited basis.

All arbitration hearings shall be held in Salt Lake City, Utah if Client prompts the arbitration or in Plumas County, California if R1 prompts the arbitration, or such other location as the parties mutually agree upon. The arbitration decision shall be made by a majority vote of a panel consisting of three arbitrators. Each party shall select one arbitrator within thirty (30) days after the delivery of the demand for arbitration is made, and the third arbitrator shall be selected by the two arbitrators so chosen within thirty (30) days after the delivery of the demand for arbitration is made; provided, however, that for disputes involving less than Five Hundred Thousand Dollars ($500,000), the parties shall agree on a single arbitrator. If one or more arbitrators is not selected within the permitted time periods, the missing arbitrator(s) shall be selected in accordance with the Rules. Each arbitrator shall be a licensed practicing attorney, have no conflicts and be knowledgeable in the subject matter of the dispute.

Each party shall bear its own costs of the arbitration and one-half (1/2) of the arbitrators' costs. The arbitrators shall apply California substantive law and the Federal Rules of Evidence to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and to award compensatory damages provided by California law, subject to the limitations set forth in this MSA; provided, however, the arbitrators shall not have the power to amend this MSA, award punitive, special, incidental, exemplary or consequential damages, or to award damages in excess of the limits contained in this MSA. The arbitrators shall prepare in writing and provide to the parties an award, including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law, and the award may be vacated or corrected for any such error.

8.3 Arbitration Awards. Any award shall be paid within thirty (30) days of the issuance of the arbitrator(s)' decision. If any award is not paid within thirty (30) days, any party may seek entry of a judgment in the amount of the award in any state or federal courts having jurisdiction thereof.

8.4 No Limitation on Provisional Remedies. Neither party shall be excluded from seeking provisional remedies in the courts of competent jurisdiction, including, but not limited to, temporary restraining orders and preliminary injunctions, but such remedies shall not be sought as a means to avoid or stay arbitration.

8.5 WAIVER OF JURY TRIAL; THIRD PARTIES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. THE REQUIREMENT OF ARBITRATION SET FORTH IN THIS ARTICLE VIII SHALL NOT APPLY IN THE EVENT THAT THERE IS THIRD-PARTY JOINDER BY EITHER PARTY OR A THIRD PARTY INSTITUTES AN ACTION AGAINST ANY PARTY TO THIS AGREEMENT, AND SUCH THIRD PARTY IS NOT AMENABLE TO JOINDER IN THE ARBITRATION PROCEEDINGS CONTEMPLATED BY THIS ARTICLE VIII.

ARTICLE IX
TERM AND TERMINATION

9.1 Term. The term of this MSA shall be for five (5) years from the Effective Date (the "Initial Term") and thereafter shall renew, if agreed upon in writing by the parties for consecutive one-year terms (each, a "Renewal Term") unless terminated as set forth herein. A party may elect not to renew this MSA by providing written notice of its intention not to renew to the other party at least one-hundred and twenty (120) days' prior to the expiration of the then-current Term. The Initial Term and any Renewal Term are together referred to herein as the "Term".

9.2 Termination for Cause. In the event that either party has failed to perform its obligations under this MSA or an SOW in all material respects and that failure has not been satisfactorily addressed through the cure procedures in Section 9.3 below, the aggrieved party shall have the right to terminate this MSA or any SOW for cause sixty (60) days following the issuance of a written notice of termination to the other party hereto. No written notice of termination for cause will be valid unless the party issuing the notice has complied with the cure procedures in Section 9.3.

9.3 Cure Procedures. A non-performing party shall have the opportunity to cure the failure to perform prior to a termination for cause. Therefore, prior to the issuance of a written notice of termination for cause, each party agrees to proceed in the following manner, working in good faith to address the circumstances which led to the alleged failure to perform:

(a) The party seeking to address an area of concern shall give written notice to the non-performing party describing in reasonable detail its concerns.

