MSKESSON

PO Number: HI-992950 PO Date: 10/11/2019

360 KING SUITE 30	SONE MEDCARD SLEY PARK DRIVE	INC Phone: 1 888 458 62 Fax:	272	Ship To: 01 AU MEDICAL CENTER INC 1120 15TH STREET RECEIVING WAREHOUSE BL 1001 AUGUSTA, GA 30912 GLN: Phone: 706 721 9584	Fax: 706 721 9597	Bill To: AU MEDICAL 1120 15TH ST ACCOUNT PAY BUILDING 0107 AUGUSTA, GA:	REET ABLE , 30912	06 721 9067
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PO Number: HI-992950 PO Date: 10/11/2019

Vendor:

ACCESSONE MEDCARD INC

360 KINGSLEY PARK DRIVE

SUITE 300

FORT MILL,SC 29715

Phone: 1 888 458 6272

Fax:

Ship To:

01 AU MEDICAL CENTER INC

1120 15TH STREET

RECEIVING WAREHOUSE

BL 1001

AUGUSTA, GA 30912

GLN:

Phone: 706 721 9584

| 1.0 ...

Bill To:

AU MEDICAL CENTER INC

1120 15TH STREET

ACCOUNT PAYABLE BUILDING 0107

AUGUSTA, GA 30912

Phone: 706 721 9225

Fax: 706 721 9067

Terms & Conditions:

AU Medical Center Inc. is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The contractor also agrees to comply with

Fax: 706 721 9597

the provisions of Executive Order 13496 (29 CFR Part 471), relating to the notice of employee rights under federal labor laws.

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Print Date: 10/11/2019

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AccessOne Universal Medical Charge Account Agreement (with Predictable Funding)

ACCESSONE MEDICAL CHARGE ACCOUNT AGREEMENT

dated as of October 7, 2019,

by and between

ACCESSONE MEDCARD, INC.,

and

AU HEALTH SYSTEM, INC.

and its Affiliates from time to time party hereto

ACCESSONE MEDICAL CHARGE ACCOUNT AGREEMENT

This AccessOne Medical Charge Account Agreement (as amended from time to time,
this "Agreement") is made as ofOctober 7, 2019, by and between AccessOne
MedCard, Inc., a North Carolina corporation ("AccessOne"), AU Health System, Inc., a
Georgia not-for-profit corporation (the "Parent"), and its affiliates from time to time party hereto
(each, together with the Parent, a "Provider," and collectively, the "Providers").

Background Statement

The Providers would like their patients to be able to pay for goods and services with AccessOne medical charge accounts that are established and serviced by AccessOne.

Under this Agreement, AccessOne will establish revolving medical charge accounts (each, an "AccessOne Charge Account") in patients' names pursuant to revolving credit agreements (each, a "Revolving Credit Agreement"). A patient may pay for a Provider's healthcare goods and services by charging the cost of such goods and services to the patient's AccessOne Charge Account, and such charges ("Charges") are then posted to the patient's AccessOne Charge Account and serviced by AccessOne.

Statement of Agreement

In consideration of their respective obligations to each other, the parties agree as follows:

ARTICLE I

ACCESSONE CHARGE ACCOUNTS

- 1.1 Establishment of AccessOne Charge Accounts. AccessOne agrees to establish AccessOne Charge Accounts in favor of patients of the Providers who desire such accounts (each, a "Patient Accountholder"), and each Provider agrees to accept Charges to AccessOne Charge Accounts in payment for health care goods and services provided by the Provider to such individuals. The Providers will be deemed to accept payment with an AccessOne Charge Account with respect to any particular amount owed by a Patient Accountholder upon the posting of the applicable Charge to the Patient Accountholder's AccessOne Charge Account. Upon (i) the establishment of an AccessOne Charge Account with a patient and (ii) the posting of a Charge to such AccessOne Charge Account, the Provider's receivable from the patient (the "Patient") with respect to which such Charge relates (a "Patient Receivable") shall be deemed paid in full, as between the Patient and the Provider, and the Provider will hold a receivable from AccessOne (an "AccessOne Receivable") in the amount of the posted Charge, which shall be paid in accordance with the terms of this Agreement; provided, however, that the foregoing shall not in any way limit AccessOne's rights of subrogation or other rights under applicable law arising as a result of payment of the Patient Receivable.
- 1.2 <u>Eligible Charges</u>. AccessOne will have no obligation to establish an AccessOne Charge Account or to post a Charge to an AccessOne Charge Account unless the Patient

Receivable to which such Charge relates meets the following eligibility criteria (such Charges meeting such criteria, "Eligible Charges"):

- (a) the Patient Receivable constitutes the legal, valid and binding obligation of the obligor of such Patient Receivable, enforceable against such obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever and as such represents a *bona fide* obligation to a Provider;
- (b) the Patient Receivable constitutes a receivable for health care services or supplies actually provided by such Provider and accepted by the Patient Accountholder;
- (c) the obligor of the Patient Receivable is an individual who resides in the United States of America;
- (d) the obligor of the Patient Receivable is not deceased or the subject of any voluntary or involuntary proceeding under any applicable state or federal bankruptcy, insolvency or other similar law;
- (e) the Patient Receivable, and all services and goods sold by a Provider giving rise to the Patient Receivable, complies with all laws, rules, licenses and regulations applicable thereto;
- (f) use of an AccessOne Charge Account to pay the Patient Receivable does not violate, or give rise to a default under, any material contract, lease, indenture or other material agreement binding upon any Provider, and all consents necessary to accept AccessOne Charge Accounts as payment have been obtained;
- (g) the Patient Receivable is not in default at the time it is paid with an AccessOne Charge Account (and any default or delinquency that previously existed is deemed irrevocably waived by the Providers upon the posting of a Charge relating to such Patient Receivable to an AccessOne Charge Account), and the Patient Receivable is not the subject of any litigation or other proceeding or hearing before any court or governmental authority; and
- (h) the Patient Receivable complies with such other eligibility criteria as AccessOne shall require in its reasonable judgment.
- 1.3 <u>Provider Conditions</u>. The obligation of AccessOne to establish an AccessOne Charge Account and to post Eligible Charges to such AccessOne Charge Account is subject to the conditions that the representations and warranties of the Providers set forth in **Article II** shall be true and correct and the Providers shall be in compliance with all of the terms and provisions set forth herein to be observed or performed on their part.
- 1.4 Payment to Providers. The AccessOne Receivable for each Patient Receivable paid with an AccessOne Charge Account is equal to 100% of such Patient Receivable, less a servicing fee (the "Servicing Fee") of 6.0%, for a net amount (the "Net Amount") equal to 94% of the Patient Receivable. AccessOne makes no initial payment to the Providers on an AccessOne Receivable and instead pays the amount due to the Providers by paying to the Providers, on each Payment Date, an amount equal to 94% of the amount of each principal

payment made by the Patient Accountholder under the AccessOne Charge Account during the most recent settlement period.

