athenahealth

Service Proposal

Presented to

Family Care Medical Group, Inc

Presented by:
Edward Sherlock
Sales Executive Small Groups
athenahealth, Inc.
311 Arsenal Street
Watertown, MA 02472
617-402-8382 (office)
781-588-5024 (mobile)
esherlock@athenahealth.com

Prepared for:
Dr. Steve Petronijevic
Family Practitioner
Family Care Medical Group, Inc
17615 MORO RD, Salinas, CA, 93907
(831) 663-3926

What You Told Us About Your Organization

▶ Services You Provide .... Family Practice
▶ Annual Fee for Service Collections........... $1,660,000.00
▶ Number of Billable Practitioners 3
▶ Number of Practicing Providers 3

athenaOne Fees

▶ Service Fee .... 7.00 % of Collections plus $1 per Closed-Loop Order
▶ Service Fee Cap............................... 8.00 % of Collections

Deposit

▶ $ 3,675.00

Notes

▶ List price for Specialty: 8.36% Base - 9.54% Cap ***Any discounts reflected are off of list price above**

For the first month following Go-Live, you will pay the lesser of 70% of Service Fee or 70% of the Service Fee Cap. Starting in the second month after Go-Live and thereafter, you will be invoiced monthly and pay the lesser of the Service Fee or Service Fee Cap.

Client will send all Orders through athenaClinicals. All Closed-Loop Orders (excluding In-House Orders and In-Office Orders) are subject to the $1/Closed-Loop Order fee above.

For the athenaCoordinator Core℠ service, you will be charged $1.00 per Order (as defined in the athenaCoordinator Core℠ service description) received from athenaClinicals clients.

Athena will refund the full Deposit amount referenced above in the form of a credit or series of credits applied prospectively to Client's invoices contingent upon Client's Go-Live Date occurring within 6 months following the practice's execution of its Master Services Agreement.

Travel and expenses are not included in the fees listed above. You will be responsible for paying all travel and expenses.

Any work outside of the Onboarding scope, including phasing of the product roll-out, will require a change order and will result in additional fees.

Credit Card Plus will require the Client to complete an Elavon Merchant Agreement credit application via athenahealth, and applicable Elavon fees for credit card transactions will apply.

On-line credit card payments via the Patient Portal will require the Client to complete an Elavon Merchant Agreement credit application via athenahealth and applicable Elavon fees for credit card transactions will apply.

Credit card payments to be collected via Live Operators requires the Client to be live on Credit Card Plus.

athenaOne® includes the athenaCollector®, athenaClinicals®, athenaCommunicator® and athenaCoordinator Core℠ services. See the applicable Service Descriptions for more information on standard onboarding activities, athenaCare and the process to request additional services.

We look forward to doing business with you!

Meredith Arute
Meredith Arute (Nov 25, 2014)

Meredith Arute

Nov 25, 2014

ATHENAHEALTH MASTER SERVICES AGREEMENT

Until accepted by Athena, this form is an offer from Client to Athena to contract on the terms below. After execution by Client and acceptance of this form by Athena, an authorized Athena representative will countersign it, and this form will then become effective as a binding agreement as of the Effective Date.

Section 1. Defined Terms.

"**Agreement**" means this Master Services Agreement, <u>Exhibit A</u>, any Riders attached hereto, the Third Party Terms, each Proposal, and each Service Description.

"**Applicable Law**" means all applicable federal, state, and local laws and regulations, including, without limitation, those relating to kickbacks, fraud and abuse, confidentiality (including HIPAA), Medicaid, or Medicare.

"**Athena**" is athenahealth, Inc. and its subsidiaries, 311 Arsenal St., Watertown, MA 02472; Tel: 617.402.1000; Fax: 617.402.1099.

"**athenaNet**" means the internet-based athenaNet® multi-user platform used to provide athenaNet Services, together with athenaNet Functionality and associated databases.

"**athenaNet Content**" means any data made available by Athena as part of any athenaNet Services and all documents, formats, forms, functions, and screens for organizing or presenting that data.

"**athenaNet Functionality**" means the software functionality of athenaNet that enables system access and use.

"**athenaNet Services**" means the services provided by Athena under this Agreement, including, but not limited to, access to and use of athenaNet by Client and the provision of athenaNet Content and Materials.

"**Authorized Users**" means those users designated by Client on athenaNet control screens who are (i) employees of Client or (ii) other individuals, corporations, or entities that are not competitors of Athena and that have a valid HIPAA business associate agreement or other agreement with Client, and have been granted access to athenaNet by Client in its exercise of reasonable discretion and with respect to which Client has obtained reasonable assurances that they will comply with the access and use terms and the confidentiality terms in this Agreement.

"**Billable Provider**" means a physician or licensed or specially trained non-physician who is credentialed with payers, linked to Client's organization, and performs health services for Client's customers.

"**Client**" is Family Care Medical Group, Inc (use full legal name)
  Address: 17615 MORO RD, Salinas, CA, 93907
  Tel: (831) 663-3926 Fax: Fax: (831) 663-0605
  E-mail: drserb@yahoo.com

"**Collections**" means all sums received by Client for any health care items or services furnished by Client to patients if such sums are posted in athenaNet or if athenaNet Services have been used to schedule such health care or to bill, track, or follow up on such sums. Collections include, without limitation, co-pays, withhold returns, surplus distributions, bonus payments, incentive program payments, revenue sharing, capitation payments, and other managed care payments. Collections do not include (i) payments for Client administrative services not performed using athenaNet or athenaNet Services and (ii) amounts refunded to or taken back by any payer during the term of this Agreement in regard to sums qualified as Collections during that time.