(b) The non-performing party shall be given thirty (30) days within which to satisfactorily address the concern and to begin implementation of the agreed upon course of action. If necessary under the circumstances, the complete implementation of the agreed upon course of action may take more than thirty (30) days but may not exceed ninety (90) days unless the other party otherwise agrees in writing prior to the end of such ninety (90) days.

(c) If the non-performing party fails to comply with the agreed upon course of action on the appropriate timetable, then the performing party shall be authorized to issue a notice of termination for cause.

(d) Any disputes that arise during these cure procedures that cannot be resolved by a good faith dialogue among the parties shall be resolved through a mutually agreed upon alternative dispute resolution plan adopted by the parties, or alternatively, pursuant to the dispute resolution methodology in Article VIII.

9.4 Effect of Termination on SOWs. Termination of this MSA will effectuate a termination of any SOW then in effect, subject to any specific provisions contained within an applicable SOW concerning transition services and payments in connection with same. In the event there is no active SOW between the parties for a period of at least three (3) months, this MSA shall terminate without the need for further action by either party.

9.5 Rights and Responsibilities Upon Expiration or Termination. Upon expiration or termination of this MSA, including, as applicable, any transition services: (a) all rights, licenses, consents and authorizations granted by either party to the other party hereunder or under any SOW will immediately terminate; (b) Client shall cease all use of R1 Technology; (c) each party shall, within sixty (60) days, destroy or return all other documents and tangible materials containing, reflecting, incorporating or based on the other party's Confidential Information; and (d) each party shall permanently erase all of the other party's data and Confidential Information from all computer systems and networks controlled by such party, except to the extent and for so long as required by Applicable Laws, provided that R1 may retain Client Data archived in the ordinary course of business on electronic storage systems or media, subject to the terms of the BAA (if applicable), until such data is deleted in its ordinary course. Client Data will be returned in a

commercially standard format, as determined by R1 in its sole discretion.

9.6 Termination for Insolvency. If any party (the "Insolvent Party") (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation, (d) has a receiver or manager appointed over all or substantially all of its assets, or (e) makes an assignment for the benefit of all or substantially all of its creditors, then the other party may terminate this MSA upon prior written notice to the Insolvent Party; provided, however, that (x) any Insolvent Party subject to an involuntary proceeding will have a reasonable amount of time (and in no event less than sixty (60) days) to have such proceeding dismissed or stayed prior to the other party having the right to terminate this MSA pursuant to this *Section 9.6*, (y) R1 will not have the right to terminate this MSA under this Section 9.6 so long as Client is current in its payment of the Fees hereunder, and (z) Client will not have the right to terminate this MSA under this Section 9.6 so long as R1 continues to provide the Services and comply with this MSA.

ARTICLE X
INDEMNIFICATION AND LIABILITY

10.1 R1 Intellectual Property Indemnification. R1 shall indemnify and defend Client and its directors, officers and employees ("Client Indemnitees") against any third-party claims alleging Client's receipt of the Services or use of the R1 Technology in compliance with this MSA infringes the Intellectual Property of a third party. The foregoing obligation does not apply to any claim arising out of or resulting from: (a) modification of R1 Technology other than (i) by or on behalf of R1 or any R1 Service Provider; or (ii) with R1's prior written consent in accordance with R1's written specifications; (b) combination of the R1 Technology with any products or services from any third party or any other system, if the alleged infringement would not have occurred but for such combination; or (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by R1 or any R1 Service Provider.

10.2 R1 Other Indemnification. R1 shall indemnify and defend Client and the Client Indemnitees against any third-party claims, including any governmental claims to the extent based upon, relating to, or resulting from R1's (a) gross negligence or willful misconduct during the course of its performance of this MSA, (b) violations of the BAA, and (c) breach of any of its representations and warranties hereunder, in each case which are not caused or directed by Client.

10.3 Client Indemnification. Client shall indemnify and defend R1 and its directors, officers and employees and R1 Service Providers from and against any and all claims and losses arising out of any third-party claims, including any governmental claims, in each case to the extent based upon, relating to, or resulting from Client's (a) gross negligence or willful misconduct during the course of performance of this MSA or in connection with receipt of Services, (b) infringement of any Intellectual Property of any third party, and (c) breach of any of its representations and warranties hereunder, in each case above which are not caused or directed by R1.