1.5 Patient Payment Options.

- (a) The AccessOne medical charge account program makes certain payment options available to the Patient Accountholders, as follows:
 - (i) <u>Interest-Free Options</u>. The Patient Accountholders may make equal, interest-free monthly payments pursuant to the interest-free options set forth on **Exhibits A** and **B** hereto (each, an "<u>Interest-Free Option</u>"). If a Patient Accountholder should fail to timely make any of the required payments under the applicable Interest-Free Option, the remaining principal balance shall thereafter be treated like other revolving credit accounts as to which the Patient Accountholder did not elect to participate in an Interest-Free Option.
 - (ii) <u>Low-Interest Options</u>. The Patient Accountholder may make reduced monthly payments pursuant to the low-interest options set forth on **Exhibits A** and **B** hereto.
 - (iii) AccessOne Choice Outreach Program. The AccessOne Choice Outreach Program is a financial assistance program that offers two payment options, set forth on **Exhibits C** and **D** hereto, which are designed to provide assistance to uninsured and underinsured Patient Accountholders who qualify for the Providers' financial assistance program or who, because of a change in their financial circumstances, are unable to continue making regular payments. Charges are placed in the AccessOne Choice Outreach Program only with the approval of, or upon the direction of, a Provider.
- (b) Unless stated otherwise in this Agreement, regardless of the payment method applicable to any revolving credit account, AccessOne shall pay to the applicable Provider, on each Payment Date, an amount equal to 94% of the amount of each principal payment posted on each AccessOne Charge Account (i.e., the principal payment less the Servicing Fee) during the applicable monthly period prior to such Payment Date.
- AccessOne Receivable arising from any Charges posted to an AccessOne Charge Account (i) to the extent the Patient Receivable related to any such Charges fails at any time to meet any of the eligibility criteria set forth in **Section 1.2** hereof (other than any eligibility criteria under **Section 1.2(h)** imposed after the date of posting of any such Charge to the AccessOne Charge Account), or (ii) if the Patient Accountholder fails for three consecutive months to make the minimum monthly payment due in accordance with the Patient Accountholder's Revolving Credit Agreement (in each case, a "Patient Accountholder Default"). Upon any Patient Accountholder Default, AccessOne may reverse, or "chargeback", the unpaid portion of the AccessOne Receivable relating to the applicable Charges, and such Charges shall automatically be deemed again owing to the applicable Provider from the Patient who had owed the Patient Receivable that gave rise to such AccessOne Receivable.

- 1.7 <u>Administration and Servicing</u>. The following processes will be followed by AccessOne in administering and servicing the AccessOne Receivables and the AccessOne Charge Accounts established pursuant to this Agreement:
- (a) AccessOne and the Providers shall establish a monthly settlement date (each such date, a "Settlement Date"). The date on which all monthly payments owing under this Agreement on AccessOne Receivables shall be paid shall be on the sixth business day after each Settlement Date (such payment due date, the "Payment Date"). AccessOne shall provide to the Providers a summary report with respect to the monthly period prior to each Settlement Date (each, a "Settlement Summary Report") with detailed backup reports. These reports shall identify the charges, credits, chargebacks, bad debt transfers, and other fees payable under this Agreement and due with respect to the monthly period prior to any Settlement Date. AccessOne shall be entitled to set off any amounts the Providers owe to AccessOne hereunder against any payments owing by AccessOne to the Providers hereunder, but AccessOne may elect, at any time and from time to time, not to set off any such amounts and may instead collect such amounts from the Providers. On the Payment Date, AccessOne shall transfer to the Providers' designated bank account, via electronic funds transfer, the amount due to the Providers as described on the Settlement Summary Report.
- (b) Any payments received by a Provider from or on behalf of any Patient Accountholders for Charges posted to their AccessOne Charge Accounts shall be held in trust for AccessOne. Such Provider shall notify AccessOne to allow proper crediting to the Patient Accountholders' accounts, and the amount received by such Provider that is due AccessOne will be deducted from payments due to such Provider from AccessOne (or, upon request by AccessOne, paid to AccessOne).
- (c) The Providers will promptly notify AccessOne of (i) bankruptcy notices related to any Patient Accountholder and (ii) all notices to creditors from any personal representative under the estate of any deceased Patient Accountholder. If any payment previously made by a Patient Accountholder on a Charge is subsequently recouped from AccessOne by an obligor or trustee in bankruptcy as a preferential payment, the Providers shall promptly reimburse such recouped amount to AccessOne if AccessOne made a payment to the Providers based on such recouped amount.
- 1.8 <u>Deposit</u>. Providers shall pay AccessOne a deposit of \$25,000.00 ("Deposit") upon the execution of this Agreement. The Deposit is fully earned when paid and is non-refundable. Notwithstanding the foregoing, if AccessOne has a total of \$700,000 in outstanding Charges on AccessOne Charge Accounts on or before September 30, 2020, then AccessOne will refund the Deposit no later than the following Settlement Date after the minimum is reached.