"**Confidential Information**" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Information includes financial and other business information of either Party, athenaNet Functionality, athenaNet Content, Materials, and each Service Description. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (i) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (ii) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (iii) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or (iv) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

"**Effective Date**" means the date this form is countersigned by Athena.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and associated regulations, as may be amended from time to time.

"**Materials**" means all instructions, manuals, specifications, and training Athena provides in connection with any athenaNet Services.

"**Notice**" is defined in Section 13 of this Agreement.

"**Party**" means Athena or Client. "**Parties**" means Athena and Client.

"**PHI**" means "protected health information" as that term is used under HIPAA. "**Client PHI**" means PHI that Athena receives from or on behalf of Client or creates on behalf of Client.

"**Privacy Rule**" means the privacy standards in 45 C.F.R. Part 160 and Part 164, subparts A and E.

"**Proposal**" means Athena Proposal # O-4589908- 12 (unique identifier) and each Athena Proposal entered into by the Parties after the Effective Date and incorporated herein by reference.

"**Rider**" means each document listed as follows: Rider No. 49- ICD 10 Guarantee Loan and Credit; Rider No. 52 - Rapid Implementation Rider;

"**Security Rule**" means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

"**Service Description**" means each document periodically updated by Athena and incorporated herein that contains a description of athenaNet Services.

"**Third Party Items**" means the third party products and services incorporated into athenaNet and sublicensed to Client hereunder.

"**Third Party Terms**" means the third party pass-through terms and conditions set forth at http://www.athenahealth.com/tpt and incorporated by reference herein pursuant to which the Third Party Items are sublicensed to Client.

Section 2. Athena Services and Payment.

(a) Athena will provide athenaNet Services as described in each applicable Service Description. The Parties agree to perform their respective obligations as set forth in this Agreement.

(b) Client will pay Athena the fees and expenses as set forth in this Agreement. Athena may, at its option, impose a late charge of 1½% per month on all amounts overdue beyond 10 days, but this charge will not waive or extend any obligation of Client to make payments when due.

Section 3. Term and Termination.

(a) This Agreement will have a term of one year from the Effective Date and will automatically extend for additional consecutive one-year terms unless either Party provides Notice to the other Party no less than 90 days prior to the renewal date that it is terminating this Agreement at the end of the then current term.

(b) Either Party may terminate this Agreement or any athenaNet Services at any time, with or without cause, by providing the other Party with no less than 90 days Notice.

(c) Either Party may terminate this Agreement effective upon Notice to the other if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 30 days following Notice describing the specific default (10 days in the event of failure to pay amounts owed); (ii) the other Party violates Applicable Law; (iii) voluntary or involuntary proceedings are commenced for the bankruptcy, receivership, insolvency, winding up, or dissolution of the other Party; or (iv) any right or asset of the other Party becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

(d) Athena may terminate this Agreement effective upon Notice if Client (i) violates the System and Service Access and Use provisions in Section 4 herein or (ii) violates the warranty in Section 7(f) herein.

(e) If Athena determines that any material Client information (including, but not limited to, Client size, type, specialty, configuration, annual volume of Client claims, or annual fee for service collections) is materially inaccurate, incomplete, or varies from the information actually recorded in athenaNet by at least 15%, Athena may require Client to agree to additional or alternative terms or pricing. If the Parties cannot reach mutual agreement after good faith discussion as to such alternative terms or pricing, Athena may terminate this Agreement upon 30 days Notice to Client.

(f) Client may terminate this Agreement upon 15 days Notice to Athena if any revision by Athena of a Service Description materially and adversely affects the service that it receives, provided that such Notice must be provided within 60 days after Client is first informed of such revision.

(g) Upon expiration or termination of this Agreement or any athenaNet Service, Client will immediately pay to Athena all amounts due hereunder for all services rendered through the date of termination.

Section 4. System and Service Access and Use.

(a) Access to athenaNet is provided solely to facilitate access to athenaNet Services. Client access to athenaNet is on a limited, non-exclusive, non-transferable basis only during the term of this Agreement. Client agrees that it will access athenaNet only (i) through its Authorized Users acting within the scope of their service for Client; (ii) on Athena's servers as authorized by Athena; (iii) for the internal use of Client; and (iv) from and within the United States. Client will not split patient service-related billing and billing-related office workflow between different billing systems unless Client (i) uses a different tax identification number for claims submitted through a different billing system or (ii) agrees to use Athena's mixed remittance process with respect to such claims.

(b) Client will ensure that each Authorized User will comply with this Agreement as well as Applicable Law. Client will terminate any Authorized User's access to athenaNet (i) when an Authorized User ceases to perform work on behalf of Client or (ii) if an Authorized User breaches any term of this Agreement. Client is responsible for all acts and omissions of any Authorized User in connection with that Authorized User's access and use of athenaNet. Athena reserves the right to restrict or terminate an Authorized User's access to athenaNet if Athena determines in its reasonable discretion that such access has an adverse effect on Athena, including, without limitation, with respect to Athena's business or athenaNet.

(c) Client will not (i) access or use athenaNet in connection with the provision of any services to third parties (except the provision of health services by Client to its own patients); (ii) resell, lease, encumber, copy, distribute, publish, exhibit, or transmit athenaNet to any third party; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on athenaNet or any content contained therein; (iv) use athenaNet in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output; (v) enter data in athenaNet that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in athenaNet using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; or (vii) use athenaNet Services or any part or aspect of them for any unlawful purpose or to mislead or harass anyone. Use of or access to athenaNet not in accordance with the terms of this Agreement is strictly prohibited. Athena may, in its sole discretion, limit or suspend permission to access or use athenaNet immediately, if the terms of

this Section 4 are violated. Client agrees that such violation would cause Athena irreparable and immediate harm and that Athena is entitled to injunctive relief to prevent such violation.

