Commonwealth of Massachusetts
Center for Health Information & Analysis (CHIA)
Non-Governmental Application for Case Mix Data

This form is required by all Applicants, except Government Agencies as defined in 957 CMR 5.02. All Applicants must also complete the Data Management Plan, attached to this Application. The Application and the Data Management Plan must be signed by an authorized signatory of the organization. This Application and the Data Management Plan will be used by CHIA to determine if your organization may receive CHIA data. Please be sure the documents are completed fully and accurately. You may wish to consult the Evaluation Guide that CHIA will use to review your documents. Prior to receiving CHIA Data, the organization must execute the Data Use Agreement. You may wish to review that document as you complete these forms.

NOTE: *In order for your application to be processed, you must submit the required application fee. Please consult the fee schedule for the appropriate fee amount. A remittance form with instructions for submitting the application fee is available on the CHIA website.*

All attachments must be uploaded to IRBNet with your Application. All applications documents can be found on the CHIA website in Word and/or PDF format.

I. GENERAL INFORMATION

APPLICANT INFORMATION	
Applicant Name:	Kathleen F. Goodwin
Title:	Director, Decision Support Services ("DSS")
Organization:	HCA – Capital Division
Project Title:	Market need and quality comparison across the market for two providers: Portsmouth Regional Hospital and Parkland Medical Center, New Hampshire hospitals receiving Massachusetts patients.
IRBNet ID:	MNicholsHCA
Mailing Address:	7325 Beaufont Springs Dr, Suite 103 Richmond, VA 23225
Telephone Number:	804.489.5289
Email Address:	Kathleen.goodwin@hcahealthcare.com
Names of Co-Investigators:	Michele Nichols
Email Addresses of Co-Investigators:	michele.nichols@hcahealthcare.com
Original Data Request Submission Date:	3/4/2016
Dates Data Request Revised:	6/9/2016
Project Objectives (240 character limit):	The study provides benefits to the two New Hampshire providers and their employees in evaluating local market and need, and other healthcare benchmarks.
Project Research Questions (if applicable) Business Use Case(s):	1. To what extent are New Hampshire residents seeking care across state lines in MA? 2. For what services, specialities, etc.? What might be the reason? How can we better serve these patients? 3. What share of the two HCA NH Hospitals is coming from MA residents? What appears to be the drivers?

II. PUBLIC INTERST & PROJECT SUMMARY

1. Briefly explain why completing your project is in the public interest.

> Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served.
>
> DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies.
>
> Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.

2. Has an Institutional Review Board (IRB) reviewed your project?
      ☐ Yes, a copy of the approval letter and protocol must be **attached** to this Application
      ☒ No, this project is not human subject research and does not require IRB review.

3. If your project has not been reviewed by an IRB, please **attach** a brief (1-2 page) description of your project including the methodology, objectives, and research questions.
      N/A – Data analytics, not research.

III. DATA FILES REQUESTED *[Applicants seeking 2015 data only should skip to Question 2]*

1. *FY 2004 – 2014 Data*: Please indicate the Case Mix files from which you seek data, the Level(s), the year(s) of data requested, and your justification for requesting *each* file. Please refer to the Case Mix Data Specifications for details of the file contents.

CASE MIX FILES	Levels 1 – 6	Years Available 2004 - 2014
Inpatient Discharge	☐Level 1 – 3 Digit Zip Code ☐Level 2 – Unique Physician Number (UPN) + 5 Digit Zip Code ☐Level 3 – Unique Health Information Number (UHIN) ☒Level 4 – UHIN and UPN ☐Level 5 – Date(s) of Admission; Discharge; Significant Procedures ☐Level 6 – Date of Birth; Medical Record Number; Billing Number **PLEASE PROVIDE JUSTIFICATION BELOW FOR REQUESTING THE CHOSEN LEVEL:** Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served. DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies. Other issues to be addressed by using the data is to evaluate and	Year(s) of Data Requested: **Requesting:** **FY2013** **&** **FY2014**

	assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.	
Outpatient Observation	☐Level 1 – 3 Digit Zip Code ☐Level 2 – Unique Physician Number (UPN) ☐Level 3 – Unique Health Information Number (UHIN) ☐Level 4 – UHIN and UPN ☒Level 5 – Date(s) of Admission; Discharge; Significant Procedures ☐Level 6 – Date of Birth; Medical Record Number; Billing Number **PLEASE PROVIDE JUSTIFICATION BELOW FOR REQUESTING THE CHOSEN LEVEL:** Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served. DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies. Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.	Year(s) of Data Requested: **Requesting:** **FY2013** **&** **FY2014**
Emergency Department	☐Level 1 – 3 Digit Zip Code ☐Level 2 – Unique Physician Number (UPN) ☐Level 3 – Unique Health Information Number (UHIN) ☒Level 4 – UHIN and UPN ☐Level 5 – Date(s) of Admission; Discharge; Significant Procedures ☐Level 6 – Date of Birth; Medical Record Number; Billing Number **PLEASE PROVIDE JUSTIFICATION BELOW FOR REQUESTING THE CHOSEN LEVEL:** Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served. DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies. Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.	Year(s) of Data Requested: **Requesting:** **FY2013** **&** **FY2014**

2. *FY 2015 Data*: Beginning *with ficsal year 2015, Massachusetts Acute Care Hospital and Case Mix and Charge Data (collectively Case Mix Data) are released in **Limited Data Set (LDS) files**.* Please refer to the Case Mix Data Specifications for details of the file contents.