Receivables	<u>Funding</u> . If eligible, the Parent may elect to receive funding of the AccessOne with respect to Fundable Eligible Charges as provided in Exhibit E hereto (<i>i.e.</i> , the Funding Option). On the date hereof:
П	The Parent has elected to receive funding pursuant to the Predictable Funding Option
or	
⊠ T Opti	The Parent has <u>not</u> elected to receive funding pursuant to the Predictable Funding on.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PROVIDERS

Each Provider represents, warrants and covenants to AccessOne as follows:

- 2.1 <u>Status</u>; <u>Authorization</u>. Each Provider is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization. Each Provider has full power and authority to enter into this Agreement and to incur the obligations provided for herein, all of which have been fully authorized by all proper and necessary action. The parties executing this Agreement on behalf of each Provider are duly authorized to do so, and the execution, delivery and performance of this Agreement (i) do not constitute a breach of any Provider's organizational documents, (ii) will not constitute an event of default under any agreement to which any Provider is a party, and (iii) do not violate any law or any order, rule or regulation applicable to any Provider or any of its properties.
- 2.2 <u>Binding Obligation</u>. This Agreement, when executed by all parties, and each of the other documents executed and delivered in connection herewith to which any Provider is a party, will constitute the legal, valid and binding obligation of each Provider enforceable against each Provider in accordance with the terms hereof and thereof.
- 2.3 <u>Governmental Approvals</u>. No authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by each Provider of this Agreement.
- 2.4 <u>Insolvency Proceedings</u>. No Provider is the subject of any voluntary or involuntary proceeding under any applicable state or federal bankruptcy, insolvency or other similar law.
- 2.5 <u>Compliance with Laws, etc.</u> Each Provider has obtained all material licenses, permits, franchises, and other governmental authorizations necessary for the ownership of its properties and the conduct of its business. Each Provider will comply in all material respects with all applicable current and future laws, ordinances, rules, regulations, orders and decrees of

any governmental authority having jurisdiction over such Provider (including, without limitation, those related to the provision of health care services and sale of health care products).

- 2.6 <u>Litigation</u>. To the best of the knowledge of the Providers, there are no actions, suits, proceedings or investigations pending or threatened against any Provider before any court or arbitrator or before or by any governmental authority which challenges the transactions under this Agreement.
- 2.7 <u>Eligibility</u>. Each Patient Receivable with respect to which a Charge is posted to an AccessOne Charge Account shall meet each of the eligibility criteria set forth in **Section 1.2**. The Providers acknowledge that the relationship between AccessOne and each Patient Accountholder is a voluntary relationship, for the benefit of the Patient Accountholder, to permit the Patient Accountholder to better manage his or her current obligations to the Providers, and that AccessOne is not a collection agency that is in the business of collecting delinquent or defaulted accounts.

ARTICLE III

MISCELLANEOUS

- 3.1 Termination of Establishment of New Accounts. The ongoing use of AccessOne Charge Accounts shall be subject to termination by any party (i) effective immediately upon the delivery of written notice to the other parties, after a material breach of this Agreement by such other party or parties, or (ii) at any time without cause, provided notice of termination is given to the other party or parties at least 30 days prior to the effective date of termination. Upon any such termination, AccessOne shall continue to service, in accordance with the terms of this Agreement, the AccessOne Charge Accounts established prior to such date of termination, unless the Providers notify AccessOne that they shall thereafter service such accounts. All obligations of each party hereunder with respect to any previously established accounts shall survive any such termination, including the payment obligations of AccessOne under Section 1.4.
- 3.2 Further Assurances. Each Provider agrees that, as to any amount owing to the Provider that is paid with an AccessOne Charge Account, it will upon demand execute and deliver to AccessOne such instruments and documents, provide such information and take all further actions as may be reasonably required to enable AccessOne to establish its title to the Eligible Charge arising out of such amount or otherwise to perfect, protect or more fully evidence such ownership, and to service such AccessOne Charge Account. Without limiting the generality of the foregoing, each Provider hereby authorizes AccessOne to endorse such Provider's name on checks and other instruments representing payments on such Charges posted to an AccessOne Charge Account and to enforce such Charges posted to an AccessOne Charge Account and the related contracts. AccessOne shall provide notice to the Parent if AccessOne assigns any rights in this Section 3.2 to any person other than AccessOne's check processing provider, AccessOne's financing sources, and any successor to AccessOne or any assignee of AccessOne's other rights under this Agreement.
- 3.3 <u>Notices</u>. Notices and other communications to the parties shall, unless otherwise provided, be in writing addressed or delivered to the party at the address indicated on the

signature page of this Agreement or such other address as is communicated in writing to the other party in accordance with this Section. Notice by electronic mail shall also be permitted. Each such notice shall be effective as of the date of its receipt.

- 3.4 <u>Assignment</u>. No Provider will assign, pledge or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of AccessOne. AccessOne may assign, sell, pledge or otherwise transfer its rights under this Agreement without restriction to any party, including, without limitation, to any of AccessOne's financing sources.
- 3.5 <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute but one and the same instrument. Execution of this Agreement by electronic or facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.
- 3.6 Governing Law and Jurisdiction. This Agreement is made in and shall be construed in accordance with the laws and judicial decisions of the State of Delaware. AccessOne and each of the Providers agree that any dispute arising out of this Agreement shall be adjudicated in either the state or federal courts of Delaware and in no other forum. For that purpose, AccessOne and each of the Providers hereby submit to the jurisdiction of the state and/or federal courts of Delaware. AccessOne and each of the Providers waive any defense that venue is not proper for any action brought in any federal or state court in the Delaware in connection with or arising out of this Agreement.
- 3.7 <u>HIPAA</u>. AccessOne acknowledges that the Providers are regulated under state and federal laws regarding the confidentiality and security of individually identifiable health information ("<u>Protected Health Information</u>" or "<u>PHI</u>"), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), commonly known as HIPAA, and rules and regulations adopted in connection therewith. If, in the course of performing its obligations under this Agreement, AccessOne obtains or has access to PHI, AccessOne agrees that it shall hold such PHI in strict confidence and it shall not be used by AccessOne or disclosed by AccessOne except as specifically provided in the Business Associate Agreement entered into between the parties or as permitted by law.

3.8 501(r) Billing and Collection Procedures.

- (a) AccessOne does not report credit information relating to its AccessOne Charge Accounts to any credit reporting agency or bureau; does not engage Patient Accountholders in any legal or judicial process for reasons of non-payment; and does not knowingly engage in any extraordinary collection actions.
- (b) AccessOne does not knowingly charge interest in excess of the Applicable Federal Rate in effect from time to time under 26 U.S. Code § 6621(a)(2) prior to the expiration of the 120 day notification period that begins on the date of the first post-discharge billing or, if applicable, the 240 day application period that applies if the Provider receives an application for financial assistance.
- (c) Charges eligible for financial assistance that have been posted to an AccessOne Charge Account may be reversed by the Provider, and they are then charged back by AccessOne.

