UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-34746

Accretive Health, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**02-0698101**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
401 North Michigan Avenue Suite 2700 Chicago, Illinois	**60611**
(Address of principal executive offices)	(Zip Code)

(312) 324-7820

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	**Name of each exchange on which registered:**
None	**None**

S ecurities registered pursuant to Section 12(g) of the Act:
Common Stock, $0.01 par value

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the last sale price for such stock on June 30, 2015 : $480,464,667

As of March 4, 2016, the registrant had 110,638,385 shares of common stock, par value $0.01 per share, outstanding.

ACCRETIVE HEALTH, INC.
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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements, within the meaning of the federal securities laws, that involve substantial risks and uncertainties. You should not place undue reliance on these statements. All statements, other than statements of historical facts, included in this Annual Report on Form 10-K regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth are forward-looking statements. The words "anticipate", "believe", "estimate", "expect", "intend", "may", "plan", "predict", "project", "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These forward-looking statements include, among other things, statements about:

- our ability to regain a listing on a national securities exchange;
- our ability to attract and retain customers;
- our financial performance;
- the advantages of our solutions as compared to those of others;
- our plans to incorporate our value based reimbursement capabilities within our revenue cycle management service offering;
- our ability to establish and maintain intellectual property rights;
- our ability to retain and hire necessary employees and appropriately staff our operations; and
- our estimates regarding capital requirements and needs for additional financing.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this Annual Report, particularly in "Part I - Item 1A - Risk Factors," that could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

You should read this Annual Report and the documents that we have filed as exhibits to the Annual Report completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PART I

Unless the context indicates otherwise, references in this Annual Report to "Accretive Health," "Accretive," the "company," "we," "our" and "us" mean Accretive Health, Inc. and its subsidiaries.

Item 1. *Business*

Overview

Accretive Health is a leading provider of revenue cycle services that help healthcare providers generate sustainable improvements in their operating margins and cash flows while also enhancing patient, physician and staff satisfaction for our customers.

We achieve these results for our customers through an integrated approach encompassing our end-to-end revenue cycle management service offering and physician advisory services. We do so by deploying a unique operating model that leverages our extensive healthcare site experience, innovative technology and process excellence. We also offer modular services, allowing clients to engage us for only specific components of our end-to-end revenue cycle management service offering.

Our primary service offering consists of revenue cycle management, or RCM, which helps healthcare providers to more efficiently manage their revenue cycles. This encompasses patient registration, insurance and benefit verification, medical treatment documentation and coding, bill preparation and collections from patients and payers. We assist our RCM customers in increasing the portion of the maximum potential services revenue they receive while simultaneously reducing their revenue cycle operating costs. Together, these benefits can generate significant and sustainable improvements in operating margins and cash flows for our customers. Our management and staff supplement our customers' existing RCM process and staff, and help operate our customers' processes. We educate and empower our customers' employees so that over time we can jointly deliver improved results using the proprietary technology included in our applications. Once implemented, our technology applications, processes and services are deeply embedded in our customers' day-to-day operations. We believe this service offering is adaptable to meet an evolving healthcare regulatory environment, technology standards and market trends. Importantly, our RCM agreements typically provide that we and our customers share in the benefits that are derived on behalf of our customers, particularly revenue increases and, in most cases, cost savings resulting from the application of our solutions. We believe that this sharing of benefits aligns our objectives and interests with those of our customers (including patient satisfaction).

Our physician advisory services, or PAS, offering, which we incorporated into our RCM offering in the third quarter of 2014, assists hospitals in complying with payer requirements regarding whether to classify a hospital visit as an in-patient or an out-patient observation case for billing purposes. This offering consists of both concurrent review and retrospective chart audits to help our customers achieve compliant and accurate billing. We also provide customers with retrospective appeal management service support for both governmental and commercial payers. Our physicians conduct detailed retrospective reviews of medical records to identify medical necessity for hospital services and the required documentation to appropriately support an appeal. We employ trained physicians to deliver these services.

We offered our population health solutions, or PHS, services on a standalone basis until the third quarter of 2014. This offering was designed to enable healthcare providers to more effectively manage the health of a defined patient population by identifying those individuals who are most likely to experience an adverse health event and, as a result, incur high healthcare costs in the coming years. In the fourth quarter of 2014, we began integrating capabilities from this offering into our core RCM offering in order to enhance our value-based reimbursement capabilities for our RCM customers and to prepare our customers for future changes in healthcare. We currently do not serve any customers for PHS.

We develop and refine our offerings based in part on information, processes and management experience garnered through working with some of the largest and most prestigious hospitals and healthcare systems in the United States, as well as in anticipation of regulatory and market changes that impact our customers. Our customers typically are single or multi-hospital healthcare systems, including faith-based healthcare systems, community healthcare systems, academic medical centers and their respective affiliated ambulatory clinics and physician practice groups, certain of which have common affiliations to larger umbrella healthcare organizations that are also parties to our customer contracts with their respective affiliates. We have developed strategic, long-term relationships with our customers and focus on providers that we believe understand the value of our operating model and have demonstrated success in operational outcomes.

Our Services

Drawing on our combination of our extensive healthcare-site expertise, innovative technology and process excellence, we seek to deliver measurable economic value to our customers across our revenue cycle management and physician advisory solutions.

Revenue Cycle Management Offering

Our primary RCM service offering consists of comprehensive, integrated technology and RCM services, which address the full spectrum of revenue cycle operational issues faced by healthcare providers.

To implement our integrated solution, we supplement each customer's existing RCM process and staff with our qualified, experienced RCM specialists, leaders and staff and connect our proprietary technology and analytical applications to each customer's existing technology systems. Our employees have significant experience in healthcare management, revenue cycle operations, technology, quality control and other management disciplines. Our solution is adapted to the hospital's organizational structure to minimize disruption to existing operation and staff. We seek to integrate our technology, personnel, our accumulated body of knowledge and our culture within each customer's revenue cycle activities, with the expectation that we will enjoy a long-term collaborative relationship with each customer. We deliver technology and operational support in the form of both on-site management and centralized staffing to deliver improved efficiency and quality across all RCM functions.

Our RCM agreements generally provide us with the opportunity to earn two types of performance-based fees associated with achieved efficiencies and improvements in our customer's revenue cycle processes: net operating fees and incentive fees. We have modified a portion of, and continue to attempt to modify, our RCM agreements to eliminate the gross base fees along with our financial obligation to pay our customers' revenue cycle operation expenses.

Net operating fees represent the gross base fees we charge our customers for operating the revenue cycle processes included in our agreements less corresponding costs of customers' revenue cycle operations which we undertake to pay pursuant to our RCM agreements. For some customers, the amount of our net operating fees is reduced by an agreed upon percentage of such difference, representing the customer's share of cost reductions resulting from our services. We help our customers reduce their revenue cycle costs by implementing new operational practices, optimizing their technology suite and deploying more efficient processes. In certain cases, we work with our customers to transfer aspects of their revenue cycle operations to our shared services centers, which typically results in lower operating costs than operating those aspects of the revenue cycle at the customers' site.

Incentive fees represent our negotiated share of the increases in our customers' operating revenues and are earned by improving their net revenue yield. We help many of our customers improve their collection of amounts owed by payers and patients for healthcare services. We refer to this as net revenue yield. We use our proprietary technology or other financial metrics to calculate their improvement in net revenue yield. When using the method of calculating this improvement that employs our proprietary technology, we compare the customer's actual cash collections for a given instance of care to the maximum potential cash receipts that the customer should have received from the instance of care. We then aggregate these calculations for all instances of care and compare the result to the aggregate calculation for a defined period before we began to provide our services to the customer.

When using other financial metrics to calculate this improvement, we typically employ metrics that are already being tracked by, or easily calculated from, our customers' respective accounting systems and compare the results of those metrics against the results for the same metrics for a defined period before we began to provide our services to the customer.