Please indicate the Case Mix files from which you seek data, the year(s) of data requested, and your justification for requesting *each* file.

CASE MIX LIMITED DATA SET FILES	Year(s) Of Data Requested Current Yrs. Available ☐ 2015
☒ **Inpatient Discharge**	**Please describe how your research objectives require Inpatient Discharge data:** Requesting: FY2015 By observation of historical use of healthcare resources, DSS is able to evaluate unmet needs as well as gluts in services. Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served. DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies. Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.
☒ **Outpatient Observation**	**Please describe how your research objectives require Outpatient Observation data:** Requesting: FY2015 By observation of historical use of healthcare resources, DSS is able to evaluate unmet needs as well as gluts in services. Quality Benchmarking: The data sets will be used to evaluate population healthcare need, and to evaluate how those patients can be better served. DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies. Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc.
☒ **Emergency Department**	**Please describe how your research objectives require Emergency Department data:** Requesting: FY2015 By observation of historical use of healthcare resources, DSS is able to evaluate unmet needs as well as gluts in services. Patterns of care in ED use are particularly important in evaluating care for the needy. Quality Benchmarking: The data sets will be used to evaluate population healthcare

| | need, and to evaluate how those patients can be better served.

DSS is charged, along with other duties, with identifying and leveraging efficiencies using its various data sources. Where need for services or gluts are observed, this may lead to increased efficiencies.

Other issues to be addressed by using the data is to evaluate and assess local needs including COPN submissions, appropriate use of resources for the improvement of quality measures and the efficacy of care. Review of issues such as patient length of stay, discharge status, typical drive-time to receive care, etc. |

Sections IV-IX must be completed by all Applicants requesting 2015 data. Applications that only include requests for prior years of data can skip to Section X.

IV. GEOGRAPHIC DETAIL
Please choose *one* of the following geographic options for MA residents:

☐ 3 Digit Zip Code (Standard)	☐ 3 Digit Zip Code & City/Municipality ***	☒ 5 Digit Zip Code ***	☐ 5 Digit Zip Code & City/Municipality ***
***Please provide justification for the chosen level of geographic detail if requesting something other than 3-Digit Zip Code only. Refer to specifics in your methodology: HCA facilities are based in New Hampshire. The level of detail requested is necessary to evaluate interstate activity and needs.			

V. DEMOGRAPHIC DETAIL
Please choose *one* of the following demographic options:

☒ Not Requested (Standard)	☐ Race & Ethnicity***
*** If requested please, provide justification for requesting Race and Ethnicity. Refer to specifics in your methodology:	

VI. DATE DETAIL
Please choose *one* option from the following options for dates:

☐ Year (YYYY)(Standard)	☒ Month (YYYYMM) ***	☐ Day (YYYYMMDD)***
***Please provide justification for the chosen level of date detail if requesting Month or Day. Refer to specifics in your methodology: Seasonality is a crucial factor in evaluating emergency level staffing.		

VII. PHYSICIAN IDENTIFICATION NUMBERS (UPN)
Please choose *one* of the following options for Provider Identifier(s):

☐ Not Requested (Standard)	☐ Hashed ID ***	☒ Board of Registration in Medicine # (BORIM) ***
***If requested please, provide justification for requesting Hashed ID or BORIM #. Refer to specifics in your methodology: Physician patterns of care cannot be evaluated without Physician ID numbers.		

VIII. HASHED UNIQUE HEALTH IDENTIFICATION NUMBER (UHIN)

Please choose *one* of the following:

☐ Not Requested (Standard)	☒ UHIN Requested ***
*** If requested please, provide justification for requesting UHIN. Refer to specifics in your methodology: UHIN is being requested to allow user to identify readmission patterns.	

IX. HASHED MOTHER'S SOCIAL SECURITY NUMBER

Please choose *one* of the following:

☒ Not Requested (Standard)	☐ Hashed Mother's SSN Requested ***
*** If requested please, provide justification for requesting Hashed Mother's SSN. Refer to specifics in your methodology:	

X. DATA LINKAGE AND FURTHER DATA ABSTRACTION

Note: Data linkage involves combining CHIA Data with other databases to create one extensive database for analysis. Data linkage is typically used to link multiple events or characteristics that refer to a single person in CHIA Data within one database.

1. Do you intend to link or merge CHIA Data to other datasets?

    ☒ Yes

    ☐ No linkage or merger with any other database will occur

2. If yes, please indicate below the types of database to which CHIA Data be linked. [Check all that apply]

    ☐ Individual Patient Level Data (e.g. disease registries, death data)

    ☐ Individual Provider Level Data (e.g., American Medical Association Physician Masterfile)

    ☒ Individual Facility Level Data level (e.g., American Hospital Association data)

    ☐ Aggregate Data (e.g., Census data)

    ☐ Other (please describe):

3. If yes, describe the data base(s) to which the CHIA Data will be linked, which CHIA data elements will be linked; and the purpose for the linkage(s):

> Our plan is to link this Massachusetts dataset with datasets received from the states of Maine and New Hampshire to provide an all-encompassing review of the New England Tri-State service area as our HCA facilities, Portsmouth Regional Hospital and Parkland Medical Center, reside very close to the borders of each state.

4. If yes, for each proposed linkage above, please describe your method or selected algorithm (e.g., deterministic or probabilistic) for linking each dataset. If you intend to develop a unique algorithm, please describe how it will link each dataset.