Should the Patient be responsible for any portion of a Charge that is otherwise eligible for financial assistance, such portion is placed in an interest-free AccessOne Choice Outreach account upon the Patient's completion of the Revolving Credit Agreement.

- (d) To ensure that the AccessOne medical charge account program complies with IRC 501(r), AccessOne performs monthly audits of all Charges that are charged back to Providers for reasons of financial assistance. Any fees or interest inadvertently charged to these accounts are identified, disclosed and corrected in the ordinary course of business, as soon as practicable.
- (e) If there are any adjustments to a Charge resulting from any of the foregoing, there will be a corresponding adjustment, if applicable, to the AccessOne Receivable relating to such Charge.
- 3.9 <u>Severability</u>. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 3.10 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns as permitted hereunder.
- 3.11 <u>Indemnity</u>. Each of the Providers shall be responsible for and shall reimburse AccessOne, together with its successors, assigns, agents and lenders, for all costs and expenses (including reasonable attorneys' fees actually incurred based on standard hourly rates for hours worked) incurred by AccessOne in connection with the enforcement of this Agreement or the protection or preservation of any right or claim of AccessOne in connection herewith, including without limitation costs and expenses incurred by AccessOne in connection with its attempts to collect the Providers' obligations and liabilities under this Agreement.
- 3.12 Joint and Several. Each Provider hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with respect to the payment and performance of all the obligations of each Provider under this Agreement, including the Exhibits hereto, it being the intention of the parties hereto that all such obligations shall be the joint and several obligations of all the Providers without preference or distinction among them. If and to the extent that any Provider shall fail to make any payment with respect to any of the obligations owed by it as and when due or to perform any of such obligations in accordance with the terms of this Agreement, then in each such event each of the other Providers will make such payment with respect to, or perform, such obligation pursuant to the terms of this Agreement. Each of the Providers hereby waives presentment, demand, protest and notices of every kind and assents to any one or more extensions, modifications, increases, renewals or postponements of the time or amount of payment or any other indulgences given to any Provider under this Agreement or any other action or circumstance which might otherwise constitute a legal or equitable discharge or defense of a co-obligor, surety or guarantor.

- 3.13 Access to Records. Until the expiration of four years following the furnishing of services pursuant to this Agreement, AccessOne shall, and shall require each of its employees to, maintain complete records relating to its responsibilities under this Agreement and shall afford each Provider and any appropriate governmental authority reasonable access thereto.
- 3.14 <u>Effectiveness; Entire Agreement</u>. This Agreement shall become effective when each of the parties hereto executes and delivers its signature page to the other parties. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreements relating to the subject matter hereof. This Agreement may be modified, altered or changed only by an agreement in writing signed by each of the parties hereto.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ACCESSONE MEDCARD, INC.

09/27/2019

By:	Moderal	DE TUD	11:48 AM EDT
Name:	Mark J. Spinner		
Title:	Chief Executive C	fficer	
Suite 3 Fort M	ngsley Park Drive 300 Iill, South Carolin ion: Mark J. Spin		15-6408
AU HI	EALTH SYSTEM,	INC.	
By:	Fatine Kafen	ZHWED	10/07/2019 12:57 PM EDT
Name:	Katrina Keefer		
Title:	CEO AUHS		
	5 th Street, BA-8255 ta, GA 30912	5	
AU M	EDICAL CENTE	R, INC	10/01/2019
By:	Timothy Gaillard		09:53 AM EDT
Name:	Timothy Gaillard		-
Title:	_COO		

AU MEDICAL ASSOCIATES, INC. 10/03/2019 Charles Howell

By:

Name: Charles Howell Title: Interim CEO

ROOSEVELT WARM SPRINGS REHABILITATION & SPECIALTY HOSPITALS, INC.

By:	David Mork	10:31 AM EDT
Name:	David Mork	
Title:	CEO	

Exhibit A

AccessOne Choice

The AccessOne Choice Program offers Patient Accountholders the following payment options for Charges with an initial principal balance of up to \$10,000:

Interest-Free Options:

- 12 equal, monthly, interest-free payments for Charges up to \$2,000;
- 15 equal, monthly, interest-free payments for Charges greater than \$2,000 up to \$4,000;
- 18 equal, monthly, interest-free payments for Charges greater than \$4,000 up to \$6,000; and
- 24 equal, monthly, interest-free payments for Charges greater than \$6,000 up to \$10,000; or

Low-Interest Option:

• Reduced monthly payments at an APR equal to the prime rate plus 6% per annum.

Exhibit B

AccessOne Choice 10+

The AccessOne Choice 10+ Program offers Patient Accountholders the following payment options for Charges with an initial principal balance in excess of \$10,000:

Interest-Free Options:

- 50 equal, monthly, interest-free payments for Charges greater than \$10,000 up to \$20,000; and
- 100 equal, monthly, interest-free payments for Charges greater than \$20,000; or

Ultra-Low Interest Option:

• Reduced monthly payments at an APR equal to a fixed rate of 5% per annum.

Exhibit C

AccessOne Choice Outreach

The AccessOne Choice Outreach Program permits the Providers to offer the following interest-free, fixed monthly payment options to patients who qualify for financial assistance:

- For Charges up to \$10,000, 1% of initial principal balance;
- For Charges greater than \$10,000 up to \$20,000, 0.75% of initial principal balance;
 and
- For Charges greater than \$20,000, 0.5% of initial principal balance.

The Providers determine which, if any, Charges are to be placed in the AccessOne Choice Outreach Program.

Exhibit D

AccessOne Fixed Payment Addendum

The AccessOne Fixed Payment Addendum permits the Providers to offer interest-free, fixed monthly payments in any amounts determined by a Provider and accepted by the Patient Accountholder. Any principal amount is eligible and such amount may be repaid in any minimum monthly amount approved by a Provider.