We seek to improve our customers' processes using a variety of techniques including:

- ***Gathering Complete Patient and Payer Information.*** We focus on gathering complete patient information and validating insurance eligibility and benefits so patient care services can be recorded and billed to the appropriate parties. For scheduled healthcare services, we educate patients as to their potential financial responsibilities before receiving care. Through our systems, we maintain an automated electronic scorecard which measures the efficiency of up-front data capture, authorization, billing and collections throughout the life cycle of any given patient account. These scorecards are analyzed in the aggregate, and the results are used to help improve work flow processes and operational decisions for our customers.

- ***Improving Claims Filing and Payer Collections.*** Through our proprietary technology and process expertise, we identify, for each patient encounter, the amount our customer should receive from a payer if terms of the applicable contract with the payer and patient policies are followed. Over time, we compare these amounts with the actual payments collected to help identify which payers, types of medical treatments and patients represent various levels of payment risk for a customer. Using proprietary algorithms and analytics, we consider actual reimbursement patterns to predict the payment risk associated with a customer's claims to its payers, and we then direct increased attention and time to the riskiest accounts.

- ***Identifying Alternative Payment Sources.*** We use various methods to find payment sources for uninsured patients and reimbursement for services not covered by payers. Our patient financial screening technology and methodologies often identify federal, state or private grant sources to help pay for healthcare services. These techniques are designed to ease the financial burden on uninsured or underinsured patients, increase the percentage of patient bills that are actually paid, and improve the total amount of reimbursement received by our customers.

- ***Employing Proprietary Technology and Algorithms.*** We employ a variety of proprietary data analytics and algorithms. For example, we identify patient accounts with financial risk by applying proprietary analysis techniques to the data we have collected. Our systems are designed to streamline work processes through the use of proprietary algorithms that focus revenue cycle staff effort on those accounts deemed to have the greatest potential for improving net revenue yield or charge capture. We adjust our proprietary predictive algorithms to reflect changes in payer and patient behavior based upon the knowledge we obtain from our entire customer base. As new customers are added and payer and patient behavior changes, the information we use to create our algorithms expands, increasing the accuracy, reliability and value of such algorithms.

- ***Using Analytical Capabilities and Operational Excellence.*** We draw on the experience that we have gained from working with some of the best healthcare provider systems in the United States to train our customers' staff about new and innovative RCM practices. We use sophisticated analytical procedures to identify specific opportunities to improve business processes.

- ***Increasing Charge Capture.*** We are able to help our customers increase their charge capture by implementing optimization techniques and related processes. We use sophisticated analytics software to help improve the accuracy of claims filings and the resolution of disputed claims from payers. We also overlay a range of capabilities designed to reduce missed charges, improve the clinical/reimbursement interface and produce bills that comply with payer requirements and applicable healthcare regulations.

- ***Leveraging our Shared Services Centers.*** We help our customers increase their revenue cycle efficiency by implementing improved practices, streamlining work flow processes and outsourcing aspects of their revenue cycle operations to our shared services centers. Examples of services that can be completed at our shared services centers in the United States and India include pre-registration, medical transcription, cash

posting, reconciliation of payments to billing records, and patient and payer follow-up. By leveraging the economies of scale and experience of our shared services centers, we believe that we offer our customers better quality services at a lower cost.

We believe that these techniques are enhanced by our proprietary and integrated technology, management experience and well-developed processes. Our proprietary technology applications include workflow automation and direct payer connection capabilities that enable revenue cycle staff to focus on problem accounts rather than on manual tasks, such as searching payer websites for insurance and benefits verification for all patients. We employ technology that identifies and isolates specific cases requiring review or action, using the same interface for all users, to automate a host of tasks that otherwise can consume a significant amount of staff time. Our proprietary technology enhances the ability of our customers' revenue cycle staff to improve their interaction with patients. We use real-time feedback from our customers to improve the functionality and performance of our technology and processes and incorporate these improvements into our service offerings on a regular basis. We strive to apply operational excellence throughout our customers' entire revenue cycle.

Physician Advisory Services Offering

Our PAS offering provides concurrent level of care billing classification reviews, as well as retrospective chart audits to assist hospitals in properly billing payers for selected services. These services complement our RCM offering and our ability to provide our customers end-to-end management services, and, accordingly, some of our RCM customers are also customers of our physician advisory services offering. According to the policies of the Centers for Medicare & Medicaid Services, or CMS, the decision to classify a patient as an in-patient or out-patient observation case for billing purposes is based on complex medical judgment that can only be made after the physician has considered a number of factors, including the patient's medical history and current medical needs, the severity of signs and symptoms, the medical predictability of adverse events and the patient's anticipated length of stay. Using our secure web portal, hospital customers transmit pertinent data about the case at hand to our trained physicians, who then leverage our proprietary diagnosis guidelines and the extensive information within our knowledge database to reach an informed billing classification judgment, which we then provide to our customers as a recommendation.

We also provide customers with retrospective appeal management service support for both governmental and commercial payers. Our physicians conduct detailed retrospective reviews of medical records to identify medical necessity for hospital services and the required documentation to appropriately support an appeal.

We believe that our PAS offering provides our customers with a number of operational benefits, such as

- direct physician to physician contact,
- improved service levels, and
- real-time reporting and analytics.

Business Update

In December 2015, we announced a long-term strategic partnership with Ascension Health Alliance, the parent of our largest customer and the nation's largest Catholic and non-profit health system, and TowerBrook Capital Partners, or TowerBrook, an investment management firm, which transaction was completed on February 16, 2016. As part of the transaction, we amended and restated our Master Professional Services Agreement, or A&R MPSA, with Ascension Health, or Ascension, effective February 16, 2016 with a term of ten years. Pursuant to the A&R MPSA and with certain limited exceptions, we will become the exclusive provider of revenue cycle management services and PAS with respect to acute care services provided by the hospitals affiliated with Ascension that execute supplement agreements with us. In addition, at the close of the transaction, we issued to TCP-ASC ACHI Series LLLP, a limited liability limited partnership jointly owned by Ascension Health Alliance and investment funds affiliated with TowerBrook, or the Investor: (i) 200,000 shares of our 8.00% Series A Convertible

Preferred Stock, par value $0.01 per share, or the Series A Preferred Stock, for an aggregate price of $200 million and (ii) a warrant with a term of ten years to acquire up to 60 million shares of our common stock, par value $0.01 per share, or common stock, at an exercise price of $3.50 per share, on the terms and subject to the conditions set forth in the Warrant Agreement, or the Warrant. The Series A Preferred Stock is immediately convertible into shares of common stock. We refer herein to the foregoing transactions consummated on February 16, 2016 with the Investor and Ascension as the "Transactions".

We expect this long-term strategic partnership to expand our relationship with Ascension, grow our overall business, and improve our ability to win customers outside of the Ascension hospital base. Under the A&R MPSA, our RCM services for both Ascension hospitals that we currently service and Ascension hospitals that we intend to service will be transitioning to an outsourced business model, whereby a significant number of Ascension's revenue cycle employees will become our employees as we begin implementing the A&R MPSA and providing our services to Ascension hospitals over a three year period. As a result of the implementation of an outsourced business model in connection with the A&R MPSA, we expect to expand our operations in the United States and off shore and intend to invest in technology, facilities and talent to support our anticipated growth. Such outsourced business model will require the transition of the non-payroll related expenses supporting Ascension's revenue cycle operations to direct expenses of Accretive. These transitioned non-payroll expenses have historically been managed by our infused management staff but remained on the hospitals' financial records. This new in-house capability of managing these non-payroll related expenses will allow us to pursue new business opportunities which require an outsourced business model. We believe the ten year term of the A&R MPSA, together with the significant investment in Accretive by Ascension, our largest customer, will provide our business with stability and growth. In addition, our management team will benefit from the oversight provided by having TowerBrook involved as a strategic investor.