10.4 Defense of Claims. Promptly after receipt by any person or entity entitled to indemnification under this MSA ("Indemnitee") of notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim in respect of which the Indemnitee will seek indemnification hereunder, the Indemnitee shall notify the indemnifying party ("Indemnitor") of such claim. After receipt of notice from the Indemnitee relating to any claim, the Indemnitor shall notify the Indemnitee that the Indemnitor elects to assume sole control over the defense and settlement of the claim; provided, however, that (i) the Indemnitor shall keep the Indemnitee reasonably apprised of the status of the defense, and (ii) the Indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such claim imposing financial or non-financial obligations or restrictions on the Indemnitee or constituting an admission of guilt or wrongdoing by the Indemnitee or ceasing to defend against such claim.

10.5 Cap on Liability. Each party's total cumulative liability under this MSA and each SOW, including indemnification obligations, shall be capped at an amount equal to three times (3x) the total amount paid to R1 for Services in the first twelve (12) months of the Term, notwithstanding the failure of essential purpose of any remedy. The foregoing cap shall not apply to: (a) claims arising out of a party's, or such party's employees', vendors' or agents' gross negligence, fraud, willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against one party that are the responsibility of the other party; (d) a party's misappropriation or infringement of the other party's Intellectual Property; and/or (e) Client's payment obligations under this MSA and/or damages for a wrongful termination of this MSA or any SOW.

10.6 General Disclaimers. R1 HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CLIENT DATA. FURTHER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER CLIENT NOR R1 MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, TECHNOLOGY, DATA OR SYSTEMS TO BE PROVIDED TO ONE ANOTHER PURSUANT TO THIS AGREEMENT, OR ANY RESULTS OF THE USE THEREOF, AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. NEITHER PARTY WARRANTS THAT THE SERVICES, ANY MATERIALS OR THE OPERATION OF ANY SYSTEMS, TECHNOLOGY, HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATIVE OF R1 HAS THE RIGHT TO MAKE WARRANTIES ON R1'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF R1. ALL THIRD-PARTY MATERIALS PROVIDED BY R1 TO CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN R1 AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE PARTY, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF AN ERROR OR OMISSION IN THE PERFORMANCE OF SERVICES, CLIENT'S SOLE REMEDY IS RE-PERFORMANCE OF THE SERVICES BY R1 AT NO ADDITIONAL COST. CLIENT ACKNOWLEDGES THAT, IF APPLICABLE, AUDITS OF ITS RECORDS MAY PERIODICALLY RESULT IN DOWN-CODING AND POTENTIAL RECOUPMENT OF OVERPAYMENTS BY A THIRD-PARTY IN CONNECTION WITH SERVICES PROVIDED BY CLIENT. CLIENT AGREES THAT IN NO EVENT WILL ANY DOWN-CODING ADJUSTMENTS AND RECOUPMENT, ARISING OUT OF OR IN CONNECTION WITH R1'S PROVISION OF SERVICES UNDER THIS MSA BE DEEMED A "LOSS" CONSTITUTING DAMAGES CAUSED BY R1 AND INCURRED BY CLIENT UNDER THIS MSA, IT BEING AGREED THAT ANY SUCH RECOUPMENT AND ASSOCIATED COSTS AND EXPENSES INCURRED WILL BE THE SOLE RESPONSIBILITY OF CLIENT. CLIENT UNDERSTANDS AND AGREES THAT, AS PART OF THE SERVICES, R1 MAKES RECOMMENDATIONS AS TO APPROPRIATE BILLING AND DOCUMENTATION ONLY AND DOES NOT PROVIDE ANY MEDICAL OR CLINICAL ADVICE OR CONSULTATION AS TO CLINICAL CARE.