Section 5. Confidential Information.
Each Party will take reasonable steps and exercise reasonable care to hold any Confidential Information in confidence and not use it or disclose it to any other person or entity, except (i) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (ii) as agreed in writing by the other Party; (iii) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure); or (iv) as required by law. The Parties will also comply with the terms set forth in Exhibit A hereto.

Section 6. Usage and Ownership.
Except for the right to use athenaNet Services subject to the terms and conditions contained herein, this Agreement does not confer on Client a license in, ownership of, or interest in athenaNet Services. Athena developed athenaNet exclusively at its private expense. Client agrees that athenaNet, athenaNet Services, and all right, title, and interest in and to any aspect of them and all edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to them are and will remain the exclusive property of Athena. Athena will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations, or proposals of Client with respect to athenaNet Services in any manner and in any media.

Section 7. Compliance.

(a) Each Party will comply with Applicable Law.

(b) The Parties acknowledge and agree that (i) any fees charged or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Athena, Client, or any third party and (ii) they will not enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Athena, Client, or any third party.

(c) The Parties will each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties will cooperate with each other to provide accurate and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client billing or Client's provision of, or referrals related to, health services for its patients.

(d) Client warrants to Athena on a continuing basis throughout the term of this Agreement that Client will not bill or claim payment in any form, directly or indirectly, from any government health care program or other third-party payer for the cost of any athenaNet Services, including, without limitation, on a government cost report.

(e) No payment to or receivable of Client or any Billable Provider is assigned to Athena, and Athena is not the beneficiary of any such payment or receivable. All such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to Client or the Billable Provider and will remain the property of Client or the Billable Provider. Athena will not endorse or sign any such check or instrument. Any lockbox or other account into which Client payments or receivables are deposited will remain in the name of, and under the sole ownership and control of, Client or the Billable Provider and subject only to the instructions of Client or the Billable Provider. Athena will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Billable Provider payments or receivables from any federally funded program are deposited.

(f) Each Party warrants that neither it nor any of its personnel to its knowledge (i) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in

connection with health care or (ii) has been excluded from any federal or state health care program. Client warrants to Athena that it and its Billable Providers are, and will be, duly licensed and authorized to provide and bill for the health services they render.

(g)   Client must verify the accuracy, completeness, and appropriateness of all information entered into or selected in athenaNet, including information from the Third Party Items, before such information is utilized. Client acknowledges and agrees that the professional duty to treat the patient lies solely with Client, and use of information contained in or entered into athenaNet or provided through athenaNet Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use athenaNet Services, including responsibility for personal injury or loss of life. Client represents and warrants to Athena that (i) all data it provides to Athena or that it selects in athenaNet, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Athena is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Athena is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, athenaNet. Use of and access to athenaNet Services, including, but not limited to, clinical information in athenaNet, is at the sole risk and responsibility of Client and any practitioner or health care provider or facility using data provided by Athena as part of athenaNet Services. Athena shall not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

Section 8. Warranties and Limitations.

(a)   Athena warrants to Client that, to Athena's knowledge, athenaNet Functionality, when used properly and as expressly authorized by Athena, does not infringe any valid patent, registered copyright, or other registered intellectual property right under laws of the United States, provided that Athena makes no warranty to the extent that such infringement results from (i) use or access of athenaNet by Client in combination with any data, software, or equipment provided by Client or any third party that could have been avoided by use or access of athenaNet without such data, software, or equipment or (ii) any breach of any agreement by, or any negligent or other wrongful act or omission of, Client or any party acting on behalf of Client.

(b)   Except as otherwise expressly provided herein, Athena undertakes no obligation to provide error-free or fault-free items or services, and athenaNet Services are provided "as is" with all faults and defects. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ATHENA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, OR USAGE IN TRADE.

(c)   No claim against Athena of any kind under any circumstances will be filed more than one year after Client knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of Athena that would give rise to such claim.

(d)   The remedy of a credit with respect to any "Minimum Service Commitment" described in the applicable Service Description will be the sole and exclusive remedy for the acts or omissions of Athena relating to the performance of that Minimum Service Commitment. Notwithstanding any provision in this Agreement to the contrary, the

combined aggregate credit remedy with respect to all Minimum Service Commitments on account of any month is limited to a maximum of 20% of the monthly service fee for that month.

(e)   Athena's cumulative, aggregate liability in connection with or arising in any way or in any degree from this Agreement, from athenaNet Services, or otherwise from the acts or omissions of Athena under any and all legal theories will not exceed the lesser of (i) $500,000 or (ii) the total amount paid by Client to Athena in the 12 months before such claim arose. If damages are measured by the cost of medical services provided or the dollar value of claims submitted, Athena's liability for such damages will not exceed the service fees attributable to such services or claims. Athena will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any claim, statement, or transaction that it believes in good faith contains inaccurate, misleading, or otherwise improper information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ATHENA WILL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; LOST PROFITS OR BUSINESS OPPORTUNITIES; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. Client hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

Section 9. Sublicensed Intellectual Property. As applicable in connection with athenaNet Services, Athena hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, and royalty-free sublicense to the Third Party Items subject to the Third Party Terms. Athena reserves the right to modify the Third Party Terms in the event Athena adds or replaces Third Party Items or as required in connection with changes to the third party license agreements for the Third Party Items. Athena agrees to use commercially reasonable efforts to post the current Third Party Terms on athenaNet and notify Client through an alert on athenaNet when Athena has posted revised Third Party Terms. The Third Party Items will not be deemed part of athenaNet, athenaNet Content, athenaNet Functionality, or athenaNet Services. All sublicenses granted hereunder are solely for Client's use in connection with athenaNet Services and will terminate on the earlier of expiration or termination of (i) this Agreement or (ii) the applicable agreement between Athena and the licensor of the Third Party Items.