Market Opportunity

The market for our service offerings consists primarily of multi-hospital systems and other healthcare providers in the United States. We believe that macroeconomic, regulatory and healthcare industry conditions will continue to impose financial pressures on healthcare providers and will increase the importance of managing their revenue cycle operations effectively and efficiently. New reimbursement models in the healthcare industry measure both financial and clinical performance metrics, and increasingly shift economic risk of clinical outcomes to providers. We believe our integrated revenue cycle offering can help providers adapt to, and improve reimbursement levels under, such risk-based compensation structures.

Segments

All of our significant operations are organized around the single business of providing end-to-end management services of revenue cycle operations for U.S.-based hospitals and other medical services providers.

We view our operations and manage our business as one operating and reporting segment. All of our net services revenue and trade accounts receivable are derived from healthcare providers domiciled in the United States. The information about our business should be read together with our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. See Note 11, Segments and Customer Concentrations, to our consolidated financial statements for information regarding our segment and customer concentrations.

Customers

Our customers typically are single or multi-hospital healthcare systems, including faith-based healthcare systems, community healthcare systems, academic medical centers and their respective affiliated ambulatory clinics and physician practice groups, certain of which have common affiliations to larger umbrella healthcare organizations that are also parties to our customer contracts with their respective affiliates. We seek to develop strategic, long-term relationships with our customers and focus on providers that we believe understand the value of our operating model

and have demonstrated success in both the provision of healthcare services and the ability to achieve financial and operational results.

Customer Agreements

We generally provide our RCM offering pursuant to managed services agreements with our customers. In rendering our services, we must comply with customer policies and procedures regarding charity care, personnel, data security, compliance and risk management, as well as applicable federal, state and local laws and regulations.

Our managed services agreements with our RCM customers typically span three to five years. After the initial term of the agreement, many of our managed services agreements automatically renew unless terminated by either party upon prior written notice.

In general, our RCM agreements provide that:

- we are required to staff a sufficient number of our own employees on each customer's premises and provide the technology necessary to implement and manage our services;
- our management and staff work cooperatively with our customers' management and staff to achieve mutually specified objectives;
- we earn performance-based fees that are tied to the achievement of financial benchmarks related to increases in customer revenues and/or reductions in operating costs;
- the parties provide representations and indemnities to each other; and
- in the event of a material breach, the non-breaching party may terminate the agreement if such breach is not cured.

Our agreements for physician advisory services generally vary in length between one and three years. Generally, the agreements automatically renew after their initial term unless terminated by either party upon prior written notice. Customers pay a contractually negotiated fee for this service on a per-use basis.

Sales and Marketing

Our new business opportunities are generated through a combination of high-level industry contacts of members of our senior management team and systematic relationship building by a team of senior sales executives. Our sales and marketing process generally begins by engaging senior executives of the prospective hospital or healthcare system, typically followed by our assessment of the prospect's existing operations, and a review of the findings. We begin negotiations with a standardized contract that is customized as necessary after collaborative discussions of operational and management issues and our proposed working relationship. Our sales process for RCM managed services agreements typically lasts six to 18 months from the introductory meeting to the agreement's execution, while our sales process for our physician advisory services offering typically lasts three to four months.

Technology

Technology Development

Our technology development organization operates out of various facilities in the United States and India. We are increasing the amount of resources that we invest in the improvement of our technology in order to enhance the services that we provide our customers. All customer sites run the same base set of code. We use a beta-testing environment to develop and test new technology offerings at one or more customers, while keeping the rest of our customers on production-level code.

Our applications are deployed on a highly-scalable architecture based upon Microsoft and other industry leading platforms. We offer a common experience for end-users and believe the consistent look and feel of our applications allows our customers and staff to use our software suite quickly and easily.

We devote substantial resources to our development efforts and plan at an annual, bi-annual and quarterly release level. We employ a structured system to assess the impact that potential new technologies or enhancements will have on net services revenue, costs, efficiency and customer satisfaction. The results of this analysis are evaluated in conjunction with our overall corporate goals when making development decisions. In addition to our technology development team, our operations personnel play an integral role in setting technology priorities in support of their objective of keeping our software operating 24 hours a day, seven days a week.

Technology Operations and Security

Our applications are hosted in data centers located in Alpharetta, Georgia; Philadelphia, Pennsylvania; and Salt Lake City, Utah and our internal financial application suite is hosted in a data center in Minneapolis, Minnesota. These data centers are operated for us by third parties and are compliant with the Statement on Standards for Attestation Engagements, or SSAE, No. 16, Reporting on Controls at a Service Organization (Service Organization Controls 1). Our development, testing and quality assurance environments are operated from the third-party data centers in Alpharetta, Georgia and Philadelphia, Pennsylvania, with a separate server room in our Chicago, Illinois office. We have agreements with our hardware and system software suppliers for support 24 hours a day, seven days a week. Our operations personnel also use our resources located in our other U.S. facilities, as well as our India facilities.

Customers use high-speed internet connections or private network connections to access our business applications. We utilize commercially available hardware and a combination of custom-developed and commercially available software. We designed our primary application in this manner to permit scalable growth. For example, database servers can be added without adding web servers, and vice versa.

Databases are backed-up frequently by automatically shipping log files with accumulated changes to separate sets of back-up servers. In addition to serving as a back-up, these log files update the data in our online analytical processing engine, enabling the data to be more current than if only refreshed overnight. Data and information regarding our customers' patients is encrypted when transmitted over the internet or traveling off-site on portable media such as laptops or backup tapes.

Customer system access requests are load-balanced across multiple application servers, allowing us to handle additional users on a per-customer basis without application changes. System utilization is monitored for capacity planning purposes. We believe that this architecture enables us to scale our operations effectively and efficiently.

Our software interacts with our customers' software through a series of real-time and batch interfaces. We do not require changes to the customer's core patient care delivery or financial systems. Instead of installing hardware or software in customer locations or data centers, we specify the information that a customer needs to extract from its existing systems in order to interface with our systems. This methodology enables our systems to operate with many combinations of customer systems, including custom and industry-standard implementations. We have successfully integrated our systems with older and newer systems, with package and custom systems and with major industry-standard products and solutions.

When these interfaces are in place, we provide an application suite across the hospital revenue cycle. For our purposes, the revenue cycle starts when a patient registers for future service or arrives at a hospital or clinic for unscheduled service, and ends when the hospital has collected all the appropriate revenue from all possible sources. Thus, we provide eligibility, address validation, skip tracing, charge capture, patient and payer follow-up, analytics and tracking, charge master management, contract modeling, contract "what if" analysis, collections and other functions throughout the customer's revenue cycle. Since our databases run on generally available hardware and software, we are able to use standard applications to develop, maintain and monitor our solutions. Databases for one or more customers can run on a single database server with disk storage being provided from a shared storage area

network, or SAN, with physical separation maintained between customers. In the event of a server failure, we have maintenance contracts in place that require the service provider to have the server back on-line in four hours or less, or we move the customer processing to alternate servers. Our databases and servers are backed-up in full on a weekly basis and undergo incremental back-ups nightly. The SAN is configured as a redundant array of inexpensive disks, or RAID, which protects against disk failures having an impact on our operations. Database log files are stored separately from database files to reduce incidents of data loss. Data and information regarding our customers' patients is encrypted when at rest, when transmitted over the internet and when traveling off-site on portable media such as laptops or backup tapes.

In the event that a combination of events causes a system failure, we typically can isolate the failure to one or a small number of customers. We believe that no combination of failures by our systems can impact a customer's ability to deliver patient care.