HCA accumulates the data from the 3 states – NH, MA and ME together into one physical table. The reason for accumulating the data into one table is to facilitate querying. A subset of the data from this table is then extracted based on the Patient Zip Code.

5. If yes, please identify the specific steps you will take to prevent the identification of individual patients in the linked dataset.

We are not linking unique patient identifiers across states. We are simply combining datasets based on zip codes with the intent to determine market need.

XI. PUBLICATION / DISSEMINATION / RE-RELEASE

1. Describe your plans to publish or otherwise disclose CHIA Data, or any data derived or extracted from such CHIA Data, in any paper, report, website, statistical tabulation, seminar, conference, or other setting. All publication of CHIA Data must comply with CHIA's cell size suppression policy, as set forth in the Data Use Agreement. Please explain how you will ensure that any publications will not display a cell less than 11, and no percentages or other mathematical fomulas will be used if they result in the display of a cell less than 11.

This data is for HCA administrative use only.

2. Do you anticipate that the results of your analysis will be published and/or publically available to any interested party? Please describe how an interested party will obtain your analysis and, if applicable, the amount of the fee, that the third party must pay.

No, this data will remain within the confines of HCA Corporation.

3. Will you use CHIA Data for consulting purposes?
   ☐ Yes
   ☒ No

4. Will you be selling standard report products using CHIA Data?
   ☐ Yes
   ☒ No

5. Will you be selling a software product using CHIA Data?
   ☐ Yes
   ☒ No

6. Will you be reselling CHIA Data in any format?
   ☐ Yes
   ☒ No

If yes, in what format will you be reselling CHIA Data (e.g., as a standalone product, incorporated with a software product, with a subscription, etc.)?

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7. If you have answered "yes" to questions 4, 5 or 6, please describe the types of products, services or studies.

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8. If you have answered "yes" to questions 4, 5, or 6, what is the fee you will charge for such products, services or studies?

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XII. APPLICANT QUALIFICATIONS

1. Describe your qualifications (and the qualifications of your co-investigators) to perform the research described.

Decision Support department employees are HCA Division employees with extensive experience in data review and analytics. All Employees have finance/accounting backgrounds and/or healthcare. Most have a graduate degree.

2. **Attach** résumés or curricula vitae of the Applicant/principal investigator, and co-investigators. (These attachments will not be posted on the internet.)

Please find the attached DSS Director and Manager resumes.

XIII. USE OF AGENTS AND/OR CONTRACTORS

Please note: by signing this Application, the Organization assumes all responsibility for the use, security and maintenance of the CHIA Data by its agents, including but not limited to contractors.

Third-Party Vendors. Provide the following information for all agents and contractors who will work with the CHIA Data.

Company Name:	Stratasan
Contact Person:	Dan Foreman
Title:	Director of Finance and Administration
Address:	1009 3rd Ave North, Suite 100 Nashville, TN 37201
Telephone Number:	866-628-5051 x709
E-mail Address:	dforeman@stratasan.com
Organization Website:	stratasan.com

1. Will the agent have access to the CHIA Data at a location other than your location, your off-site server and/or your database?

    ☒ Yes, a separate Data Management Plan must be completed by each agent who will store CHIA Data
    ☐ No

2. Describe the tasks and products assigned to this agent for this project; their qualifications for completing the tasks; and the Organization's oversight of the agent, including how the Organization will ensure the security of the CHIA Data to which the agent has access.

Stratasan will load the data into their data query tool. This query tool will allow HCA to run reports with custom built service areas and service lines. The reports help the HCA Strategic Resource Group (SRG) make better strategic and quality decisions regarding hospital operations. Stratasan may also be asked to run aggregate reports and perform analysis for HCA.

Stratasan is a healthcare data analytics firm that works with over 600 hospitals in 40 states. Their technology platform was built specifically for the healthcare industry and utilizes industry leading security measures.

HCA SRG performed a security analysis prior to engaging Stratasan. In addition, Stratasan is required to have an independent HIPAA Compliance Audit performed annually. Stratasan and HCA SRG have bi-monthly meetings to discuss the ongoing scope of work and discuss any issues pertaining to data, data security and compliance.

XIV. FEE INFORMATION
Please consult the fee schedules for Case Mix Data and select from the following options:

☐   Single Use
☐   Limited Multiple Use
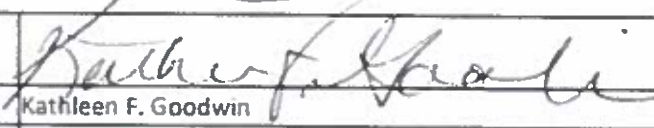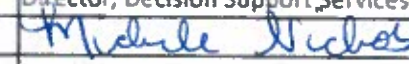☒   Multiple Use

Are you requesting a fee waiver?
☐   Yes
☒   No

If yes, please refer to the Application Fee Remittance Form and submit a letter stating the basis for your request (if required). Please refer to the fee schedule for qualifications for receiving a fee waiver. If you are requesting a waiver based on the financial hardship provision, please provide documentation of your financial situation. Please note that non-profit status alone isn't sufficient to qualify for a fee waiver.

By submitting this Application, the Data Applicant attests that it is aware of its data use, privacy and security obligations imposed by state and federal law *and* is compliant with such use, privacy and security standards. The Data Applicant further agrees and understands that it is solely responsible for any breaches or unauthorized access, disclosure or use of any CHIA Data provided in connection with an approved Application, including, but not limited to, any breach or unauthorized access, disclosure or use by its agents.