Section 10. Force Majeure. No failure, delay, or default in performance of any obligation under this Agreement (other than payment obligations) will constitute a breach of this Agreement if it is caused by strike, fire, shortage of materials, act of a public authority, civil disorder, riot, vandalism, war, severe weather, natural disaster or other act of god; terrorism; or other cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

Section 11. Mediation. The Parties agree to submit all claims or controversies arising out of or relating to this Agreement to mediation in Boston, Massachusetts, in accordance with the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Mediation. Either Party may initiate such mediation by providing Notice to the other Party of demand for mediation and notifying the AHLA Alternative Dispute Resolution Service. The Parties will equally share the costs of the mediation. If the dispute is not resolved by mediation, the Party seeking relief will have the right to pursue all remedies available at law. Notwithstanding the foregoing, either Party may (i) terminate this Agreement according to its terms or (ii) seek injunctive relief to prevent irreparable and immediate harm.

Section 12. Choice of Law; Forum. This Agreement will be governed by the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed wholly within Massachusetts, without regard to its conflicts of laws principles. The Federal District Court for the District of Massachusetts or the business litigation section of the state superior court of

Massachusetts will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes.

Section 13. Notice. Notice under this Agreement will mean written notification addressed to the individual signing this Agreement at the address listed above that is (i) delivered by hand; (ii) sent by traceable nationwide parcel delivery service, overnight or next business day service; or (iii) sent by certified United States mail. Properly mailed Notice will be deemed given 3 days after the date of mailing, and other Notice will be deemed made when received. A Party may change its address for notice purposes by providing Notice of such change to the other Party.

Section 14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties relating to athenaNet Services and supersedes all prior agreements, understandings, and representations relating to athenaNet Services. No change in this Agreement will be effective or binding unless signed by Client and a duly authorized officer of Athena. Neither Party will assign this Agreement without the written consent of the other, provided that either Party may assign this Agreement with no less than 90 days prior Notice as part of a corporate reorganization, consolidation, merger, change of control with respect to its outstanding stock, or sale of substantially all of its assets, and provided further that the assigning Party and the assignee will remain liable for any unperformed obligations under this Agreement arising prior to the effective date of any such transaction. This Agreement will be binding on the Parties and their successors and permitted assigns. Nothing contained in this Agreement will be construed to create a joint venture, partnership, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. In no event will either Party be liable for the debts or obligations of the other Party. Client may not advertise, market, promote, or publicize in any manner its use of and access to athenaNet Services without the express written consent of Athena in each instance. Except as explicitly set forth herein, none of the provisions of this Agreement will be for the benefit of or enforceable by any third party. Section titles are for convenience only and will not affect the meaning of this Agreement. No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy hereunder will constitute a waiver. In connection with athenaNet Services, a copy of a signed document sent by PDF or telephone fax will be deemed an original in the hands of the recipient. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. The following portions of this Agreement will survive termination and continue in force: Sections 5, 6, 8(b)-(e), 9, and 11 through 14.

ATHENAHEALTH, INC.

By: _Lara Whiteley_
Lara Whiteley (Nov 26, 2014)
Name: Lara Whiteley
Title: Director, Finan
Date: Nov 26, 2014

CLIENT

By: _Steven Petronijevic_
Steven Petronijevic (Nov 25, 2014)
Name: Steven Petronijevic
Title: President/CEO
Date: Nov 25, 2014

Auto Debit Authorization Form – Please Print Clearly

The undersigned Client ("**Client**") hereby authorizes athenahealth, Inc. ("**Athena**") to initiate debit entries to Client's account indicated below, and the financial institution named below ("**Institution**") is hereby authorized to debit such account as initiated by Athena. This authorization is for the purpose of fees periodically invoiced under the ATHENAHEALTH MASTER SERVICES AGREEMENT. Client understands that debited amounts may vary, and Client authorizes debits for the full amount due each month. This authorization will remain in full force and effect until certification that Athena has received written notification from Client of its termination and Institution has had a reasonable opportunity to act upon it. Athena may detach this form or exhibit it separately to Institution as necessary.

Financial Institution Name: Rabobank	Branch: Westridge	Address (Number, Street, City, State, and ZIP): Arroyo Grande, CA,93
Type of Account: ☐ ☑ Checking ☐ ☐ Savings	Client Tax ID Number: 770229307	Account Number: 0070112880 Routing Number: 1222384204415

Full Legal Name of Client: Family Care Medical Group, Inc

By: _Steven Petronijevic_ (President, General Partner, Treasurer, or other individual authorized according to the records of the financial institution identified above)
Steven Petronijevic (Nov 25, 2014)

Print Name and Position: Steven Petronijevic   President/CEO   Date: Nov 25, 2014

EXHIBIT A – TO ATHENAHEALTH MASTER SERVICES AGREEMENT

The terms in this Exhibit A will constitute a Business Associate Agreement under HIPAA

Article 1 - Definitions. For purposes of this Exhibit A:

(a) "**Agreement**" means the Master Services Agreement to which this Exhibit A is attached.