Our third-party data centers are designed to withstand many catastrophic events such as blizzards and hurricanes. To protect against a catastrophic event in which our primary data center is completely destroyed and service cannot be restored within a few days, we store backups of our systems and databases off-site. In the event that we are required to move operations to a different data center, we would re-establish operations by provisioning new servers, restoring data from the off-site backups and re-establishing connectivity with our customers' host systems. Because our systems are web-based, no changes would need to be made on customer workstations, and customers would be able to reconnect as our systems became available again.

We monitor the response time of our application in a number of ways. We monitor the response time of individual transactions by customer and place monitors inside our operations and at key customer sites to run synthetic transactions that demonstrate our systems' end-to-end responsiveness. Our hosting provider reports on responsiveness server-by-server and identifies potential future capacity issues. In addition, we survey key customers regarding system response time to make sure customer-specific conditions are not impacting performance of our applications.

We dedicate significant resources to protecting our customers' confidential and protected health information, or PHI. Our security strategy employs various practices and technologies to control, audit and protect access to sensitive information. We received, and have maintained since January 2013, a certification status from the Health Information Trust Alliance, or HITRUST. HITRUST is a healthcare industry group focused on identifying a prescriptive set of information technology controls that are based on standards and regulations relevant to the healthcare industry. HITRUST certification is aligned with ISO 27001 and ISO 27002. Our HITRUST certification validates our continued commitment to compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations that have been issued under it, such as the Health Information Technology for Economic and Clinical Health Act, or HITECH Act, or HITECH, and OMNIBUS regulations, which we collectively refer to as HIPAA, and to various states' security and privacy laws regarding the creation, access, storage or exchange of personal health and financial information. Our HITRUST certification status also signifies that we exhibit and are able to maintain high security standards for the management and protection of electronic PHI.

Proprietary Software Suites

Revenue Cycle Management . Our integrated suite of RCM technology provides a layer of analytics, rules processing and workflow capabilities that interface with provider systems to optimize process efficiency and effectiveness. These technologies power the detection of defects on patient accounts and enable staff workflow at point of service areas, customer sites and our shared service centers.

- "AHtoAccess" powers workflow in customer central business offices and at our scaled shared service centers for pre-registration, financial clearance, and financial counseling. The platform processes patient accounts through proprietary rules engines tuned to identify defects in demographic data, authorization processes, insurance benefits and eligibility and medical necessity. Our rules engines in AHtoAccess are also used to calculate patient balance estimations and prior balance accounts receivables. For the uninsured, the platform

helps staff triage patients to find coverage for their visit. Our technology enables staff to work on an exception basis eliminating the need for manual intervention on accounts with no exceptions identified.

- "AHtoLink" delivers all of the insight and defect detection capabilities of our proprietary rules engines in real-time to point of service emergency department and registration areas within the hospitals and clinics. When defects or inconsistent data are detected in the data entry or registration process, users receive targeted messages alerting them to resolve the issue while the patient is still in front of them.

- "AHtoContact," our patient contact application, provides the workflow and data for patient contact center representatives. It enables effective financial discussions with patients on outstanding balances. The platform is integrated in to our call center, call-routing, auto-dialer capabilities and facilitates improved outcomes through propriety process and technology approaches.

- "AHtoContract," our proprietary contract modeling platform, is used to accurately calculate the maximum allowed reimbursement for each claim based upon models of the hospital's contract with each payer. This platform is used to provide insight into the health of payer contracts and to power portions of the workflow tools described above.

- "AHtoAnalytics", our web-based reporting and analytics platform, produces over 300 proprietary reports derived from the financial, process and productivity data that we accumulate as a result of our services, which enable us to monitor and identify areas for improvement in the efficacy of our revenue cycle management services.

- "AHtoDecision", for which implementations began in January 2016, classifies defects in a proprietary nomenclature and distributes data to back end teams for follow up and resolution according to shared standard operating processes. Defects will be identified and noted on accounts as they occur. The platform, along with our "Yield-Based Follow Up" application, is designed to power customer patient financial services departments and our shared services.

These propriety technology applications run on an integrated platform built on a modern event driven architecture and rules engines that allow real-time integration of systems and operational workflows.

Physician Advisory Services . Our proprietary PAS tools are designed to assist our customers in the initiation of a service request by our physician advisory team. Our platform allows for the electronic submission, tracking, reviewing and auditing of patient cases referred to us. The PAS portal environment is established as a secure site that enables us to receive patient records from case managers and route them to our physicians for review. This workflow is supported by an analytics engine within the web portal that provides our customers the ability to improve their compliance and workflow with our real time reporting, dashboards and worklists.

Value-Based Reimbursement. Our proprietary technology within our value-based reimbursement, or VBR, capability includes a secure web-based workflow application that is designed to enable patient engagement staff, revenue cycle analysts, and physician/hospital care teams to monitor and manage gaps identified by our proprietary rules engines. Our Quality, Revenue, and Measurement Coding rules engines represent a foundational framework which leverages a central data warehouse of aggregated data from disparate sources. Gaps stemming from these rules engines are presented in a prioritized and user-friendly manner through workflow applications that drive operational follow up and management. Our web-based application is divided across Patient Outreach, Point of Care and Reconciliation interfaces to allow for targeted resolution within operational support models across the revenue cycle. Patient Outreach leverages an auto dialer and prioritized work list to enable both proactive and reactive engagement with patients who are unscheduled, scheduled, or discharged. The Point of Care interface and report capabilities will provide actionable insights to help physicians achieve outcomes defined in value-based contracts. The Reconcile & Analyze tool allows for reporting, analysis and resolution of revenue gaps across the revenue cycle continuum. All three interfaces are supported by dashboards and analytics which enable integrated reporting and root cause analysis.

Competition

The market for our solutions is highly competitive and we expect competition to intensify in the future. We believe that competition for the services we provide is based primarily on the following factors:

- knowledge and understanding of the complex healthcare payment and reimbursement system in the United States;
- a track record of delivering revenue improvements and efficiency gains for hospitals and healthcare systems;
- predictable and measurable results;
- the ability to deliver a solution that is fully-integrated along each step of a hospital's revenue cycle operations;
- cost-effectiveness, including the breakdown between up-front costs and pay-for-performance incentive compensation;
- reliability, simplicity and flexibility of our technology platform;
- understanding of the healthcare industry's regulatory environment; and
- sufficient and scalable infrastructure and financial stability.

We also believe that the following aspects of our business model differentiate us from our competitors:

- we focus on performance-based compensation as a way to share in the economic value that we help create for our customers;
- we focus on optimizing our customers' entire, end-to-end revenue cycle process, which we believe is more advantageous than models that merely focus on certain aspects or individual sub-processes within the revenue cycle;
- our offering integrates talented personnel with our proven business methods augmented by our proprietary technology; and
- we have extensive knowledge and service offerings that are specialized to help faith-based and other non-profit organizations deliver on their core mission of providing healthcare to their patients.

We believe that we compete effectively based upon all of these criteria, although our ability to acquire new customers has been and may continue to be adversely effected by unfavorable publicity arising from the lawsuit with the Minnesota Attorney General that was settled in July 2012 and our restatement of our previously issued consolidated financial statements, or the Restatement.

While we do not believe any single competitor delivers services in the same integrated manner as our revenue cycle management offering provides, we face competition from various sources. The internal RCM staffs of hospitals, which historically have performed the functions addressed by our services, compete with us. Hospitals that previously have made investments in internally developed solutions sometimes choose to continue to rely on their own internal RCM staff.

We also compete with several categories of external market participants, most of which focus on specific components of hospital revenue cycle. External market participants include:

- software vendors and other technology-supported RCM business process outsourcing companies;
- traditional consultants; and
- information technology outsourcers.

These types of external participants also compete with us in the field of physician advisory services. In addition, the commercial payer community can provide information or services that are intended to assist providers in transitioning to a value-based reimbursement environment, and thus we indirectly compete with those commercial payers.