Applicants requesting data from CHIA will be provided with data following the execution of a Data Use Agreement that requires the Data Applicant to adhere to processes and procedures aimed at preventing unauthorized access, disclosure or use of data.

By my signature below, I attest to: (1) the accuracy of the information provided herein; (2) that the requested data is the minimum necessary to accomplish the purposes described herein; (3) the Data Applicant will meet the data privacy and security requirements describe in this Application and supporting documents, and will ensure that any third party with access to the data meets the data use, privacy and security requirements; and (4) my authority to bind the organization seeking CHIA Data for the purposes described herein.

Signature: (Authorized Agent)	
Printed Name :	Kathleen F. Goodwin
Title:	Director, Decision Support Services
Applicant's Signature:	
Name:	Michele Nichols
Title:	Manager, Decision Support Services
Original Data Request Submission Date:	3/4/2016
Dates Data Request Revised:	6/10/2016

Attachments. Please indicate below which documents have been attached to the Application and uploaded to IRBNet:

☐ 1. IRB approval letter or summary of project (if applicable)

☒ 2. Resumes of Applicant and co-investigators

☒ 3. Data Management Plan (for each institution that will store CHIA Data)

Personal Address:
7 Barger Drive, Lexington, VA 24450
540/464-3596 (h), kfostergoodwin@gmail.com

Professional Resume
Kathleen F. Goodwin

Education

MSHA, May 2006 (A.D. Williams scholar, 4.0 GPA), Virginia Commonwealth University, Richmond, VA

BBA (Cum Laude), 2003, Averett University, Danville, VA

Current Experience

May, 1998 – Present, HCA – The Healthcare Company

April 2007 – Current
Division Director – Decision Support/Strategic Planning, Capital Division, Richmond, VA

Reporting to the Division CFO, direct a team of decision support experts in support of 14 hospitals (17 campuses), and numerous outpatient facilities (imaging, ASCs, physician practices). Scope of responsibilities and accomplishments include:

- Cost accounting database maintenance, reconciliation to general ledger, and reporting for entire Division. Successfully saw Division through implementation of new software in 2008. Currently on HCA-wide Corporate team to evaluate next transition in costing tools to version 8.
- New project proformas, capital analysis, needs assessment, Certificate of Public Need applications. Instrumental in 2 new hospital COPN approvals in addition to successful applications for OR, imaging, bed expansions, and radiation therapy services.
- Market share trending and forecasting for identifying opportunities and threats in 4 states and 7 market areas. Built local SQL server tools for more prompt reporting and drilldown capabilities on multiple State markets.
- Service line strategies identifying market SWOT and development of new services and distribution channels for crucial service lines. Identify key opportunities for business development as part of strategic planning cycle, marrying market share information with service line reporting. Recognized leader in service line reporting and analysis by corporate leadership.
- Physician profiling and benchmarking. Member of implementation team of Advisory Board's Crimson product to support clinical integration and clinical excellence projects.
- Managed care analysis and "deep-dive" review of contract term results.
- Development of technology solutions to improve processes and provide standard reporting solutions.
- Governmental compliance and reporting (VHI, VHHA)

November, 2005-March, 2007
Manager – Decision Support Services/Strategic Planning, HCA, Richmond, VA
November, 2004-October, 2005
Sr. Decision Support Analyst, HCA, Richmond, VA
August, 2001 – October, 2004
Decision Support Analyst, HCA, Richmond, VA
May, 1998 – July, 2001
Decision Support Analyst, HCA Alleghany Regional Hospital, Low Moor, VA
Y2K Coordinator (May, 98-Jan, 2000)

1987 – 1996, Skitter Creek Coal Company, Sweet Springs, WV (Coal Mining & Trading)
Controller/Asst Administrator
- Designed, implemented and maintained computerized accounting, word processing and coal blending systems.
- Liaison with regulatory authorities.
- Managed office staff of 3. Supervised a mining crew of 15 during mining out and sealing.

1981 – 1986, Resource Development Associates, Denver, CO (Oilfield Supply)
Bookkeeper/Office Manager

Professional Affiliations and Other

President, 2011, Central Virginia Healthcare Executives Group/ACHE Affiliate
 (Vice President 2010, Treasurer, 2008 & 2009). Currently pursuing Fellow status (target date fall
 2012).
HFMA former member. Task force "Building a Better Payment System"
VHHA Community Benefits Work Group
VHI Outpatient Data Task Force

Junior Achievement instructor "Careers with a Purpose"
Meals on Wheels volunteer
Certified CASA (Court-Appointed Special Advocate), guardian-ad-litem for displaced and abused
children
Active church member and volunteer church organist

Personal Information

Married.
Former owner/operator of successful Orvis endorsed trout fishing stream/fly shop and working cattle
farm.
Hobbies include commentary on public affairs – named "Correspondent of the Day" for 4 years by
Richmond Times-Dispatch. Also published in *Wall Street Journal, Roanoke Times, Vanity Fair
Magazine, etc.*

MICHELE A. NICHOLS

11106 Corryville Rd.
Richmond, VA 23236
Cell/Home: 804.304.0339
missy8892@hotmail.com

SUMMARY

Accountant with a diverse background in Healthcare, International Manufacturing, Distribution and Consumer Banking industries. Strong Budgeting, General Ledger, Cost Accounting, Payroll, Accounts Receivable and Accounts Payable skills and Loss Savings Initiator. Self-motivated with multi-tasking, organizational, planning and analytical skills. Comfortable working in a team or individual environment. Strong computer and interpersonal skills. An effective leader that has excelled within each position.