(b) The following terms used in this Exhibit A have the same meaning as those terms under HIPAA: Accounting of Disclosures; Breach; Business Associate; Designated Record Set; HITECH Act; Individual; and Unsecured PHI.

Article 2 - Athena's Duties. Athena will:

(a) not use or disclose Client PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of Client under the Agreement; or (iii) as incidental under HIPAA to another permitted use or disclosure;

(b) use reasonable and appropriate safeguards to prevent use or disclosure of Client PHI other than as provided in the Agreement;

(c) implement administrative, physical, and technical standards in accordance with the Security Rule to protect the confidentiality, integrity, and availability of Client PHI in electronic form ("**EPHI**");

(d) mitigate, to the extent practicable, any harmful effect of a use or disclosure of Client PHI by Athena that is known to Athena to violate the requirements of the Agreement;

(e) limit its request for Client PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and uses and disclosures of, Client PHI in accordance with 45 C.F.R. 502(b)(1);

(f) report to Client as soon as practicable and as required by HIPAA and the HITECH Act any known use or disclosure of Client PHI by Athena not as provided by the Agreement and any "Security Incident" with respect to Client EPHI as defined in the Security Rule. Additionally, Athena will notify Client of any Breach of Unsecured PHI, and such notification shall be made without unreasonable delay following the date of discovery to enable Client to comply with the Breach disclosure requirements under the HITECH Act. Athena shall include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by Athena to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Athena that Client is required to include in its notice to affected Individuals. The reporting requirement set forth hereunder shall include, without limitation, disclosures that Athena is aware of that would need to be included in Client's Accounting of Disclosures under HIPAA and/or HITECH Act, provided that Athena is required by HIPAA and the HITECH Act as a Business Associate of Client to include such disclosures;

(g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Client PHI on behalf of Athena to agree in writing to substantially the same restrictions and conditions with respect to Client PHI and Client EPHI that apply through this Exhibit A to Athena with respect to such PHI;

(h) at the request of Client, provide access to Client PHI in a Designated Record Set to Client or, as properly directed by Client, to an Individual in order to meet the requirements under 45 C.F.R. §164.524;

(i) at the request of Client, make any amendment to Client PHI in a Designated Record Set that Client properly directs or agrees to pursuant to 45 C.F.R. §164.526;

(j) make its internal practices, books, and records relating to the use and disclosure of Client PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Client's compliance with HIPAA requirements;

(k) document such disclosures of Client PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an Accounting of Disclosures of it in accordance with 45 C.F.R. §164.528;

(l) provide to Client information collected in accordance with this Article 2 to permit Client to respond to an appropriate request for an Accounting of Disclosures of Client PHI in accordance with 45 C.F.R. §164.528; and

(m) to the extent that Athena is to carry out any Client obligation(s) under subpart E of 45 C.F.R. Part 164, comply with the requirements of subpart E of 45 C.F.R. Part 164 that apply to Client in the performance of such obligation(s).

Article 3 - Client's Duties. Client will:

(a) not request, direct, or cause Athena to use or disclose PHI unless the use or disclosure is in compliance with applicable law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such use or disclosure;

(b) notify Athena of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Athena's use or disclosure of Client PHI;

(c) notify Athena of any changes in, or revocation of permission by, an Individual to use or disclose Client PHI, to the extent that such changes may affect Athena's use or disclosure of Client PHI; and

(d) notify Athena of any restriction on the use or disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Athena's use or disclosure of Client PHI.

Article 4 - Business Associate Permitted Purposes. Athena's use and disclosure of Client PHI is permitted for the following purposes:

(a) to provide athenaNet Services (including, but not limited to, receipt from and disclosure to payers, patients, vendors, and others in order to provide athenaNet Services);

(b) for "payment," "healthcare operations," and "treatment" as defined in HIPAA regulations (including, without limitation, testing and set up of electronic linkages for "payment" transactions);

(c) as expressly permitted in the Agreement;

(d) as required by law;

(e) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B);

(f) for the proper management and administration of Athena, including, without limitation, making and maintaining reasonable business records of transactions in which Athena has participated or athenaNet has been used (including back-up documentation); and

(g) to de-identify Client PHI and use such de-identified information in accordance with 45 C.F.R. §164.514(b).

To the extent Athena uses or discloses Client PHI for the purposes set forth in Article 4(f) or to carry out Athena's legal responsibilities, Athena will ensure that (i) such disclosures are required by Applicable Law or (ii) Athena obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Athena of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements of this Exhibit A.

Article 5 - Business Associate Termination. Upon termination of the Agreement, Athena will return, destroy, or continue to extend protections to and limit the use and disclosure of Client PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J), provided that the Parties agree that it is not feas ble in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Athena to return or destroy its business records and transaction databases, including, but not limited to, records and databases of transactions for which Client has used athenaNet or in which Athena has engaged on behalf of Client or records and databases that reflect the use of athenaNet and information that Client or Athena has entered in athenaNet in the course of the Agreement to enable or perform athenaNet Services.

Article 6 - Business Associate Default. Any material default by Athena of its obligations under Articles 2 through 4 will be deemed a default of a material provision of the Agreement, and, if cure of such default and termination of the Agreement are not feasible, Client may report the default to the U.S. Secretary of Health and Human Services.