Although we believe that there are barriers to replicating our end-to-end RCM solution, we expect competition to intensify in the future. Other companies may develop superior or more economical service offerings that healthcare providers could find more attractive than our offerings. Moreover, the regulatory landscape may shift in a direction that is more strategically advantageous to existing and future competitors.

Government Regulation

The customers we serve are subject to a complex array of federal and state laws and regulations. These laws and regulations may change rapidly and unpredictably, and it is frequently unclear how they apply to our business. We devote significant efforts, through training of personnel and monitoring, to establish and maintain compliance with all regulatory requirements that we believe are applicable to our business and the services we offer.

Government Regulation of Health Information

Privacy and Security Regulations. HIPAA contains substantial restrictions and requirements with respect to the use and disclosure of an individual's PHI. HIPAA prohibits a covered entity from using or disclosing an individual's PHI unless the use or disclosure is authorized by the individual or is specifically required or permitted under HIPAA. Under HIPAA, covered entities must establish administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI maintained or transmitted by them or by others on their behalf.

HIPAA applies to covered entities such as healthcare providers that engage in HIPAA-defined standard electronic transactions, health plans and healthcare clearinghouses. In February 2009, HIPAA was amended by the HITECH Act to impose certain of the HIPAA privacy and security requirements directly upon "business associates" that perform functions on behalf of, or provide services to, certain covered entities. Most of our customers are covered entities and we are a business associate to many such customers under HIPAA as a result of our contractual obligations to perform certain functions on behalf of, and provide certain services to, those customers. As a business associate, we sometimes also act as a clearinghouse in performing certain functions for our customers. In order to provide customers with services that involve the use or disclosure of PHI, HIPAA requires our customers to enter into business associate agreements with us.

Such agreements must, among other things, provide adequate written assurances:

- as to how we will use and disclose the PHI;
- that we will implement reasonable administrative, physical and technical safeguards to protect such information from misuse;
- that we will enter into similar agreements with our agents and subcontractors that have access to the information;
- that we will report security incidents and other inappropriate uses or disclosures of the information; and

- that we will assist the customer with certain of its duties under HIPAA.

Transaction Requirements. In addition to privacy and security requirements, HIPAA also requires that certain electronic transactions related to healthcare billing be conducted using prescribed electronic formats. For example, claims for reimbursement that are transmitted electronically to payers must comply with specific formatting standards, and these standards apply whether the payer is a government or a private entity. We are contractually required to structure and provide our services in a way that supports our customers' HIPAA compliance obligations. On October 1, 2015, the International Classification of Diseases 9, or ICD-9, which was used to report medical diagnoses and in-patient procedures was replaced by International Classification of Diseases 10, or ICD-10. ICD-10 affects coding for all covered entities, is significantly more complex than ICD-9, and has required system and business changes throughout the healthcare industry. We are working collaboratively with our customers to implement the new code sets.

Data Security and Breaches. In recent years, there have been well-publicized data breach incidents involving the improper dissemination of personal health and other information of individuals, both within and outside of the healthcare industry. Many states have responded to these incidents by enacting laws requiring holders of personal information to maintain safeguards and to take certain actions in response to data breach incidents, such as providing prompt notification of the breach to affected individuals and government authorities. In many cases, these laws are limited to electronic data, but states are increasingly enacting or considering stricter and broader requirements. Under the HITECH Act and its implementing regulations, business associates are also required to notify covered entities, which in turn are required to notify affected individuals and government authorities of data security breaches involving unsecured PHI. In addition, the U.S. Federal Trade Commission, or FTC, has prosecuted some data breach cases as unfair and deceptive acts or practices under the Federal Trade Commission Act, or FTC Act. We have implemented and maintain physical, technical and administrative safeguards intended to protect all personal data, and have processes in place to assist us in complying with applicable laws and regulations regarding the protection of this data and properly responding to any security incidents.

State Laws. In addition to HIPAA, most states have enacted patient confidentiality laws that protect against the unauthorized disclosure of confidential medical information, and many states have adopted or are considering further legislation in this area, including privacy safeguards, security standards and data security breach notification requirements. Such state laws, if more stringent than HIPAA requirements, are not preempted by the federal requirements, and we must comply with them even though they may be subject to different interpretations by various courts and other governmental authorities.

Other Requirements. In addition to HIPAA, numerous other state and federal laws govern the collection, dissemination, use, access to and confidentiality of individually identifiable health and other information and healthcare provider information. The FTC has issued guidance for, and several states have issued or are considering new regulations to require, holders of certain types of personally identifiable information to implement formal policies and programs to prevent, detect and mitigate the risk of identity theft and other unauthorized access to or use of such information. Further, federal and state legislation has been proposed, and through rule making or executive action, several states have taken action, to restrict or discourage the disclosure of medical or other personally identifiable information to individuals or entities located outside of the United States.

Government Regulation of Reimbursement

Our customers are subject to regulation by a number of governmental agencies, including those that administer the Medicare and Medicaid programs. Accordingly, our customers are sensitive to legislative and regulatory changes in, and limitations on, the government healthcare programs and changes in reimbursement policies, processes and payment rates. During recent years, there have been numerous federal legislative and administrative actions that have affected government programs, including adjustments that have reduced or increased payments to physicians and other healthcare providers and adjustments that have affected the complexity of our work. For example, the Patient Protection and Affordable Care Act of 2010, or ACA, may reduce reimbursement for some healthcare providers while increasing reimbursement for others including primary care physicians. In addition, the ACA mandates the implementation of various programs and value and quality-based reimbursement incentives that may

impact the amount of reimbursement for our customers. For example, the adjustment related to the Medicare Value-Based Purchasing Program will increase from 1.5% in 2015 to 2.0% in 2017 and the adjustment related to the Hospital Readmission Reduction Program increased from 1.0% in 2013 to 3.0% in 2015 and applies to an increased number of conditions. It is possible that the federal or state governments will implement additional reductions, increases or changes in reimbursement in the future under government programs that adversely affect our customer base or increase the cost of providing our services. Any such changes could adversely affect our own financial condition by reducing the reimbursement rates of our customers.

Fraud and Abuse Laws

A number of federal and state laws, generally referred to as fraud and abuse laws, apply to healthcare providers, physicians and others that make, offer, seek or receive referrals or payments for products or services that may be paid for through any federal or state healthcare program and in some instances any private program. Given the breadth of these laws and regulations, they may affect our business, either directly or because they apply to our customers. These laws and regulations include:

Anti-Kickback Laws. There are numerous federal and state laws that govern patient referrals, physician financial relationships, and inducements to healthcare providers and patients. The federal healthcare anti-kickback law prohibits any person or entity from offering, paying, soliciting or receiving anything of value, directly or indirectly, for the referral of patients covered by Medicare, Medicaid and certain other federal healthcare programs or the leasing, purchasing, ordering or arranging for or recommending the lease, purchase or order of any item, good, facility or service covered by these programs. Courts have construed this anti-kickback law to mean that a financial arrangement may violate this law if any one of the purposes of an arrangement is to induce referrals of federal healthcare programs, patients or business, regardless of whether there are other legitimate purposes for the arrangement. There are several limited exclusions known as safe harbors that may protect certain arrangements from enforcement penalties although these safe harbors tend to be quite narrow. Penalties for federal anti-kickback violations can be severe, and include imprisonment, criminal fines, civil money penalties with triple damages and exclusion from participation in federal healthcare programs. Anti-kickback law violations also may give rise to a civil False Claims Act, or FCA, action, as described below. Many states have adopted similar prohibitions against kickbacks and other practices that are intended to induce referrals, and some of these state laws are applicable to all patients regardless of whether the patient is covered under a governmental health program or private health plan.

False or Fraudulent Claim Laws. There are numerous federal and state laws that forbid submission of false information or the failure to disclose information in connection with the submission and payment of provider claims for reimbursement. In some cases, these laws also forbid abuse of existing systems for such submission and payment, for example, by systematic over treatment or duplicate billing of the same services to collect increased or duplicate payments.