Exhibit E

Predictable Funding Option

- 1. <u>Funding Generally</u>. If eligible, the Providers may elect to receive payment for AccessOne Receivables related to certain Eligible Charges in advance of the collection of such Charges by AccessOne, pursuant to AccessOne's "<u>Predictable Funding Option</u>" as provided in this **Exhibit E**. If the Predictable Funding Option is elected, rather than being paid on a deferred basis as payments are made on such Charges, as provided in **Section 1.4** of the Agreement, the Providers would instead receive a lump sum payment after the Patient Accountholder makes a qualifying payment on his or her AccessOne Charge Account. While the Predictable Funding Option is in effect, the following provisions would be applicable.
- 2. Predictive Scoring. AccessOne shall set a threshold credit score after consultation with the Parent (as changed from time to time, the "Predictive Threshold Score"). AccessOne shall give the Parent written notice of the initial Predictive Threshold Score, and AccessOne may thereafter change the Predictive Threshold Score for new Eligible Charges at any time after consultation with the Parent, but Eligible Charges shall be characterized as Fundable Eligible Charges based on the Predictive Threshold Score and a Patient Accountholder's credit score at the time the Eligible Charge is first posted to an AccessOne Charge Account, and Eligible Charges will not be recharacterized based on future changes in either score.
- Fundable Eligible Charges. A "Fundable Eligible Charge" is an Eligible Charge with an initial principal balance of \$10,000 or less that is owing by a Patient Accountholder who has a credit score that is equal to or greater than the Predictive Threshold Score. Upon receiving at least one monthly minimum payment from the Patient Accountholder on a Fundable Eligible Charge in accordance with the applicable Revolving Credit Agreement, AccessOne shall pay to the Providers a net amount (the "Accelerated Payment") equal to the outstanding principal amount of such Fundable Eligible Charge less a Servicing Fee. If new Fundable Eligible Charges are posted to an AccessOne Charge Account for which AccessOne has previously paid an Accelerated Payment, and the account is current, such Charges shall be eligible for payment of an Accelerated Payment after the Patient Accountholder has made the new initial monthly minimum payment in accordance with the Revolving Credit Agreement. Notwithstanding the foregoing, Accelerated Payments are never made with respect to AccessOne Receivables arising from Charges that are in the AccessOne Choice Outreach Program or are subject to the AccessOne Fixed Payment Addendum, but Accelerated Payments are made on AccessOne Receivables relating to charges that are in one of the Interest-Free Options. The Servicing Fee under the Predictable Funding Option is an additional 4%, and the Net Amount is reduced by the same percentage; provided, however, that if the prime rate as reported by The Wall Street Journal should increase after the date hereof by 1 percentage point or more, the additional servicing fee shall increase (and the Net Amount shall decrease), as of the date of such change in the prime rate, by the amount indicated in the following chart for the applicable increase:

Wall Street Journal Prime Rate	Service Fee Increase and
Increase	Net Amount Decrease
+1.00%	+0.500%
+1.25%	+0.625%
+1.50%	+0.750%
+1.75%	+0.875%
+2.00 or more	+1.00%

A subsequent decrease in the prime rate that causes the prime rate to fall into a lower range shall also be reflected in the additional servicing fee and the Net Amount beginning on the date of such decrease. For the avoidance of doubt, no decrease in the prime rate would cause the additional servicing fee to fall below the base additional servicing fee of 4%.

4. Chargeback of Accounts.

- (a) If AccessOne has paid an Accelerated Payment on an AccessOne Receivable arising from a Charge that is subject to a Patient Accountholder Default, AccessOne shall charge back the defaulted Charge or portion thereof to the Providers, and the Providers shall pay to AccessOne in connection with the chargeback an amount equal to 100% of the outstanding principal balance of the reversed Charge (the "Chargeback Amount"). Similarly, if AccessOne has paid an Accelerated Payment on an AccessOne Receivable that arose from a Patient Receivable that is thereafter reduced by any amount for any reason, including because a Provider receives payment on the Patient Receivable from any person (other than AccessOne), or because a Provider adjusts the principal amount of such Patient Receivable lower for any other reason, AccessOne shall charge back to the Providers the amount of such reduction or adjustment, and the Providers shall pay the applicable Chargeback Amount to AccessOne with respect to such reduction or adjustment. Any such chargebacks may, at the option of AccessOne, be settled through offsets in connection with the monthly settlement process but, if not, the Chargeback Amount shall be paid to AccessOne within 30 days after the Parent receives written notice of the chargeback.
- (b) The obligation of the Providers to pay the Chargeback Amounts shall be joint and several, absolute and unconditional and not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims that any Provider may have against AccessOne or any other person or for any reason whatsoever. The Providers hereby acknowledge that all individuals are eligible to participate in the AccessOne medical charge account program without regard to their creditworthiness, and the Providers further acknowledge that they are not relying on AccessOne to conduct any evaluations of any individual's creditworthiness as a condition to participation in the program.
- 5. Loss of Funding. If AccessOne's financing should become unavailable to fund all or any portion of the Accelerated Payments, including if AccessOne's maximum financing is reached with respect to a Providers' Fundable Eligible Charges, AccessOne shall notify the Providers and payments for all Fundable Eligible Charges shall be posted, on and after the date of such notice, on a deferred basis as payments are made on such Fundable Eligible Charges, as provided in **Section 1.4** of the Agreement (with the corresponding Servicing Fee provided in

Section 1.4), until AccessOne is able to restore or increase available funding. In such event, the Providers may immediately terminate the ongoing acceptance of AccessOne Charge Accounts under this Agreement by giving written notice to AccessOne.

6. <u>Administration and Servicing</u>. Each Settlement Summary Report shall also identify the aggregate amount of Accelerated Payments and Chargeback Amounts.