Article 7 - Athena Business Records. Subject to the other requirements and limitations of this Exhibit A, the business records of Athena and all other records, electronic or otherwise, created or maintained by Athena in performance of the Agreement will be and remain the property of Athena, even though they may reflect or contain Client PHI, Confidential Business Information of Client, or other information concerning or provided by Client. All de-identified information created by Athena in compliance with the Agreement will belong exclusively to Athena, provided that Client will not hereby be prevented from itself creating and using its own de-identified information.

Amendment to Athenahealth Master Services Agreement

This Amendment to Athenahealth Master Services Agreement (this "Amendment") is entered into by and between athenahealth, Inc. a Delaware corporation with a place of business at 311 Arsenal Street, Watertown, MA 02472 ("Athena") and the client set forth on the signature page below ("Client") (Athena and the Client collectively referred to as the "Parties").

WHEREAS, the Parties are entering into or have entered into an Athenahealth Master Services Agreement (the "Agreement") and desire to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.
2. <u>HITECH Guarantee.</u>
    a) <u>Defined Terms.</u> All defined terms used in this section shall have the meanings assigned to them in the Agreement unless otherwise defined herein:
        (i) "**Certified EHR Technology**" has the meaning assigned to such term in Section 4101(a) of the Health Information Technology for Economic and Clinical Health Act and implementing regulations ("HITECH").
        (ii) "**CMS**" means the Centers for Medicare and Medicaid Systems.
        (iii) "**Eligible Professionals**" means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor.
        (iv) "**Medicare Incentive Payments**" shall mean incentive payments made under the Medicare EHR Incentive Program.
    b) Notwithstanding the provisions contained in the Agreement, and subject to the terms, conditions, and limitations set forth in the Agreement and this Amendment, Athena will ensure the following:
        i. the athenaClinicals Service will qualify as Certified EHR Technology;
        ii. the athenaClinicals Service will include claim submission, surveying, or reporting features and functionality, or features supporting other demonstration methods required by HITECH, which, when used with appropriate information provided by Client, will enable Client to demonstrate that its Eligible Professionals are "meaningful users" of Certified EHR Technology under HITECH; and
        iii. as a result of the foregoing, each Eligible Professional that is in pursuit of Medicare Incentive Payments and has not yet been approved for, or is not already in receipt of Medicaid or Medicare Incentive Payments for the 2014 reporting period but that uses athenaClinicals in compliance with HITECH Incentive Payment requirements, will receive the portion of the Medicare Incentive Payments they are due for covered professional services for the 2014

reporting period, provided that in each case, they submitted for such Medicare Incentive Payments through Athena.

c) If the conditions in paragraph 2(b) are not met, and as a result thereof any eligible practitioner of Client does not receive the portion of the Medicare Incentive Payments they are properly due for the 2014 reporting period, then beginning with the month following the date that CMS informs Client in writing that it will not make such Incentive Payments to Client with respect to such practitioner, for the applicable Medicare Incentive Payment, Athena will provide a monthly service credit to Client for a period of time (the "Credit Period") equal to the shorter of (i) six months, or (ii) up to the date that Medicare Incentive Payments are made or resume with respect to Client eligible practitioners as a result of the conditions in paragraph 2 being satisfied. The Credit Period shall occur no more than once per Eligible Professional, and shall begin upon the first written notice by CMS that CMS will not make such Incentive Payments to Client. The amount of the monthly service credit shall equal the athenaClinicals and athenaCommunicator monthly service fee that is due to Athena with respect to each of Client's qualifying Eligible Professionals who do not receive the applicable Medicare Incentive Payment during such month due to the non-satisfaction of the conditions in paragraph 2 of this Amendment. In each case, the amount of such monthly service credit shall not exceed Client's athenaClinicals and athenaCommunicator monthly Service Fee with respect to any such month, nor shall it exceed the value of the applicable Medicare Incentive Payment that each Eligible Professional would have received if such Payments had been approved.

d) For each Medicare Incentive Payment, Client's receipt of the credit set forth in paragraph 2(c) above is contingent upon the following:

  i.   Client's execution of this Amendment.

  ii. 2014 is the first year in which Client and its Eligible Professionals utilize the athenaClinicals Service to attest to receive the Medicare Incentive Payments.

  iii. Client and its Eligible Professionals shall meet all requirements applicable to a practice in the athenaClinicals Service Description, including without limitation proper use of athenaClinicals, Client's appropriate data capture and input of required data, and technical and other requirements.

  iv. Client and its Eligible Professionals shall meet all requirements for participation in the HITECH Medicare incentive program that are imposed by HITECH, including but not limited to the following requirements:

      a) Comply with all privacy and security and other compliance requirements required by HITECH;

      b) Conduct or review a security risk analysis in accordance with the requirements under 45 CFR 164.308(a)(1) and implement security updates as necessary and correct identified security deficiencies as part of its risk management process;

      c) Meeting any and all other requirements of CMS as such requirements are updated from time to time and stated at its website address of: https://www.cms.gov.

  v.   Client's responding in a timely fashion to additional requests from Athena as required for administration of this program.

vi. Client shall be responsible for obtaining and entering into athenaNet all clinical and demographic information, and will not track any such information through any manual or third party system without ensuring that such information is also entered into athenaNet.

vii. Client shall be responsible for meeting any clinical quality or outcomes criteria and patient outreach criteria, required by HITECH to receive Medicare Incentive Payments.

e) The warranty contained in this Amendment applies only to physicians who meet HITECH eligibility criteria, work exclusively for the Client, and who work in a medical specialty currently supported by athenaClinicals and that is listed under the column entitled "Subspecialty Certificates" on Addendum A attached hereto.