EXPERIENCE

HCA HEALTHCARE CORPORATION – CAPITAL DIVISION   **2014 to Current**
Manager, Decision Support Services
One of four DSS Managers supporting 14 hospitals (17 campuses) and numerous outpatient facilities.

- Cost accounting database maintenance, reconciliation to general ledger and reporting for 4 of our 17 hospitals.
- New project proformas, capital analysis, needs assessment and input on Certificate of Public Need projects.
- Market share trending and forecasting to identify market opportunities. Creating maps using ESRI software to visualize trends and opportunities.
- Service line lead for the division – Oncology, Healthy Aging and Urgent Care Facilities.
- Physician profiling and benchmarking.
- Government compliance and reporting (VHI, VHHA, NHHA)

HILL PHOENIX, REFRIGERATION - CASE DIVISION, Colonial Heights, VA   **2009 to 2014**
Senior Accountant
One of four Senior Accountants working in a manufacturing and distribution center with diverse responsibilities including (but not limited to) month-end close process in less than 4 days with a 98% estimate expected on day 2, the accrual and payment of Salesmen Commissions and Targets, Contributor and Administrator of the Annual Dealer Volume Rebate Program for 5 Divisions across the United States, and Quarterly Physical Inventory Finance Contact.

- Compiled data from five core operational divisions, calculated and processed the payment of Dealer and Vendor Rebates for Hill Phoenix during a transition from 5 dealers to over 68 with a plan in excess of $65M dollars in annual sales and rebates of nearly $2M.
- Coordinator and contributor of the Annual Sarbanes-Oxley (SOX) Review and Audit with an outside audit group.
- Assisted the Human Resource Department with the reporting and payment of monthly insurance premiums for a newly acquired division. Our HR was nearly six months behind in the calculations/payments of insurance premiums and in the course of a week (working with Prudential representatives) I was able to create a working file that calculates the monthly premiums due to Prudential and trained the HR personnel on its on-going monthly usage.
- Creator and administrator for the intra-company Sharepoint site for the Case Division Finance Department.

PROCTER & GAMBLE (formerly, Wella Manufacturing) Richmond, VA   **2002 to 2009**
Financial Analyst
Primary manufacturing and distribution center accounting representative for up to six sites across the United States and reporting daily and monthly results to an international organization. Oversaw peak world wide net sales of $124mm/year and physical inventory of $91mm/year. Supported the business focus of achieving results that came in under-budget or on-target and explained variances. Administered a Fixed Asset Ledger of $53mm peak acquisition value with a yearly capital spend of $1mm/year on newly acquired projects/assets.

- Assisted in the reorganization of financial work processes from primary ownership by Wella Corporation (Germany) to Procter and Gamble (Cincinnati, OH). Maintained strong connections with both companies to be sure that everyone had complete financial insight into our organization.
- Integral member of the Loss Savings Analysis Team, culminating in a savings of $3.6mm for fiscal year 08 ($1.6mm more than goal for the year).

- As of Jan-09, as the Richmond VA Distribution Center was shutdown and operations were relocated to Maryland, I continued to be a primary financial resource within the organization while working from a home office and overseeing the shutdown/changeover of the remaining sites.
- Twice awarded the P&G Power of You Award in 2008. "Led efficient firm process for the Richmond DC". And, "Led Recovery of $200m in losses despite site shutdown".

SWEDISH MATCH, North America Division, Richmond, VA   **2000 to 2002**
Senior Financial Planning Analyst
Responsible for the development and interpretation of financial budgets and monthly forecasts by legal/operating structure and product category and provided monthly actual volume and sales figures. Served as the Hyperion Reporting System local administrator with corporate headquarters in Sweden.

- Improved the budgeting process to a position that a Full Time Budget Analyst was no longer necessary by implementing an Access database and reporting tool utilizing both actual monthly figures and budgeting for all categories and brands, by regions.
- Cross-trained all departments involved in the planning and preparation of budgets and forecasts.

NUCENTRIX BROADBAND NETWORKS, INC. (formerly, Heartland Wireless Corporation)
Plano, TX   **1999 to 2000**
Senior Operations Accountant
Prepared annual and monthly management discussions and variance analysis related to the corporate income statement and oversaw the production of 58 market financials.

- Improved productivity of the department by cross-training personnel on the implementation of an automated monthly revenue posting process.
- Completed a department-wide knowledge capture by documenting daily and monthly processes.
- Hired and supervised 3 internal employees, and 1 external contractor, for both the Video and Internet operations.

TOKHEIM CORPORATION (formerly, Schlumberger Technologies - Retail Petroleum Systems Division)
1994 to 1999

Cost Accountant, Bonham, TX, 1997 to 1999
Senior Accountant, Chesapeake, VA, 1994 to 1997
Accurately tracked, reported and analyzed inventory levels, including coordinating and conducting yearly plant physicals at a major manufacturing facility. Prepared cost estimates for all products coming into, and out of, the facility. Billed major oil corporation maintenance contracts and recognized deferred revenue on prepaid contracts. Requested and analyzed Dunn and Bradstreet financials.