R1 WILL NOT BE RESPONSIBLE FOR ANY INCORRECT INFORMATION TRANSMITTED BY CLIENT, CLIENT USERS, CLIENT'S PATIENTS OR A THIRD PARTY, OR FOR ANY ERRONEOUS OR INCOMPLETE BILLING RESULTING FROM SUCH INCORRECT INFORMATION, IF APPLICABLE. R1 PROVIDES SERVICES UNDER THIS MSA WITHOUT ANY SPECIFIC GUARANTEE OF PERFORMANCE OR ANY PARTICULAR LEVEL OF CASH COLLECTIONS. CLIENT ACKNOWLEDGES THAT R1 BEARS NO RESPONSIBILITY FOR THE ACTIONS OF ANY PRIOR VENDOR REGARDLESS OF WHETHER R1 ASSUMES RESPONSIBILITY FOR COLLECTIONS OF ACCOUNTS BILLED BY SUCH VENDOR.

10.7 R1 Insurance Coverage. R1 will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to R1 employees who work on the Services;

(b) Commercial General Liability Insurance: $1,000,000 per occurrence and $2,000,000 in the annual aggregate;

(c) Comprehensive Automotive Liability Insurance: $1,000,000 per occurrence;

(d) Umbrella excess liability coverage above the commercial general liability and comprehensive automobile liability described above in all amounts not less than $5,000,000 per occurrence/accident;

(e) Crime Insurance: R1 is responsible for loss to owner and third party property/assets and shall maintain comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of $1,000,000; and

(f) Cyber/ Errors and Omissions: $5,000,000 per event and in the annual aggregate.

(g) R1 will name Client as an additional insured, on a primary and not in excess of any other insurance, on the General Liability and Cyber/ Errors and Omissions insurance.

10.8 Client Insurance. Client will obtain and continuously maintain during the Term the following insurance coverages:

(a) Workmen's Compensation: statutory limits for workers' compensation in each state as applicable to Client's licensed personnel who are members, employees or independent contractors providing health care services (the "Professionals") or other services on behalf of Client;

(b) Commercial General Liability Insurance: $1,000,000 per occurrence and $2,000,000 in the annual aggregate, covering Client's property, the activities of the Professionals, and all other individuals performing services on behalf of Client; and

(c) Professional Liability Insurance: $1,000,000 per occurrence and $2,000,000 in the annual aggregate, covering Client, the Professionals and all other individuals performing services on behalf of Client.

ARTICLE XI
MISCELLANEOUS

11.1 Authority. Each party represents and warrants that it has the authority to enter into this MSA and to be bound by its terms, and that it has been executed by all necessary and authorized individuals.

11.2 Relationship of the Parties. Each party is an independent contractor. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Except as expressly provided in this MSA or an SOW, R1 does not undertake to perform any obligation of Client, whether legal or contractual, or assume any responsibility for Client's business or operations.

11.3 Survival. The terms of Articles IV (Confidentiality), V (Fees), VI (Intellectual Property), VII (Compliance), VIII (Dispute Resolution), IX (Term and Termination), and XI (Miscellaneous) and Sections 10.1-10.6 (Indemnification and Liability) of this MSA shall survive the expiration or termination of this MSA.

11.4 Force Majeure. Each party will be excused from performance under this MSA (other than obligations to make payments that become due) for any period during which it is prevented from or delayed in performing any obligation pursuant to this MSA in whole, or in part, as a result of a force majeure event, including any change in Applicable Laws which would preclude a party from performing its obligations under this MSA.

11.5 Taxes. All service charges, fees, expenses and other amounts due under this MSA are exclusive of all taxes. Other than net income taxes imposed on R1, Client shall be responsible for all sales, use, withholding and value added taxes incurred or assessed in connection with the Services. If the Services are exempt from any otherwise applicable sales and use tax as a result of such tax-exempt status, Client will provide R1 with a valid and applicable exemption certificate. All tax exemption certificates with a copy of the applicable SOW should be sent c/o Tax@r1rcm.com for validation by the R1 Tax Department.

11.6 Change in Laws. The parties agree that in the event of a change in any Applicable Laws that (a) would render any part of this MSA illegal, materially affect R1's payment for the Services, or directly, adversely and materially affect either party's performance under this MSA and (b) could not be remedied by an amendment to this MSA, then either party shall have the right to immediately terminate the MSA and there shall be no penalty or damages due to such termination.