7. Servicing Fee Rebate.

- Based on AccessOne's proprietary modeling of the Predictable Funding Option. AccessOne believes that the sum of the Chargeback Amounts due to Patient Accountholder Defaults, during periods that the Predictable Funding Option is in effect, will be less than 5.0% of the sum of all payments for Eligible Charges paid to the Providers hereunder. AccessOne has agreed to rebate its Servicing Fee to the extent the sum of the Chargeback Amounts exceeds that threshold, as follows: promptly following the one-year period ending with the twelfth Settlement Date hereunder, and promptly following each one-year period thereafter (and any final, partial year thereafter), for as long as the Predictable Funding Option shall remain in effect, AccessOne shall determine the following percentage: (i) the sum of all Chargeback Amounts paid by the Providers to AccessOne during such period because of defaults based on the failure of the Patient Accountholders to make three consecutive minimum monthly payments on the AccessOne Charge Accounts in accordance with the Revolving Credit Agreement; divided by (ii) the sum of all payments for Eligible Charges paid by AccessOne to the Providers during such period. If such percentage for any such period is greater than 5.0%, AccessOne shall rebate its Servicing Fee on the AccessOne Charge Accounts charged back to the Providers during such period in excess of such 5.0% threshold. AccessOne shall provide its calculations to the Providers at the end of each twelve-month period (or final, partial year), and any reimbursement of the Servicing Fee shall be paid by AccessOne to the Parent on behalf of the Providers. Notwithstanding the foregoing, AccessOne shall only be required to rebate its Servicing Fee with respect to any year (or partial year) for which the sum of the Accelerated Payments paid by AccessOne to the Providers is at least 80% of the sum of the Accelerated Payments paid by AccessOne to the Providers during the immediately preceding year. An example of a hypothetical calculation of a Servicing Fee rebate is attached hereto as Annex I hereto.
- (b) If any Charge is paid in full within 120 days after the date that the Charge is posted to an AccessOne Charge Account, AccessOne shall rebate its Servicing Fee to the extent the amount of the Servicing Fee exceeds 4% of the principal amount of the Charge.

8. Representations.

(a) In connection with the Predictable Funding Option, the Parent represents and warrants to AccessOne that (i) the financial statements of the Parent that have been furnished to AccessOne fairly present the financial condition and business of the Parent and its consolidated subsidiaries as shown therein as of the Parent's most recent fiscal year end, and since such date there has been no material adverse change in any such financial condition or business of any Provider; and (ii) no information provided by a Provider to AccessOne was inaccurate or misleading in any material respect as of the date furnished to AccessOne.

- 9. Eligibility for Predictable Funding.
- (a) The Providers are eligible to participate in the Predictable Funding Option if all of the following conditions are met:
 - (i) if the Parent has a credit rating for its senior unsecured long-term debt securities, such credit rating must be at least a Standard & Poor's BBB-, a Moody's Baa3 or a Fitch's BBB-;
 - (ii) the Providers must maintain a Debt Service Coverage Ratio of not less than 1.2 to 1.0. "Debt Service Coverage Ratio" means the ratio of (i) net income from operations for the most recently ended four consecutive fiscal quarters, plus interest expense, depreciation, and amortization for such period, divided by (ii) the sum of the current portion of long term debt and capital lease obligations for the most recently ended four consecutive fiscal quarters, plus interest expense for such period, in each case calculated for the Parent and its consolidated subsidiaries in accordance with generally accepted accounting principles ("GAAP");
 - (iii) the Providers must maintain Days of Cash on Hand of not less than 75 days at the end of each fiscal quarter. "Days of Cash on Hand" means (i) the sum of cash, unrestricted short term investments, including Board Designated Funded Depreciation, and short term investments restricted for debt payment at the end of any fiscal quarter, divided by (ii) the quotient of (A) total operating expenses less depreciation and amortization for the four consecutive fiscal quarters ending with such fiscal quarter, divided by (B) 365, in each case calculated for the Parent and its consolidated subsidiaries in accordance with GAAP; and
 - (iv) the lenders to AccessOne then financing the Accelerated Payments shall have approved the funding of the Fundable Eligible Charges, the Providers shall have delivered their consent to AccessOne's collateral assignment to the lenders of AccessOne's rights hereunder, in form and substance acceptable to such lenders.
- In addition, even if the Providers do not meet the conditions set forth in Section (b) 9(a), the Providers are eligible to participate in the Predictable Funding Option if the Parent has delivered to AccessOne an irrevocable letter of credit in favor of AccessOne, issued by a financial institution reasonably acceptable to AccessOne, and in form and substance reasonably acceptable to AccessOne (a "Letter of Credit"); provided that AccessOne shall not be obligated to pay any Accelerated Payments to the extent such payments would cause the aggregate Accelerated Payments outstanding for all Fundable Eligible Charges to exceed the stated amount of the Letter of Credit (the "Stated Amount"). The Letter of Credit may be drawn by AccessOne, in an amount equal to the Chargeback Amounts owing to AccessOne, if the Parent fails to pay to AccessOne any such Chargeback Amounts. The Letter of Credit shall, without limitation, (i) allow for multiple, partial draws by AccessOne up to the Stated Amount, (ii) be drawable upon physical presentation by AccessOne of the Letter of Credit and completed sight draft, prior to the expiration date thereof, accompanied by a completed certificate signed by an authorized officer of AccessOne stating only that AccessOne is entitled to draw on the Letter of Credit in the amount of the sight draft, and (iii) provide that (A) the issuing bank will provide

AccessOne with written notification of at least 30 days prior to the expiration date of the Letter of Credit and (B) AccessOne may draw the entire Stated Amount on the expiration date of the Letter of Credit if the Parent has not renewed or extended the Letter of Credit or replaced the Letter of Credit with another Letter of Credit meeting the criteria set forth in this section prior to the date that is 30 days prior to the expiration date of the Letter of Credit.