- Accounting rep to the reorganization committee on Internal Engineering Change Order Process.
- Assisted both the Internal and External Auditors during the sale of the Schlumberger Retail Petroleum Systems Division to Tokheim Corporation in Fort Wayne, Indiana.

BANK OF AMERICA, Norfolk, VA (formerly, NationsBank)   **1992 to 1994**
Assistant Supervisor/Project Analyst, 1993 to 1994
Lead Collector, 1992 to 1993

EDUCATION

Bachelor of Science in Business Administration, Accounting, OLD DOMINION UNIVERSITY, Norfolk, VA
Life Member, Alpha Kappa Psi - Professional Business Fraternity

Business Associate Agreement

HCA – Information Technology & Services, Inc. ("**IT&S**") and the entity identified in the text box below on behalf of itself and any of its affiliates and subsidiaries providing services to IT&S or its clients (collectively "**Subcontractor**") agree to the following terms (the "**Agreement**"). IT&S and Subcontractor each are referred to as a "**Party**" and collectively as the "**Parties**". Capitalized terms contained in the text box below ("**Text Box**") shall have the meaning specified in the Text Box. This Agreement shall commence on the **Effective Date**, as set forth in the Text Box. If no Effective Date is set forth in the Text Box, the Effective Date shall occur when this Agreement has been signed by both Parties.

Effective Date:	07/01/2014
Legal Name:	Stratasan, LLC
d/b/a:	Stratasan
Address:	1009 3rd Ave North, Suite 100
City, State, Zip:	Nashville, TN 37201
Contact Name and Title:	Dan Foreman, Director of Finance and Admin
Phone Number:	615-509-0839
Fax Number:	615-208-9657
Email:	dforeman@stratasan.com
State of Incorporation:	TN
Authorized Signer's Name and Title:	Jason Moore, COO
Authorized Signer's Email:	Jason@stratasan.com
Authorized Signer's Phone Number:	615-585-9119

WHEREAS, many IT&S clients (hereinafter "**Clients**") own, operate, manage, perform services for, or otherwise are affiliated with, or are themselves, covered entities ("**Covered Entities**") as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the "**Privacy Standards**") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), thereby resulting in IT&S being considered a Business Associate of its Clients;

WHEREAS, pursuant to HIPAA and HITECH the U.S. Department of Health & Human Services ("**HHS**") promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the "**Security Standards**") requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including electronic protected health information ("**EPHI**");

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," as such may be revised or amended by HHS from time to time;

WHEREAS, in connection with Subcontractor's performance under its agreement(s) and/or other documented arrangements between Subcontractor and IT&S, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively "**Business Arrangements**"), Subcontractor may provide services for or on behalf of IT&S and/or Clients that

require Subcontractor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Subcontractor and IT&S desire that Subcontractor obtain access to PHI and EPHI in accordance with the terms specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1.   **Business Associate Obligations**.

In accordance with this Agreement and the Business Arrangements, Subcontractor may use, disclose, access, create, maintain, transmit and/or receive on behalf of IT&S and/or Clients health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. Subcontractor acknowledges and agrees it meets the definition of a **"business associate"** at 45 C.F.R. §160.103. All capitalized terms not otherwise defined in this Agreement or in the Text Box shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the "**Confidentiality Requirements**"). All references to PHI herein shall be construed to include EPHI. PHI shall mean any and all PHI that Subcontractor (or its Agents, as defined in Section 3.2) uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of IT&S and/or Clients pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes "**Genetic Information**" as set forth at 45 C.F.R. §160.103. To the extent the Subcontractor is to carry out an obligation of IT&S and/or Client under the Confidentiality Requirements, the Subcontractor shall comply with the provision(s) of the Confidentiality Requirements that would apply to IT&S and/or Client (as applicable) in the performance of such obligation(s).

2.   **Use of PHI**.

Except as otherwise Required By Law, Subcontractor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Subcontractor agrees not to use (or permit the use) of PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by IT&S or Client in the same manner. Furthermore, Subcontractor shall use PHI: (i) solely for the benefit of IT&S and/or Client and only for the purpose of performing services for or on behalf of IT&S and/or Client as such services are defined in the Business Arrangements; and (ii) as necessary for the proper management and administration of Subcontractor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law. IT&S and each Client shall retain all rights in the PHI not granted herein. Except as necessary to perform services for IT&S and Clients under the Business Arrangements, Subcontractor may not de-identify PHI or other identifiable data without the express written authorization of IT&S, the applicable Client(s). All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically, 45 C.F.R. §164.514(b).

3.   **Disclosure of PHI**.

3.1   Subject to any limitations in this Agreement, Subcontractor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Subcontractor agrees not to disclose (or permit the disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by IT&S and/or Client in the same manner. Further, Subcontractor may disclose PHI for the proper management and administration of Subcontractor; provided that: (i) such disclosures are required by law; or (ii) Subcontractor: (a) obtains reasonable

assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) requires the third party to agree to immediately notify IT&S of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Subcontractor shall report to IT&S any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Subcontractor becoming aware of such use or disclosure and, if known to Subcontractor, Subcontractor shall identify in writing for IT&S the Clients impacted by and scope of impact of such use or disclosure (e.g., Clients from which the PHI that was subject to the disclosure and/or databases, instances, etc. impacted by the disclosure).