11.7 Assignment. This MSA may not be assigned by either party without the prior written consent of the other party which may not be unreasonably withheld; provided, however, that this MSA may be assigned by R1, without the consent of Client, (a) to a wholly-owned subsidiary of R1, (b) in connection with the sale of substantially all of the assets or a majority of the equity securities of R1 in one or more related transactions, or (c) by operation of law in connection with a merger, so long as the assignee agrees in writing to assume all liabilities under this MSA, including any liabilities (known or unknown) accruing prior to the effectiveness of such assignment. If R1 assigns this MSA in accordance with subsection (a), (b) or (c) above, then R1 shall notify Client of such assignment in writing within ten (10) days of the assignment.

Notice. Notices to R1 and Client required by this MSA shall be sent via certified first class mail, or overnight delivery, to the following respective addresses, and shall be deemed received by the receiving party three (3) business days after being mailed certified first class, or one (1) day after being sent by overnight

delivery:

R1 RCM Inc.
Attention: Chief Executive Officer
With a copy to: General Counsel
7725 West Reno Avenue, Suite 150
Oklahoma City, OK 73127

Seneca Healthcare District Hospital
Attention: Chief Executive Officer
With a copy to: Chief Financial Officer
P.O. Box 737 199 Reynolds Road, Chester, CA 96020

11.8 Severability. If any provision of this MSA is declared invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this MSA. Rather, it is the intent of the parties that in such an event this MSA will be deemed amended by modifying such provision to render it valid and enforceable while preserving the original intent of the parties. If that is not possible, the parties shall agree on a substitute provision that is legal and enforceable and that achieves the same objective as the original provision to the extent possible.

11.9 Equal Opportunity and Anti-Discrimination. Each party represents and warrants that it does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices and otherwise complies with all applicable local, state and federal laws prohibiting discrimination.

11.10 No Third-Party Beneficiaries. Nothing in this MSA is intended or shall be construed to confer upon any person (other than the parties hereto and the indemnified parties specifically identified herein) any rights, benefits or remedies of any kind or character whatsoever, and no person or entity shall be deemed a third-party beneficiary under or by reason of this MSA.

11.11 Amendment and Waiver. This MSA may only be amended or modified by execution of a written amendment or modification signed by both parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

11.12 Entire Agreement. This MSA, including all SOWs and any exhibits or schedules thereto, and the BAA, constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. There are no representations, understandings or agreements related to this MSA that are not fully expressed in this MSA.

This MSA and the SOWs are intended to be correlative and complementary. Any requirement contained in this MSA and not the SOWs will be performed or complied with as if contained in each SOW. However, the requirements of each SOW are intended to be separate. Consequently, unless otherwise specifically provided for, the requirements of one SOW shall not apply to the Services provided or to be provided under another SOW. Further, in the event of a conflict between any provision of this MSA and any provision of the applicable SOW, the provision of the applicable SOW shall control.

11.13 Governing Law. This MSA will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

11.14 Construction. The terms defined in this MSA include the plural as well as the singular and the derivatives of such terms. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this MSA as a whole and not to any particular Article, Section, Subsection or other subdivision. Article and Section references refer to articles and sections of this MSA, unless specified otherwise. The words "include" and "including" shall mean "including but not limited to" so as to introduce a non-exclusive set of examples, and shall not be construed as terms of limitation. The words "day," "month," and "year" mean, respectively, calendar day, calendar month and calendar year. The words "notice" and "notification" and their derivatives mean notice or notification in writing. References to any law mean references to such law as amended or supplemented, or to any newly adopted law expressly replacing such law. Whenever the singular form is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. References to any person include the successors and permitted assigns of that person.

11.15 Counterparts. This MSA may be executed in counterparts (including signatures sent via electronic transmission in portable format (pdf), each of which shall be deemed to be an original, and both of which together shall constitute a binding agreement. Each person signing below represents that he or she has the authority

to sign this MSA for and on behalf of the party for whom he or she is signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this MSA as of the Effective Date.