- (c) If the Providers are eligible to participate in the Predictable Funding Option as provided in **Section 9(a)** or **(b)**, they may elect to do so upon 30 days' prior notice to AccessOne. In addition, the Providers may at any time elect not to continue to participate in the Predictable Funding Option, and instead receive payment for Fundable Eligible Charges on a deferred basis as payments are made on the AccessOne Charge Accounts, at any time upon 30 days' prior written notice to AccessOne.
- (d) If the Providers should ever fail to satisfy any of the criteria in **Section 9(a)** and the Parent has not delivered a Letter of Credit to AccessOne in accordance with **Section 9(b)**, (i) all payments to the Providers for Fundable Eligible Charges shall be made on a deferred basis, as provided in **Section 1.4** of the Agreement (with the Servicing Fee as provided in **Section 1.4**) until the Providers either satisfy the criteria in **Section 9(a)** or the Parent delivers to AccessOne a Letter of Credit in accordance with **Section 9(b)** and (ii) within 30 days after the date (the "Ineligible Date") that the Providers fail to satisfy any of the criteria in **Section 9(a)**, the Parent shall deliver to AccessOne a Letter of Credit that complies with all of the terms set forth in **Section 9(b)**, including the requirement that it be in form and substance reasonably acceptable to AccessOne, but which is for a Stated Amount equal to at least 30% of the total Chargeback Amounts for which the Providers could be liable to AccessOne, calculated as of the Settlement Date preceding the Ineligible Date.
- 10. Delivery of Financial Statements. The Providers shall provide to AccessOne as soon as available, and in any event (i) within 120 days after the end of each fiscal year, a complete copy of the financial statements of the Parent and its consolidated subsidiaries for such fiscal period prepared in accordance with GAAP consistently applied, which shall be certified by independent certified public accountants, and (ii) within 45 days after the end of each fiscal quarter, a complete copy of the financial statements of the Parent and its consolidated subsidiaries for such fiscal quarter prepared in accordance with GAAP consistently applied, and (iii) in each case under clauses (i) and (ii) above, a certificate of an appropriate officer of the Parent setting forth in reasonable detail the calculations required to establish whether the Providers are in compliance with Section 9(a), on the date of such financial statements. The Providers authorize AccessOne to provide the financial information delivered by the Providers hereunder to any lender then financing the Accelerated Payments.
- 11. <u>Further Assurances</u>. Each Provider agrees that it will, upon demand, execute and deliver to AccessOne such instruments and documents, provide such information and take all further actions as may be reasonably required to enable AccessOne to exercise or enforce its rights under or in connection with this Agreement or to otherwise carry out the intent of this Agreement; provided, however, that notwithstanding any other provision in this Agreement, no party hereto shall be required to provide information the delivery of which would violate any law or regulation.

Annex I

Calculation of Servicing Fee Rebate (See Section 7(a) in Exhibit E to Agreement)

Access	One MedCard, Inc.			
Access	One Charge Account Agreement			
Servici	ing Fee Rebate			
			Example #1	Example #2
Calcula	ation of Recourse %			and in pic in a
(i)	Sum of Chargeback Amounts for Previous Twelve Months	A	\$ 55,000.00	\$ 110,000.00
(ii)	Sum Total of Gross Principal Payments to Provider for Previous Twelve			
	Months	В	\$ 1,100,000.00	\$ 1,100,000.00
	Percentage of Recourse	A /B = %	5.0%	10.00%
Calcula	ation of Service Fee Rebate			
	If Percentage of Chargeback Amounts is 5.0% or less	No Service Fee Rebate		
	If Percentage of Chargeback Amounts is Greater than 5.0%	Service Fee Rebate		
	Chargeback Amounts over 5.0%	С	\$ -	\$ 55,000.00
	Service Fee Percentage	10%		10%
	Service Fee Rebate	C x 10%	\$ -	\$ 5,500.00

CONSENT AGREEMENT

Reference is made to (a) that certain Medical Charge Account Agreement dated as of October 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Contract"), by and between AccessOne MedCard, Inc., a North Carolina corporation ("AccessOne") and each of AU Health System, Inc., AU Medical Center, Inc., AU Medical Associates, Inc., Roosevelt Warm Springs Rehabilitation & Specialty Hospitals, Inc. (each, together with the Parent, a "Provider," and collectively, the "Providers"), (b) that certain Credit Agreement, dated May 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AccessOne (together with each other entity that from time to time becomes a borrower under the Credit Agreement in accordance with the terms thereof, collectively, the "Borrowers" and individually a "Borrower"), AccessOne Holdings, Inc., a Delaware corporation, Healthcare Financial Solutions, LLC, as a lender and as Agent for the lenders party thereto (the "Agent"), and the lenders from time to time party thereto (the "Lenders"), and (c) that certain Collateral Assignment of Contract, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral **Assignment**") by AccessOne in favor of Agent.

Each Provider acknowledges that AccessOne and Agent have entered into the Collateral Assignment pursuant to which AccessOne has, among other things, collaterally assigned the Contract to Agent (or any of its designees or transferees), including all of its rights under the Contract as collateral security for certain obligations owed by AccessOne to Agent and the Lenders (or any of their designees or transferees) under the Credit Agreement. For and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Each Provider understands and acknowledges that the obligations of the Providers under the Contract have been collaterally assigned to the Agent and Lenders as security for indebtedness of the Borrowers to the Agent and Lenders under the Credit Agreement and consents to such collateral assignment. Each Provider understands and acknowledges that the undersigned's execution and delivery of this Agreement supports the advancement of funds by the Lenders to the Borrowers for the purpose of establishing medical charge accounts for the Providers' patients from the Providers, and each Provider further acknowledges that it will derive direct and indirect economic benefits from the making of the loans by the Lenders to the Borrowers. Further, each Provider agrees that after it has received a notice from Agent directing it to make all (or some but not all if the notice so specifies) payments due under the Contract directly to Agent, it shall pay such amounts directly to Agent as and when the same become due and payable, in accordance with the terms of the Contract until such time as Agent notifies the Providers that they may resume making payments to AccessOne and agrees that during such period it shall not be able to fulfill its obligations under the Contract by paying such amounts to AccessOne. Providers are fully entitled to rely on such directions from Agent and are under no obligation to inquire or determine whether an Event of Default exists or whether Agent is entitled, under any separate agreement between AccessOne and Agent, to give such directions. Providers may rely on directions received from Agent which Providers believe in good faith come from the appropriate party.

Each Provider agrees that Agent and Lenders may at any time and from time to time without the consent of or notice to any Provider amend, supplement, restate or otherwise modify in any manner the Credit Agreement or any other Loan Document (as defined in the Credit Agreement).

Each Provider further agrees that it shall not assign any of its rights, duties or obligations under the Contract unless the assignee acknowledges pursuant to a writing satisfactory to Agent all of such Provider's duties under the Contract and under this Agreement.

Each Provider agrees that it is responsible for any obligation or portion thereof, of any Provider to AccessOne, Agent or any Lender which has been paid by any Provider to AccessOne, Agent or any Lender and which AccessOne, Agent or any Lender is subsequently required to return to any Provider or a trustee for any Provider in any bankruptcy or insolvency proceeding relating to the Providers. Each Provider further agrees that it shall not have any right of subrogation, reimbursement or indemnity whatsoever, nor shall it have any right of recourse to security for the obligations of any Provider to AccessOne, the Agent or any Lender unless and until all of the obligations of each Provider to AccessOne, the Agent or any Lender under the Contract have been paid in full. Each Provider hereby waives, to the extent avoidable under any provision of the Bankruptcy Code, any right arising upon payment by any Provider of any obligation under this Agreement to assert a claim against the bankruptcy estate of any Provider or any Borrower.