3.2   If Subcontractor uses or contracts with any agent, including a subcontractor (collectively, "**Vendor Subcontractors**") that uses, discloses, creates, accesses, receives, maintains or transmits PHI on behalf of the Subcontractor, Subcontractor shall require its Vendor Subcontractors to agree in writing to the same restrictions and conditions that apply to Subcontractor under this Agreement; specifically, Subcontractor agrees to enter into business associate agreements with its Vendor Subcontractors that meet the requirements of the Confidentiality Requirements, including but not limited to 45 C.F.R. §§164.314, 164.410, 164.502 and 164.504(e). In addition to Subcontractor's obligations under **Section 9**, Subcontractor agrees to mitigate, to the extent practical and unless otherwise requested by IT&S in writing, any harmful effect that is known to Subcontractor and is the result of a use or disclosure of PHI by Subcontractor or any of its Vendor Subcontractors in violation of this Agreement. Additionally, Subcontractor shall ensure that all disclosures of PHI by Subcontractor and its Vendor Subcontractors comply with the principle of "**minimum necessary use and disclosure**," (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4.   Individual Rights Regarding Designated Record Sets.

If Subcontractor maintains a Designated Record Set on behalf of IT&S or Client, Subcontractor shall: (i) provide access to and permit inspection and copying of PHI by IT&S, as required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Subcontractor as requested by IT&S. Subcontractor shall respond to any request from IT&S for access by an Individual within five (5) business days of such request and shall make any amendment requested by IT&S within ten (10) business days of such request. Any information requested under this **Section 4** shall be provided in the form or format requested, if it is readily producible in such form or format. Subcontractor may charge a reasonable fee based upon Subcontractor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Subcontractor shall notify IT&S within five (5) business days of receipt of any request for access or amendment by an Individual. IT&S, not Subcontractor, shall determine whether to grant or deny any access to or amendment of PHI requested by an Individual. Subcontractor shall have a process in place for receiving requests for amendments and for appending such requests to the Designated Record Set when requested by IT&S.

5.   Accounting of Disclosures.

Subcontractor shall make available, within twenty (20) business days of a request by IT&S for information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without

cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Subcontractor may charge a reasonable fee based upon Subcontractor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Subcontractor informs Client and Client informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive the expiration or termination of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an Individual's specific authorization regarding the use of his or her PHI, and: (i) the Individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Subcontractor agrees, if it has received notice from IT&S or otherwise regarding such revocation or invalidity, to cease the use and disclosure of any such Individual's PHI except to the extent Subcontractor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Subcontractor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Subcontractor and IT&S with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents. Except to the extent prohibited by law, Subcontractor agrees to notify IT&S immediately upon receipt by Subcontractor of any and all requests by or on behalf of any and all federal, state, and local government authorities served upon Subcontractor requesting PHI or investigating compliance with the Confidentiality Requirements.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Subcontractor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Subcontractor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Subcontractor will use commercially reasonable efforts to ensure that the technology safeguards used by Subcontractor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Subcontractor will promptly report to IT&S any Security Incident of which it becomes aware; provided, however, that IT&S acknowledges and shall be deemed to have received notice from Subcontractor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Subcontractor; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of IT&S, Subcontractor shall identify: the date of the Security Incident, the scope of the Security Incident, Subcontractor's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9.   **Data Breach Notification and Mitigation**.

9.1   HIPAA Data Breach Notification and Mitigation. Subcontractor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 ("**HIPAA Breach**"). The Parties acknowledge that 45 C.F.R. §§164.404 and 164.410, as described below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Subcontractor will notify IT&S immediately and in no event later than five (5) business days after Subcontractor discovers such HIPAA Breach unless Subcontractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.   If known to Subcontractor, Subcontractor shall identify in writing for IT&S the Clients impacted by and scope of impact of a HIPAA Breach (e.g., Clients from which the PHI that was subject to the HIPAA Breach originated and/or databases, instances, etc. impacted by the HIPAA Breach) no later than five (5) business days following a HIPAA Breach. For purposes of reporting a HIPAA Breach to IT&S, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Subcontractor, or, by exercising reasonable diligence would have been known to Subcontractor. Subcontractor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Subcontractor. No later than seven (7) business days following a HIPAA Breach, Subcontractor shall provide IT&S with sufficient information to permit IT&S to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Additionally, if the following information is known to (or can be reasonably obtained by) Subcontractor, Subcontractor will provide IT&S with: (i) contact information for Individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what Subcontractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the Individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that IT&S and Clients may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Subcontractor will have a continuing duty to inform IT&S of new information learned by Subcontractor regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v) above. This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

9.2   Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of **Section 9.1**, Subcontractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as "**Individually Identifiable Information**") that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a "**State Breach**") to notify the individuals who are the subject of the information. Subcontractor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Subcontractor shall promptly: (i) notify IT&S within five (5) business days of such State Breach; (ii) if known to Subcontractor, identify in writing for IT&S the Clients impacted by and scope of impact of any State Breach (e.g., Clients from which the Individually Identifiable Information that was subject to a State Breach originated and/or databases, instances, etc. impacted by the State Breach) no later than five (5) business days following such State Breach; (iii) cooperate and assist IT&S and Clients with any investigation into any State Breach or alleged State

Breach; (iv) cooperate and assist IT&S and Clients with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (v) cooperate with IT&S and Clients regarding the respective obligations of IT&S, Clients, and Subcontractor to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (vi) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI or Individually Identifiable Information.