Seneca Healthcare District		**R1 RCM Inc.**	
By:		By:	Dan Graves
Name:		Name:	Dan Graves
Title:		Title:	SVP – Physician Services
Date:		Date:	6/24/2022

Seneca Healthcare District
R1 Contract Propsal Analysis- HRG Actual Fees
Twelve Months ended May 31, 2022

Month	Inpatient Collections	Inpatient Fee @2.5%	Outpatient Collections	Outpatient Fee @4.5%	Total Fee
June 2020	512,101.54	12,802.54	732,122.77	32,945.52	45,748.06
July 2020	58,346.80	1,458.67	1,066,789.55	48,005.53	49,464.20
Aug 2020	301,358.48	7,533.96	515,639.64	23,203.78	30,737.75
Sept 2020	104,370.05	2,609.25	376,904.52	16,960.70	19,569.95
Oct 2020	153,365.11	3,834.13	696,321.93	31,334.49	35,168.61
Nov 2020	588,325.32	14,708.13	840,397.45	37,817.89	52,526.02
Dec 2020	1,204,811.51	30,120.29	886,851.04	39,908.30	70,028.58
Jan 2021	461,151.34	11,528.78	630,954.29	28,392.94	39,921.73
Feb 2021	457,233.31	11,430.83	589,825.60	26,542.15	37,972.98
Mar 2021	599,892.92	14,997.32	748,263.48	33,671.86	48,669.18
Apr 2021	564,233.13	14,105.83	1,320,013.12	59,400.59	73,506.42
May 2021	318,802.96	7,970.07	588,533.89	26,484.03	34,454.10
Totals		120,297.27		371,722.25	492,019.53

Seneca Healthcare District
R1 Contract Propsal Analysis- R1 Proposed Fees
Twelve Months ended May 31, 2022

Month	Total Collections	Total Fee @3.12%	% Increase/ (Decrease)
June 2020	1,244,224.31	38,819.80	
July 2020	1,125,136.35	35,104.25	
Aug 2020	816,998.12	25,490.34	
Sept 2020	481,274.57	15,015.77	
Oct 2020	849,687.04	26,510.24	
Nov 2020	1,428,722.77	44,576.15	
Dec 2020	2,091,662.55	65,259.87	
Jan 2021	1,092,105.63	34,073.70	
Feb 2021	1,047,058.91	32,668.24	
Mar 2021	1,348,156.40	42,062.48	
Apr 2021	1,884,246.25	58,788.48	
May 2021	907,336.85	28,308.91	
Totals		407,858.43	-17.11%

SENECA
HEALTHCARE DISTRICT

Business Office Solutions – Proposal

May 4th, 2022

Agenda

- Review/Confirm Desired Scope
- Project Timeline & Communication Cadence
- Pricing Proposal
- Closing / Next Steps

Data Inputs

Description	Metric
Annual Claims	19,804
Annual Self-Pay Encounters	3,638
Annual Statements/Letters	5,950
Annualized Gross Revenue**	$23,624,506
Annualized Net Revenue**	$15,452,092
Annualized Cash Collections**	$13,994,438
Annualized Claims Submissions**	19,804

- Data derived from financial data received on 4-5-22
- Two Business Entities with shared Tax IDs: Seneca HC District & Lake Almanor Clinic
- # of Providers = 20
- **Numbers annualized based on data from August-21 through January-22

Payer Information

Payer	Gross Rev (13-month Avg)	Annualized	Payor Mix	13-month avg Payments	13-month avg Adjustments
Medicare	$925,471	$11,105,652	49.3%	$437,078	$218,223
Medi-CAL	$376,110	$4,513,320	20.0%	$225,098	$241,185
Commercial	$163,937	$1,967,244	8.7%	$88,354	$29,131
Blues	$271,011	$3,252,132	14.4%	$214,060	$65,212
Workers Comp.	$25,951	$311,412	1.4%	$13,551	$7,109
Self-Pay	$115,547	$1,386,564	6.2%	$76,667	$44,108
Totals	**$1,878,027**	**$22,536,324**	**100%**	**$1,054,808**	**$604,968**