f) This Amendment is effective only:

i. For a Client attesting for Stage 1 Medicare Incentive Payments in 2014 (i) if Client is live on athenaClinicals no later than June 30, 2014 and only to physicians who are live on athenaClinicals as of that date, (ii) Client's reporting period for the applicable Medicare Incentive Payment begins no later than October 3, 2014; and (iii) Client is live on athenaClinicals during the applicable reporting period; or

ii. For a Client attesting for Stage 2 Medicare Incentive Payments in 2014 (i) if Client is live on athenaClinicals, athenaCommunicator and athenaCollector no later than June 30, 2014 and only to physicians who are live on athenaClinicals, athenaCommunicator and athenaCollector as of that date; (ii) Client's reporting period for the applicable Medicare Incentive Payment begins no later than October 3, 2014; and (iii) Client is live on athenaClinicals, athenaCollector and athenaCommunicator during the applicable reporting period.

iii. In each case, this guarantee applies only to Medicare Incentive Payments that are tied to the 2014 reporting period.

3. If requested by the federal Department of Health and Human Services or a state health care agency, Client will cooperate fully to provide to such agency information regarding the terms of this Amendment.

4. Except as expressly amended or modified herein, the terms of the Agreement remain in full force and effect. To the extent of any conflict between the terms of this Amendment and those of the Agreement in effect immediately prior to amendment hereby, the terms of this Amendment shall control. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement between the Parties.

IN WITNESS HEREOF, the Parties hereto have executed this amendment as a sealed instrument to be effective as of the date executed by Athena.

ATHENAHEALTH, INC.   **Family Care Medical Group, Inc**

By: *Lara Whiteley*   By: *Steven Petronijevic*
Lara Whiteley (Nov 26, 2014)   Steven Petronijevic (Nov 25, 2014)

Name: Lara Whiteley   Name: Steven Petronijevic

Title: Director, Finan   Title: President/CEO

Date: Nov 26, 2014   Date: Nov 25, 2014

Certifying Medical Board(s)	Subspecialty Certificates
Family Medicine	Family Medicine-General
Internal Medicine	Internal Medicine-General
Internal Medicine	Cardiovascular Disease
Internal Medicine	Clinical Cardiac Electrophysiology
Internal Medicine	Interventional Cardiology
Internal Medicine, Family Medicine, Pediatrics	Adolescent Medicine
Internal Medicine, Physical Medicine and Rehabilitation, Orthopaedics, Family Medicine	Sports Medicine
Neurology	Neurology-General
Obstetrics & Gynecology	Ob/Gyn-General
Orthopedic Surgery	Orthopaedic Surgery-General
Orthopedic Surgery, Surgery, Plastic Surgery	Surgery of the Hand
Otolaryngology	Otolaryngology (ENT)-General
Otolaryngology	Pediatric Otolaryngology (ENT)
Pediatrics	Pediatrics-General
Colon and Rectal Surgery	Colon and Rectal Surgery
Dermatology	Dermatology-General
Dermatology	Pediatric Dermatology
Internal Medicine	Gastroenterology
Internal Medicine	Pulmonary Disease
Internal Medicine	Rheumatology
Internal Medicine, Family Medicine	Geriatric Medicine
Neurological Surgery	Neurological Surgery
Neurology	Clinical Neurophysiology
Neurology	Neurodevelopmental Disabilities
Neurology	Neuromuscular Medicine
Neurology	Vascular Neurology
Neurology with Special	Neurology-Child Neurology

Qualifications in Child Neurology	
Non MD Specialties	Podiatry
Non MD Specialties	DO (Doctors of Osteopathy)
Non MD Specialties	Occupational Therapy
Otolaryngology	Otology/Neurotology
Otolaryngology	Plastic Surgery Within the Head and Neck
Pediatrics	Pediatric Cardiology
Pediatrics	Pediatric Gastroenterology
Pediatrics	Pediatric Sports Medicine
Pediatrics	Child Abuse Pediatrics
Pediatrics	Developmental and Behavioral Pediatrics
Pediatrics	Pediatric Rheumatology
Physical Medicine and Rehabilitation	Pain Medicine
Physical Medicine and Rehabilitation	Pediatric Rehabilitation Medicine
Plastic Surgery	Plastic Surgery-General
Plastic Surgery	Plastic Surgery Within the Head and Neck
Surgery	Surgery-General
Surgery	Pediatric Surgery
Thoracic Surgery	Thoracic Surgery
Urology	Urology-General
Urology	Pediatric Urology
Vascular Surgery	Vascular Surgery

RIDER TO ATHENAHEALTH MASTER SERVICES AGREEMENT

Rider Number 49

This Rider is effective only as part of an executed Athenahealth Master Services Agreement (the "Agreement") that references this Rider named above. This Rider amends the terms of the Agreement and shall be effective as of the date of the Agreement.

1. <u>Defined Terms</u>. All defined terms used herein shall have the meanings assigned to them in the Agreement unless otherwise defined herein.

   (i) "Average Daily Collections" means total Collections posted in the 30 days preceding the Effective Release Date, divided by 30.

   (ii) "CMS" means the Centers for Medicare and Medicaid Services.

   (iii) "Client DAR" means the Client responsible DAR and includes only the DAR in Client's "Hold" and "Manager Hold" buckets, as reported in athenaNet.

   (iv) "DAR" means days in accounts receivable.

   (v) "ICD-10 CM" means the International Classification of Diseases, Tenth Revision, Clinical Modification only. For the avoidance of doubt, ICD-10-CM does not include the ICD-10-PCS code set related to inpatient procedure codes.