In particular, the federal FCA prohibits a person from knowingly presenting or causing to be presented a civil false or fraudulent claim for payment or approval by an officer, employee or agent of the United States. The FCA also prohibits a person from knowingly making, using, or causing to be made or used a false record or statement material to such a claim. The FCA was amended on May 20, 2009 by the Fraud Enforcement and Recovery Act of 2009, or FERA. Following the FERA amendments, the FCA's "reverse false claim" provision also creates liability for persons who knowingly conceal an overpayment of government money or knowingly and improperly retain an overpayment of government funds. In addition, ACA requires providers to report and return overpayments and to explain the reason for the overpayment in writing within 60 days of the date on which the overpayment is identified, and the failure to do so is punishable under the FCA. Violations of the FCA may result in treble damages, significant monetary penalties, and other collateral consequences including, potentially, exclusion from participation in federally funded healthcare programs. The scope and implications of the FCA amendments have yet to be fully determined or adjudicated and as a result it is difficult to predict how future enforcement initiatives may impact our business.

In addition, under the Civil Monetary Penalty Act of 1981, the Department of Health and Human Services Office of Inspector General has the authority to impose administrative penalties and assessments against any person,

including an organization or other entity, who knowingly presents, or causes to be presented, to a state or federal government employee or agent certain false or otherwise improper claims.

Stark Law and Similar State Laws. The Ethics in Patient Referrals Act, known as the Stark Law, prohibits certain types of referral arrangements between physicians and healthcare entities and thus potentially applies to our customers. Specifically, under the Stark Law, absent an applicable exception, a physician may not make a referral to an entity for the furnishing of designated health service, or DHS, for which payment may be made by the Medicare program if the physician or any immediate family member has a financial relationship with that entity. Further, an entity that furnishes DHS pursuant to a prohibited referral may not present or cause to be presented a claim or bill for such services to the Medicare program or to any other individual or entity. Violations of the statute can result in civil monetary penalties and/or exclusion from federal healthcare programs. Stark Law violations also may give rise to a civil FCA action. Any such violations by, and penalties and exclusions imposed upon, our customers could adversely affect their financial condition and, in turn, could adversely affect our own financial condition.

Laws in many states similarly forbid billing based on referrals between individuals and/or entities that have various financial, ownership or other business relationships. These laws vary widely from state to state.

Laws Limiting Assignment of Reimbursement Claims

Various federal and state laws, including Medicare and Medicaid, forbid or limit assignments of claims for reimbursement from government funded programs. Some of these laws limit the manner in which business service companies may handle payments for such claims and prevent such companies from charging their provider customers on the basis of a percentage of collections or charges. We do not believe that the services we provide our customers result in an assignment of claims for the Medicare or Medicaid reimbursements for purposes of federal healthcare programs. Any determination to the contrary, however, could adversely affect our ability to be paid for the services we provide to our customers, require us to restructure the manner in which we are paid, or have further regulatory consequences.

Emergency Medical Treatment and Active Labor Act

The federal Emergency Medical Treatment and Active Labor Act, or EMTALA, was adopted by the U.S. Congress in response to reports of a widespread hospital emergency room practice of "patient dumping." At the time of EMTALA's enactment, patient dumping was considered to have occurred when a hospital capable of providing the needed care sent a patient to another facility or simply turned the patient away based on such patient's inability to pay for his or her care. EMTALA imposes requirements as to the care that must be provided to anyone who seeks care at facilities providing emergency medical services. In addition, CMS of the U.S. Department of Health and Human Services has issued final regulations clarifying those areas within a hospital system that must provide emergency treatment, procedures to meet on-call requirements, as well as other requirements under EMTALA. Sanctions for failing to fulfill these requirements include exclusion from participation in the Medicare and Medicaid programs and civil monetary penalties. In addition, the law creates private civil remedies that enable an individual who suffers personal harm as a direct result of a violation of the law to sue the offending hospital for damages and equitable relief. A hospital that suffers a financial loss as a direct result of another participating hospital's violation of the law also has a similar right.

EMTALA generally applies to our customers, and we assist our customers with the intake of their patients. Although we believe that our customers' medical screening, stabilization and transfer practices are in compliance with the law and applicable regulations, we cannot be certain that governmental officials responsible for enforcing the law or others will not assert that we or our customers are in violation of these laws nor what obligations may be imposed by regulations to be issued in the future.

Regulation of Debt Collection Activities

The federal Fair Debt Collection Practices Act, or FDCPA, regulates persons who regularly collect or attempt to collect, directly or indirectly, consumer debts owed or asserted to be owed to another person. Certain of our

accounts receivable activities may be deemed to be subject to the FDCPA. The FDCPA establishes specific guidelines and procedures that debt collectors must follow in communicating with consumer debtors, including the time, place and manner of such communications. Further, it prohibits harassment or abuse by debt collectors, including the threat of violence or criminal prosecution, obscene language or repeated telephone calls made with the intent to abuse or harass. The FDCPA also places restrictions on communications with individuals other than consumer debtors in connection with the collection of any consumer debt and sets forth specific procedures to be followed when communicating with such third parties for purposes of obtaining location information about the consumer. In addition, the FDCPA contains various notice and disclosure requirements and prohibits unfair or misleading representations by debt collectors. Finally, the FDCPA imposes certain limitations on lawsuits to collect debts against consumers.

Debt collection activities are also regulated at the state level. Most states have laws regulating debt collection activities in ways that are similar to, and in some cases more stringent than, the FDCPA. In addition, some states require companies engaged in the collection of consumer debt to be licensed. In all states where we operate, we believe that we currently hold all required state licenses or are exempt from licensing.

We are also subject to the Telephone Consumer Protection Act, or TCPA. In the process of communicating with our customers' patients, we use a variety of communications methods. The TCPA places certain restrictions on companies that place telephone calls to consumers.

The FTC has the authority to investigate consumer complaints relating to the FDCPA and the TCPA, and to initiate or recommend enforcement actions, including actions to seek monetary penalties. State officials typically have authority to enforce corresponding state laws. In addition, affected consumers may bring suits, including class action suits, to seek monetary remedies (including statutory damages) for violations of the federal and state provisions discussed above.

Regulation of Credit Card Activities

We process, on behalf of our customers, credit card payments from their patients. Various federal and state laws impose privacy and information security laws and regulations with respect to the use of credit cards. If we fail to comply with these laws and regulations or experience a credit card security breach, our reputation could be damaged, possibly resulting in lost future business, and we could be subjected to additional legal or financial risk as a result of non-compliance.

Foreign Regulations

Our operations in India are subject to additional regulations that govern the creation, continuation and winding up of companies, as well as the relationships between the shareholders, the company, the public and the government.

Intellectual Property

We rely upon a combination of patent, trademark, copyright and trade secret laws and contractual terms and conditions to protect our intellectual property rights, and have sought patent protection for aspects of our key innovations.

We have been issued three U.S. patents, which expire in 2028, 2030 and 2031, and have filed seven additional U.S. patent applications aimed at protecting the four domains of our AHtoAccess software suite: patient access, improving maximum potential reimbursement, follow-up and measurement. See "Business – Technology – Proprietary Software Suites" for more information. Legal standards relating to the validity, enforceability and scope of protection of patents can be uncertain. We do not know whether any of our pending patent applications will result in the issuance of patents or whether the examination process will require us to narrow our claims. Our patent applications may not result in the grant of patents with the scope of the claims that we seek, if at all, or the scope of the granted claims may not be sufficiently broad to protect our products and technology. Our three granted patents or

any patents that may be granted in the future from pending or future applications may be opposed, contested, circumvented, designed around by a third party or found to be invalid or unenforceable. Third parties may develop technologies that are similar or superior to our proprietary technologies, duplicate or otherwise obtain and use our proprietary technologies or design around patents owned or licensed by us. If our technology is found to infringe any patent or other intellectual property right held by a third party, we could be prevented from providing our service offerings and/or subjected to significant damage awards.