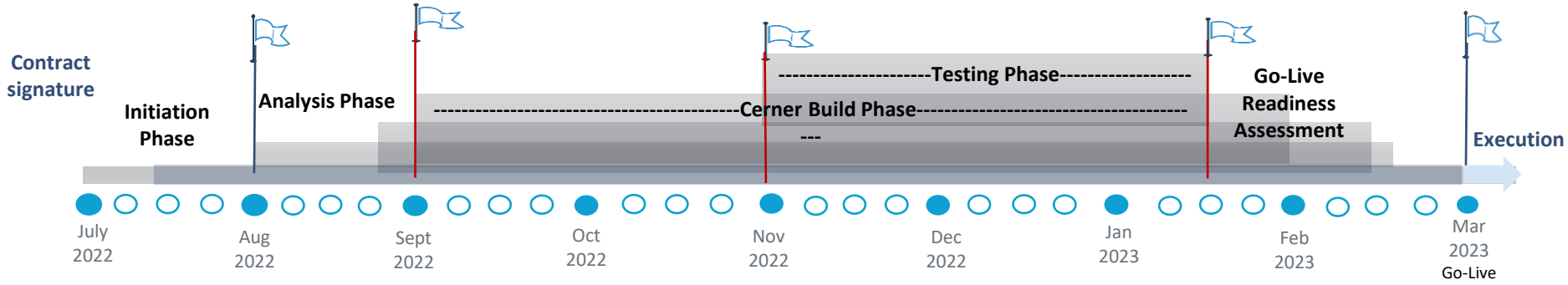
Scope of Work

R1 will serve as the full day-one partner for billing and follow-up with the following scope of work:

Description	Included / Excluded
All Service types (O/P, I/P, LTC, Swing, Clinic)	**Included**
Billing/Claims Processing	**Included**
AR Follow-up & Denials	**Included**
Cash Posting	**Included**
Self-Pay (with call center)	**Included**
Credit Balances (insurance and self-pay)	**Included**
All financial classes	**Included**
Charge Capture & Coding	***Excluded***
Monthly SOC noticed to LTC (Private & Medi-Cal Accounts)	***Excluded***

Project Timeline

Transition Support Engagement Overview



R1 Business Office Transition Service Engagement

- Contract Signature
- Identify Seneca Stakeholders
- Gather Client Fact Sheet & Contract
- Schedule/ Communicate Discovery call
- Internal Seneca/R1 Prep Meeting
- Introduction of R1 Leadership team
- Introduction of Client Success Manager

- Resourcing
- Data Collection w/client
- Client Policies & Procedures
- Workflow Review
- Reporting Development
- Client Set up requirements

Cerner Build
- Build data collection
- EDI Data Collection
- Plan Test Events

Client + Cerner + R1
- Non -Prod Testing
- Interface Testing
- Workflow Testing
- Prod Testing
- Claim Testing
- Payment Posting
- Statement Testing
- Reporting
- 835 Interface Testing
- Finalize enrollments
- Validate historical KPIs

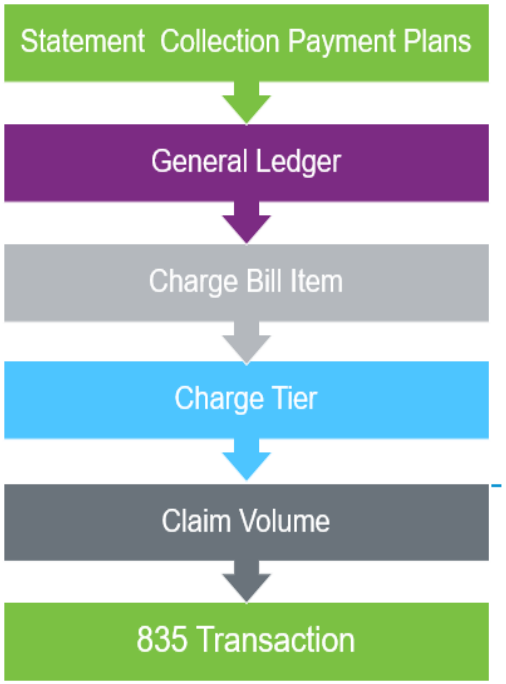
- Finalize testing (could include IT2 testing
- Configuration changes
- Access for Operations Team
- Documentation of standard operating procedure guide
- Training Plan
- Reporting build-out
- Cerner LON Historical upload request