9.3   Breach Indemnification. Subcontractor shall indemnify, defend and hold IT&S, Clients and each of their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively "**Information Disclosure Claims**") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law; and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information. If Subcontractor assumes the defense of an Information Disclosure Claim, IT&S and Clients shall each have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Subcontractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of IT&S and Clients. To the extent permitted by law, Subcontractor shall be fully liable to IT&S and Clients for any acts, failures or omissions of its Vendor Subcontractors and agents in furnishing the services as if they were Subcontractor's own acts, failures or omissions. For purposes of this **Section 9.3**, PHI and Individually Identifiable Information shall refer to PHI and Individually Identifiable Information used, disclosed, accessed, created, maintained, received or transmitted by, and/or under the direction or control of, Subcontractor and/or its Vendor Subcontractors at the time of any HIPAA Breach and/or State Breach. This **Section 9.3** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI or Individually Identifiable Information.

10.   **Term and Termination.**

10.1   Termination. This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 10**; *provided, however,* that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2   Termination without Cause. IT&S shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Subcontractor.

10.3   Termination with Cause. Either Party may immediately terminate this Agreement as set forth in this **Section 10.3** (the "Terminating Party") and shall have no further obligations to the other Party (the "Terminated Party") hereunder if either of the following events shall have occurred and are continuing:

> a. The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party;

b. A material violation by the Terminated Party of any provision of the Confidentiality Requirements or applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.

10.4   **IT&S May Terminate Business Arrangements if Subcontractor is Terminated for Cause.** Termination of this Agreement for either of the two reasons set forth in **Section 10.3** above shall be cause for IT&S to immediately terminate for cause any Business Arrangement pursuant to which Subcontractor uses, discloses, accesses, receives, creates, maintains or transmits PHI for or on behalf of IT&S and/or Clients.

10.5   **Termination Upon Conclusion of Business Arrangements.**   Upon the expiration or termination of all Business Arrangements, either IT&S or Subcontractor may terminate this Agreement by providing written notice to the other Party.

10.6   **Return of PHI Upon Termination.** Upon termination of this Agreement for any reason, Subcontractor agrees either to return all PHI or to destroy all PHI received from IT&S or Clients or otherwise through the performance of services under the Business Arrangements that is in the possession or control of Subcontractor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Subcontractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Subcontractor maintains such PHI. Subcontractor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 10.6** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

11.   **No Warranty.**

PHI IS PROVIDED TO SUBCONTRACTOR SOLELY ON AN "AS IS" BASIS. IT&S AND CLIENTS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.   **Ineligible Persons.**

Subcontractor represents and warrants that Subcontractor and its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) or any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Subcontractor being excluded from participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Subcontractor's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the Term, and Subcontractor shall immediately notify IT&S of any change in the status of the representations and warranties set forth in this Section 12. Any breach of this Section 12 shall give IT&S the right to terminate this Agreement immediately.

13. **Waiver**.

No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver f or excuse any different or subsequent breach.

14. **Assignment**.

Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, IT&S shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of IT&S, whether by merger, acquisition, change in control, or other transaction involving the sale of all or substantially all of IT&S' assets, without the prior approval of Subcontractor.

15. **Severability**.

Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

16. **Governing Law**.

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Tennessee, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in Nashville, Davidson County, Tennessee.

17. **Equitable Relief**.

Subcontractor understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause IT&S and Clients irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that IT&S and Clients shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as IT&S and Clients shall deem appropriate. Such right of IT&S and Clients are to be in addition to the remedies otherwise available to IT&S and Clients at law or in equity. Subcontractor expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by IT&S or Clients.

18. **Nature of Agreement; Independent Contractor**.

Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates or Clients; or (ii) a relationship of employer and employee between the Parties. Subcontractor is an independent contractor and not an agent of IT&S or Clients. This Agreement does not express or imply any commitment to purchase or sell goods or services.

19. **Counterparts; Execution**.

This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the document by facsimile transmission, or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e., "electronic signature" through a process such as DocuSign®).

20. **Entire Agreement**.

This Agreement constitutes the complete agreement between Subcontractor and IT&S relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement constitutes the complete agreement between Subcontractor and IT&S relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement or on Client; *provided, however*, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that IT&S believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, IT&S may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Subcontractor which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. Clients are intended third party beneficiaries of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

21. **Notice**.

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by: (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. No Party to this Agreement shall refuse delivery of any notice hereunder.

HCA – Information Technology & Services, Inc.	Subcontractor: Stratasan, LLC
Address: 2555 Park Plaza	Address: 1009 3rd Avenue North, Ste. 100
Nashville, TN 37203	Nashville, TN 37201
Attention: Director of Contracts	Attention: Director of Finance & Admin
Tel. No: 615-344-8398	Tel. No: 1-866-628-5051 x709
Fax No: 615-344-2170	Fax No: 615-208-9657
With a copy to:	With a copy to:

HCA – Information Technology & Services, Inc.
2555 Park Plaza
Nashville, TN 37203
Attention: General Counsel
Tel. No: 615-344-1739
Fax No:

Stratasan, LLC
1009 3rd Avenue North, Suite 100
Nashville, TN 37201
Attn: Jason Moore, COO
Tel. No: 866-628-5051 x701
Fax No: 615-208-9657

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HCA - Information Technology & Services, Inc.   **Subcontractor:**

By: _Chris Wyatt_   By: _____

Name: Chris Wyatt   Name: Jason Moore_____

Title: CFO   Title: COO_____

Date: August 29, 2014   Date: July 28, 2014_____

ATL#17682.2