We also rely, in some circumstances, on trade secrets to protect our technology. We control access to and the use of our application capabilities through a combination of internal and external controls, including contractual protections with employees, customers, contractors and business partners. We license some of our software through agreements that impose specific restrictions on our customers' ability to use the software, such as prohibiting reverse engineering and limiting the use of copies. We also require employees and contractors to sign non-disclosure agreements and invention assignment agreements to give us ownership of intellectual property developed in the course of working for us.

Consistent with common industry practices, we sometimes utilize open source software or third party software products to meet our clients' needs.

Financial Information About Geographic Areas

All of our customers are entities organized and located within the United States. We do not derive any customer revenue from countries outside the United States.

Employees

As of February 10, 2016, we had approximately 3,152 full-time employees, as well as approximately 106 part-time employees. Of these employees, approximately 1,382 full-time and all part-time employees were located in the U.S., and approximately 1,770 full-time employees were located in India. Our employees are not represented by a labor union and we consider our current employee relations to be good.

As a services business, our employees' skills and experience are significant assets. We expend significant effort searching for individuals with extensive experience in healthcare or revenue process management issues in complex industries. Our less experienced employees attend training sessions. In addition, all of our employees are required to undergo mandatory compliance training, including HIPAA compliance training.

Corporate Information

We are incorporated in Delaware and were named Healthcare Services, Inc. from July 2003 until August 2009 when we changed our name to Accretive Health, Inc. Our principal executive offices are located at 401 North Michigan Avenue, Suite 2700, Chicago, Illinois 60611, and our telephone number is (312) 324-7820.

Information Availability

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports are available free of charge on our website at www.accretivehealth.com under the "Investor Relations" page as soon as reasonably practicable after such material is electronically filed with, or furnished to, the Securities and Exchange Commission, or the SEC. The content on any website referred to in this Annual Report on Form 10-K is not incorporated by reference into this report, unless expressly noted otherwise.

Item 1A. ***Risk Factors***

Risks Relating to our Business and Industry

We may not be able to achieve or maintain profitability.

We incurred net losses in 2015, 2014, 2012, 2011 and 2010. We expect to report additional quarterly and annual losses in future periods, in accordance with United States generally accepted accounting principles, or GAAP. We incurred significant costs in 2015, 2014, 2013 and 2012 including, among other things, costs related to exploration of strategic alternatives, legal defense, crisis management, stranded personnel and/or restructuring related to previously settled lawsuits filed against us as well as the Restatement, and are likely to continue to incur additional costs in connection with certain of these matters in 2016. Further, in connection with the A&R MPSA, we expect to incur additional costs for investments in technology, facilities and talent to support the anticipated growth of our business. We intend to continue to increase our operating expenses associated with sales and marketing in future years in an effort to expand our business. If our revenue does not increase to offset these increases in costs, our operating results would be adversely affected. You should not consider our historical operating results as indicative of future operating results, and we cannot assure you that we will be able to achieve or maintain profitability in the future. Each of the risks described in this "Risk Factors" section, as well as other factors, may adversely affect our future operating results.

Litigation has materially adversely affected our business, financial condition, operating results and cash flows and caused unfavorable publicity and is likely to continue to do so.

We are currently and have in the past been involved in lawsuits, claims, audits and investigations, including lawsuits and investigations related to the Restatement and our business operations and practices. These lawsuits, claims, audits and investigations, which are described in "Part I – Item 3 – Legal Proceedings", have resulted in, and may lead to additional, unfavorable publicity for us and may continue to materially adversely affect, our business, financial condition, operating results and cash flows in various ways, including having a disruptive effect upon the operation of our business and consuming the time and attention of our senior management.

In addition, we have incurred substantial expenses in connection with these litigation matters, including substantial fees for attorneys. Although we maintain insurance that may provide coverage for some or all of these expenses, and we have given notice to our insurers of the claims, our insurers have responded by reserving their rights under the policies, including the rights to deny coverage under various policy exclusions. There is risk that the insurers will rescind the policies, that some or all of the claims will not be covered by such policies, or that, even if covered, our ultimate liability will exceed the available insurance.

We are unable to predict the outcome of pending legal actions. The ultimate resolutions of our pending litigation could have a material adverse effect on our financial results, financial condition or liquidity, and on the trading price of our common stock.

In addition, we may become subject to future lawsuits, claims, audits and investigations that could result in the incurrence of substantial additional expense, subject us to significant liability, result in significant settlement payments or further divert management’s attention from our business, and thereby materially adversely affect our business, financial condition, operating results and cash flows.

If we are unable to retain our existing customers or acquire new customers, our financial condition will suffer.

Our success depends in part upon the retention of our customers and our ability to acquire new customers. We derive our net services revenue primarily from managed services agreements pursuant to which we receive performance-based fees. Customers can elect not to renew their managed services agreements with us upon expiration. If a managed services agreement is not renewed for any reason, we would not derive the financial

benefits that we would expect to derive by serving that customer beyond the initial term of our managed services agreement. If a managed services agreement is terminated for any reason, including for example, if we are found to be in violation of certain federal or state laws or excluded from participating in federal and state healthcare programs such as Medicare and Medicaid, we will not receive the payments we would have otherwise anticipated receiving over the life of the agreement.

Some of our managed services agreements require us to adhere to extensive, complex data security, network access and other institutional procedures and requirements of our customers, and we cannot guaranty that some of our customers will not allege that we have not complied with all such procedures and requirements. If we breach a managed services agreement or, for certain of our managed services agreements, fail to perform in accordance with contractual service levels, we may be liable to the customer for damages, and either we or the customer may generally terminate an agreement for a material uncured breach by the other. Any of these events could adversely affect our business, financial condition, operating results and cash flows. A healthcare organization with multiple affiliates not affiliated with Ascension that contract with us individually under a master services agreement can also terminate their agreements with us if we become the subject of a formal investigation by a federal or state government authority or an administrative proceeding, criminal action or civil enforcement action is filed against us, in each case alleging we engaged in illegal conduct and such conduct is related to the provision of services to such customer or other services of the same type for other customers, and such investigation, proceeding or action, in such customer's reasonable opinion, is likely to result in material reputational damage to such customer. Affiliates of such customer may also terminate their agreements with us for convenience, subject to paying us a termination fee if such termination occurs within the first 30 months of contracting with us. In addition, financial issues or other changes in customer circumstances, such as a customer change in control (including as a result of increasing consolidation within the healthcare provider industry), may cause us or the customer to seek to modify or terminate a managed services agreement. Increasing consolidation within the healthcare provider industry may also make it more difficult for us to acquire new customers, as consolidated healthcare systems may be more likely to have incumbent revenue cycle management providers or significant internal revenue cycle capabilities. For example, certain of our smaller customers have been acquired by larger healthcare systems and ceased to be customers.

Additionally, from time to time we have reached settlement agreements with customers which provided for the early terminations of those customers' agreements. For example, in 2015, four customers terminated their revenue cycle services agreements with us. The loss of customer agreements has adversely affected our operating results in 2015, 2014 and 2013, and will negatively impact our revenues and/or operating results through 2018 when the initial term under the last of these agreements would have reached its normal expiration.

The markets for our RCM service offering may develop more slowly than we expect and some potential customers for our services have been and may in the future be deterred by the Restatement, and other legal proceedings, and because they previously have made or in the future will make investments in internally developed solutions and choose to continue to rely on their own internal resources, which could adversely affect our revenue and our ability to achieve or maintain our profitability.

Our success depends, in part, on the willingness of hospitals, physicians and other healthcare providers to implement integrated solutions for the areas in which we provide services. Some hospitals may be reluctant or unwilling to implement our solutions for a number of reasons, including failure to perceive the need for improved revenue cycle operations or lack of knowledge about the potential benefits our solutions provide. In addition, some potential customers for our services may be deterred by the Restatement and legal proceedings that we have been involved with or may be involved with in the future.