- Finalize Scrubber testing
- Finalize website access for Operations Team
- Training across client and R1 teams
- Establish meeting cadences

Access requirements include: Cerner LON, Cerner Care account, CPA, Scrubber and websites)

Cerner is responsible for build of patient accounting.
R1 will assist with recommendations, issue tracking and go-live readiness assessment.
R1 will augment client's testing resources.
Client will participate in all phases including testing and build design.

Business Operations Testing Model



Consulting Testing Focus

- System / unit testing to ensure functional system
- Integration testing to ensure seamless transition throughout solution
- Testing currently in process for all levels

BOS Testing Focus

- High volume
- Top 25 payors
- All providers
- Special clinics / scenarios
- Full workflow through scrubber

Test Plans are Created to Validate Build & Workflow

- Health Plan Data Collection Process
- Core Data Collection (List of Providers and Location information)
- Charge Master Completion
- Claim Rules for Specific Payers & Service Types

Claims Testing

- Review Test Claims in Rev Manager/SSI/Manager/SSI/Another Clearinghouse
- Detail Review of Completed Claim Form & Edits
- Identify all Issues with Claim Rules

Payment Posting Test

- Test Payment Posting Workflows
- Review 835 Rules Set Up
- Test Automated Payment Rules CARC/RARC Codes
- Review Bank Account & Lock Box Information

Sample Meeting Cadence

- ***Project Sub-reviews:*** Individual meetings will be established to conduct knowledge sessions for posting and credit balance.
- Months 1-6 Attendees:
  - R1 Operations Leadership
  - R1 Client Service Manager
  - R1 Transition Service
  - Seneca Leadership
- Months 7+ Attendees:
  - R1 Client Service Manager
  - Seneca Leadership

Month 1				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
DNFB, Edit Review, Issue Review	DNFB, Edit Review, Issue Review	DNFB, Edit Review, Issue Review	DNFB, Edit Review, Issue Review	DNFB, Edit Review, Issue Review

Month 2				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
Coding Review, Posting Review	DNFB, Edit Review, Issue Review	DNFB, Edit Review, Issue Review	Denial Review, Leadership Review	DNFB, Edit Review, Issue Review

Month 3				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
No Meetings	Coding Review, Denial Review	Edit Review, Issue Review	Denial Review, Leadership Review	Credit Balance Review

Month 4				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
No Meetings	Coding Review, Denial Review	Working Sessions as needed	Denial Review, Leadership Review	Working Sessions as needed

Month 5				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
No Meetings	Denial Review	Working Sessions as needed	Denial Review, Leadership Review	No Meetings

Month 6				
Monday	***Tuesday***	***Wednesday***	***Thursday***	***Friday***
No Meetings	Denial Review	No Meetings	Leadership Review	No Meetings

Month 7+	
Bi-Weekly/Weekly	***Quarterly***
Leadership Review	Leadership Review

Proposal

Pricing

Model	Rate	Term
All inclusive Rate, Charged as a % of Net Collections	**3.12%**	**5 years**

- Full scope referenced on slide 5 (partnership commences in July)
- Pricing based on blended shore model (all patient-facing communications will be done in the US)
- Fees are invoiced a month in arrears and are based on the “Total Billable Net Receipts” from the prior month (“Service Month”)
- Monthly Fee is calculated by multiplying the “Total Billable Net Receipts” by the %Net Collections Rate (example below)

Example based on $1M and 3.12%

Service Month	January
Total Receipts in Service Month	$1,000,000
Less Refunds	$25,000
Total Billable Net Receipts	$975,000
Net Collection % Rate	3.12%
Monthly Fee	**$30,420**