This Agreement shall inure to the benefit of Agent and Lenders, their respective successors and assigns, and shall remain in force until all of the Obligations have been indefeasibly paid in full in cash.

Each Provider represents, warrants and covenants to Agent that: (i) each of the Contract and this Agreement is enforceable against each Provider in accordance with its terms; (iv) the execution and delivery of the Contract and this Agreement does not violate or constitute a breach of any agreement to which any Provider is a party; (v) there is no litigation, claim, action or proceeding pending or, to the best knowledge of each Provider, threatened against any Provider which would materially adversely affect the financial condition of any Provider or its ability to fulfill its obligations hereunder; and (vi) each Provider has knowledge of each Provider's financial condition and affairs.

This Agreement is made in and shall be construed in accordance with the laws and judicial decisions of the State of Delaware. Each of the undersigned agrees that any dispute arising out of this Agreement shall be adjudicated in either the state or federal courts of Delaware and in no other forum. For that purpose, each of the undersigned hereby submits to the jurisdiction of the state and/or federal courts of Delaware. Each of the undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of Delaware.

This Agreement may be executed in several counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute but one and the same instrument. Execution of this Agreement by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent Agreement under seal as of the $\frac{7}{2}$ day $\frac{\text{October}}{2}$, 2019.

AU HE	EALTH SYSTEM, INC.	
By: Name: Title:	Katrina Keefer Executive VP of Health Affairs	10/07/2019 12:57 PM EDT
AU MI	EDICAL CENTER, INC	C.
By:	Timothy Gaillard	10/01/2019 09:53 AM EDT
Name: Title:	Timothy Gaillard	
AU MI	EDICAL ASSOCIATES	, INC.
Name:	Charles Howell Charles Howell Interim CEO	
REHA	EVELT WARM SPRIN BILITATION & SPECI ITALS, INC.	IALTY
By:	David Mork	10/03/2019 10:31 AM EDT
Name:	David Mork	

Title: CEO



MAN AUGUSIA	THIS SPACE FOR PURCHASING ONLY
UNIVERSITY	
	49101 Del. Date: FPO:
Department: AUMVAICAI CUNTER, INC	AP #:
Contact Person: TUTTIUN JONUS Ext.# 51040 3FAX:	Terms: FPO Cat:
	000
Need by: Del. to Bldg/Rm. #	FOB: DEST PPA
Wall of	/_ /_
1 / Mulia - 3/	9/19 Bid/Reg #: DOC 883
DEPARTMENTAL APPROVAL DA	
	Due Date: HJ - 992950
If services/goods already received, please sign (No Receiving Report required	Attachments:
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	Buyer:
DEPARTMENTAL APPROVAL DA	Code #:
*NOTE: If your double-space energifications exceed the enace n	rovided below, place all items on Continuation Sheet, attached list.
	ovided below, place all items on continuation sneet, attached list.
No. DESCRIPTION	Catalog # Quantity / Unit Unit Price Total Price
Accessone will establish	
1100030100 0011 00 100 11 31 1	
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	TOTAL
Vendor Name	Address Phone/FAX
"Accessone Medcard inc 1360 Kin	aslew Park Drive Ste300
City, State, Zip	11 Sc 20016 (940) 200-1109
AP# 2. A-A1A1 HARCAMAN Street, P.O. Box	1110 6110
UUVY TUSVIIIUI	
AP = gheeseman@myaccesso he com	
3. Street, P.O. Box	
City, State, Zip	
Remarks:	

Doc 884

AUMA New Service Agreements Cost

Contract Summary Sheet

Phase Owner:

Dunn, Kaitlyn

5/9/2019 Dunn, Kaitlyn

Start Date: Initiator:

Status: **End Date:** Approved

5/15/2019

AU Contract Summary Sheet

System Fields

Department

Central Business Office/Revenue Cycle

Original Term

Effective until terminated

Description

Accessone will establish revolving medical charge accounts in patients name pursuant to revolving credit agreeements

Custom Fields

Contract Summary Sheet

Is the contract routine or urgent?

Urgent

Is the contract budgeted or unbudgeted?

Budgeted

Is the contract capital or operating?

Operating

Total Annual Cost

\$0.00

Total Annual Revenue \$0.00

Has an IT security review been conducted?

No

Upload Client Provided Agreement

Accessone Medcard, Inc.

Upload Departmental Request (DR)

Accessone Medcard, Inc. DR

Protected Health Information

Business associate: is any individual (other than a member of the covered entity's workforce) or
organization that either creates, receives, maintains, or transmits PHI on behalf of a covered entity or an
Organized Health Care Arrangement (OHCA) for a function or activity such as claims processing or
administration, data analysis, processing or administration, utilization review, quality assurance, patient
safety activities, billing, benefit management, practice management, or repricing; or provides legal,
actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financia
services to or for a covered entity, if the service involves the disclosure of PHI. Examples of business
associates include:

Health Information Organizations \Box e-Prescribing Gateway \Box

Utilization Reviews 🗆
Non-governmental granting organizations \Box
Outside billers/coders/claims processors

Does this involve PHI (protected health information)?

Yes

Responsible Individuals

Please list two individuals who will be responsible for this agreement, including any subsequent renewals or termination:

Department Contact

Terrilyn Jones

Department Contact

Joseph Koons

10 may 4 7 9

Department Contact

Email

To be read tejones@augusta.edu

Department Contact

Email

jkoon@augusta.edu

Phone Number

7068286403

Phone Number

7067215714

Vendor's Signatory Information

This information should be the name and email address for the individual who will be signing the contract. This information will be used during the Signatory Phase by the Office of Legal Affairs.

Vendor's Signatory Name

Gary Heeseman

Vendor's Signatory Email

gheeseman@myaccessone.com

Mar Mapinner @ Myaccesson. com

Review By: Jones, Terrilyn Was: Submitted On: 05/14/2019 07:56 PM

Approval By: Koons, Joseph Was: Approved On: 05/15/2019 08:01 AM

Approval By: Howell, Charles Was: Approved On: 05/15/2019 11:49 AM