   (vi) "ICD-10 Ready" means that, as determined by Athena in its sole discretion, Athena has satisfied the following requirements as of the Effective Release Date:

      a. Athena can successfully send out both paper and electronic ICD-10 CM compliant claims to all HIPAA covered entities;

      b. Athena has incorporated the ICD-10 CM Medicare medical necessity checks into its athenahealth claims rules engine for claim submission as such Medicare medical necessity checks are made available by CMS; and

      c. Clients are able to navigate from SNOMED to ICD-10 CM diagnosis codes in athenaClinicals for the purposes of sending Orders and creating claims.

      For the avoidance of doubt, any claims being sent to non-HIPAA covered entities shall be excluded for purposed of assessing whether Athena is ICD-10 Ready.

   (vii) "Effective Release Date" means the later of (i) October 1, 2015, or (ii) the revised effective implementation date for ICD-10 released by CMS pursuant to a final rule issued after the date hereof.

   (viii) "Independent Practice" means Clients that are medical practices or physicians that (i) are not managed by management services organization and contracted with Athena through such organization, or (ii) directly or indirectly owned by a health system or hospital.

   (ix) "Overall DAR" means the DAR reported relative to Client in the "your performance" section of the PPR. For the avoidance of doubt, Overall DAR does not include claims sent to non-HIPAA covered entities.

ICD-10 Guarantee Rider

(x)   "PPR" means Athena's Practice Performance Report that analyzes each Client's performance on a monthly basis and is available on athenaNet.

(xi)   "SNOMED" means the Systemized Nomenclature of Medicine Clinical Terms.

2. <u>ICD-10 Guarantee</u>.

    a. Subject to the Agreement and this Rider, Athena guarantees that it will be ICD-10 Ready on the Effective Release Date;

    b. If Athena is not ICD-10 Ready on the Effective Release Date or any time thereafter, Athena shall notify Client and Athena shall credit Client on a prospective basis the amount of its athenaOne monthly Service Fee (the "Credit"). The Credit shall be issued on the next monthly invoice following Athena's written notice to Client regarding Athena's failure to be ICD-10 Ready is sent and shall terminate the earlier of (i) the month that Athena becomes ICD-10 Ready, or (ii) December 31, 2015.

    c. The amount of the Credit shall equal the Client's athenaOne monthly service fee that is due to Athena; provided, however, that the Credit shall not include Client's athenaCoordinator Service fees. This guarantee expires on December 31, 2015 and no Credits will be issued after December 31, 2015.

3. <u>Requirements</u>. Client's receipt of the Credit and/or the Loan (as defined herein) is contingent upon the following:

    a. Client's execution of this Amendment after June 1, 2013;

    b. Client's Go-Live date must be on or before June 30, 2015; and

    c. Client must be utilizing the athenaOne suite of services.

4. <u>Athena Loan Offer</u>.

    a. Beginning in October 2015 through December 31, 2015, if Client's applicable Overall DAR reported is more than sixty (60) days in its monthly PPR (beginning with the October PPR), a Client may be eligible for a cash advance (a "Loan") from Athena provided that: (i) Client is an Independent Practice, (ii) Client has satisfied the conditions in Section 3 of this Rider; (iii) the applicable Client DAR for the applicable month is less than seven (7) days; and (iv) Client is not in breach of the Agreement (including a breach of its payment obligations in Section 2 of the Agreement).

    b. Each Loan is limited to the amount of the Client's average daily Collections times the number of days of DAR above 60. By way of example, if an eligible Client has overall DAR reported at 66 days and Average Daily Collections of $2,500, Client would be eligible to request a Loan in the amount of $15,000.

    c. Notwithstanding the foregoing, this Loan offer is subject to the following restrictions:

        i. The total aggregate amount of Loans made by Athena to its Clients shall not exceed fifty million dollars ($50,000,000). The Loans will be made on a first come, first served basis.

        ii. In no event shall the total aggregate amount of a Loan made to a single Client exceed $50,000 for each MD and $25,000 for each mid-level provider of such Client.

    b. Based on the satisfaction of the conditions in Section 4(a) of this Rider, if Client determines that it is eligible for a Loan, it shall notify Athena to request a Loan. At that time, Client will enter into Loan documentation with Athena that sets forth the terms and conditions of such Loan from Athena to Client.

    c. Any Loan requests from Client received after December 31,2015 will be rejected by Athena.

ICD-10 Guarantee Rider

RIDER TO ATHENAHEALTH MASTER SERVICES AGREEMENT

Rider Number 52

This Rider is effective only as part of an executed Athenahealth Master Services Agreement (the "Agreement") that references this Rider named above. This Rider amends the terms of the Agreement and shall be effective as of the date of the Agreement.

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1. <u>Promotion</u>. Subject to the Agreement and this Rider, Athena shall credit Client an amount equal to $500 per physician employed by Client (the "Credit"). This one-time Credit shall be issued on the next monthly invoice following Client's Go-Live date.

2. <u>Requirements</u>.

    a. Client shall be eligible to receive the Credit if and only if Client's Go-Live Date on the applicable athenaNet Service is within thirteen (13) weeks from the date the Agreement is countersigned by Athena.

    b. Factors which may prevent a practice from going live on athenaNet in thirteen (13) weeks include, but are not limited to:

        i. Client's failure to participate in scheduled onboarding calls with Athena;

        ii. Client's failure to complete required eLearning sessions;

        iii. Client's delay in providing information requested by Athena; and

        iv. Client's requirement that Athena develop custom interfaces or a custom athenaNet configuration.