Even if potential customers recognize the need to improve revenue cycle operations, they may not select solutions such as ours because they previously have made or in the future will make investments in internally developed solutions and choose to continue to rely on their own internal resources. As a result, the markets for integrated, end-to-end revenue cycle management services may develop more slowly than we expect, which could adversely affect our revenue and operating results.

Our business operations currently include the collection, on behalf of our customers, of medical co-pays and other payments that are due to our customers from their patients. This business practice has been perceived negatively by the public and this negative perception has adversely affected (and may continue to adversely affect) our business, results of operations and financial condition.

We currently collect, on behalf of our customers, medical co-pays and other non-defaulted payments that are due to our customers from their patients, pursuant to managed services agreements with our customers. Collection of these payments from patients may become a more significant part of our RCM services as industry trends continue to increase patient responsibility as a percentage of total compensation to healthcare providers. This business practice, which has received widespread, unfavorable publicity as a result of lawsuits previously initiated against us, has been negatively perceived by the public and has led us to change aspects of our business practices, made it more difficult to retain existing customers and attract new customers, extended the time it takes to enter into service agreements with new customers, and resulted in a material adverse effect on our business, results of operations and financial condition, and it may continue to do so.

We operate in a highly competitive industry, and our current or future competitors may be able to compete more effectively than we do, which could have a material adverse effect on our business, revenue, growth rates and market share.

The market for our solutions is highly competitive and we expect competition to intensify in the future. The rapid changes in the U.S. healthcare market due to financial pressures to reduce the growth in healthcare costs and from regulatory and legislative initiatives such as the ACA are increasing the level of competition. We face competition from a steady stream of new entrants, including the internal RCM staff of hospitals, as described above, and external participants. External participants that are our competitors in the revenue cycle market include software vendors and other technology-supported RCM business process outsourcing companies; traditional consultants; and information technology outsourcers. These types of external participants also compete with us in the field of population health solutions and physician advisory services (which services and capabilities have been or are being integrated into our RCM service offering). Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, regulations or customer requirements. We may not be able to compete successfully with these companies, and these or other competitors may introduce technologies or services that render our technologies or services obsolete or less marketable. Even if our technologies and services are more effective than the offerings of our competitors, current or potential customers might prefer competitive technologies or services to our technologies and services. Increased competition is likely to result in pricing pressures, which could adversely affect our margins, growth rate or market share.

We face a selling cycle of variable length to secure new RCM agreements, making it difficult to predict the timing of specific new customer relationships.

We face a selling cycle of variable length, typically spanning six to 18 months or longer, to secure a new managed services agreement. Even if we succeed in developing a relationship with a potential new customer, we may not be successful in entering into a managed services agreement with that customer. In addition, we cannot accurately predict the timing of entering into managed services agreements with new customers due to the complex procurement decision processes of most healthcare providers, which often involves high-level management or board committee approvals. Consequently, we have only a limited ability to predict the timing of specific new customer relationships. Moreover, we believe that the unfavorable publicity we received as a result of lawsuits previously initiated against us, the Restatement, and other related legal proceedings have reduced our attractiveness to some potential healthcare providers and consequently, have resulted in the lengthening of the selling cycle with potential new customers.

Delayed or unsuccessful implementation of our technologies or services with our customers or implementation costs that exceed our expectations may harm our financial results.

To implement our solutions, we work with our customer's existing vendors, management and staff and layer our proprietary technology applications on top of the customer's existing patient accounting and clinical systems. Each customer's situation is different, and unanticipated difficulties and delays may arise such as delays in, or the inability to, obtain approvals or access rights from our customers' vendors. If the implementation process is not executed successfully or is delayed, our relationship with the customer may be adversely affected and our results of operations could suffer. Implementation of our solutions also requires us to integrate our own employees into the customer's operations. The customer's circumstances may require us to devote a larger number of our employees than anticipated, which could increase our costs and harm our financial results.

Our quarterly results of operations and cash flows fluctuate as a result of many factors, some of which may be outside of our control.

Our revenues fluctuate and will continue to fluctuate widely from quarter to quarter based on revenue recognition criteria under GAAP.

In addition, the timing of any new customer additions is not likely to be uniform throughout the year, which can also cause fluctuations in our quarterly results. Operating costs are typically higher in quarters in which we add new customers because we incur expenses to implement our operating model at those customers. Further, fees billable to customers under many of our managed services agreements experience fluctuations as they are tied contractually to the level of our customers' cash receipts. Fees have a significant effect on our cash flows, and changes in the amount of fees can cause significant fluctuations in our quarter-to-quarter operating cash flows. Our cash flows can also be impacted by the timing of operating costs.

If we lose key personnel or if we are unable to attract, hire, integrate and retain our key personnel and other necessary employees, our business could be harmed.

Our future success depends in part on our ability to attract, hire, integrate and retain key personnel. Our future success also depends in part on the continued contributions of our executive officers and other key personnel, each of whom may be difficult to replace. The loss of services of any of our executive officers or key personnel, or the inability to continue to attract qualified personnel could have a material adverse effect on our business, particularly as a result of our recent restructuring activities. Competition for the caliber and number of employees we require is intense. We may face difficulty identifying and hiring qualified personnel at compensation levels consistent with our existing compensation and salary structure. In addition, we invest significant time and expense in training each of our employees, which increases their value to competitors who may seek to recruit them. If we fail to retain our employees, we could incur significant expenses in hiring, integrating and training their replacements, and the quality of our services and our ability to serve our customers could diminish, resulting in a material adverse effect on our business.

The imposition of legal responsibility for obligations related to our employees or our customers' employees could adversely affect our business and subject us to liability.

Under our agreements with customers, we work with our customers' employees engaged in the activities included in the scope of our services. Our managed services agreements establish the division of responsibilities between us and our customers for various personnel management matters, including compliance with and liability under various employment laws and regulations. We could, nevertheless, be found to have liability with our customers for actions against or by employees of our customers, including under various employment laws and regulations, such as those relating to discrimination, retaliation, wage and hour matters, occupational safety and health, family and medical leave, notice of facility closings and layoffs and labor relations, as well as similar liability with respect to our own employees, and any such liability could result in a material adverse effect on our business.

If we fail to manage our operations effectively, our business would be harmed.

We have not always been fully successful in managing the expansion of our operations which has led, at times to some customer dissatisfaction and weaknesses in our operating, internal and financial controls. To manage potential future growth, we will need to hire, integrate and retain highly skilled and motivated employees, and will need to work effectively with a growing number of customer employees engaged in revenue cycle operations. We will also need to continue to improve our financial, internal and management controls, reporting systems and procedures. If we do not effectively manage our operations, we may not be able to execute on our business plan, respond to competitive pressures, take advantage of market opportunities, satisfy customer requirements or maintain high-quality service offerings.

Disruptions in service or damage to our shared services centers and third-party operated data centers could adversely affect our business.

Our shared services centers and third-party operated data centers are essential to our business. Our operations depend on our ability to operate our shared services centers, and to maintain and protect our applications, which are located in data centers that are operated for us by third parties. We cannot control or assure the continued or uninterrupted availability of these third-party data centers. In addition, our information technologies and systems, as well as our data centers and shared services centers, are vulnerable to damage or interruption from various causes, including (1) acts of God and other natural disasters, war and acts of terrorism and (2) power losses, computer systems failures, internet and telecommunications or data network failures, operator error, losses of and corruption of data and similar events. We have a business continuity plan and maintain insurance against fires, floods, other natural disasters and general business interruptions to mitigate the adverse effects of a disruption, relocation or change in operating environment at one of our data centers or shared services centers, but the situations we plan for and the amount of insurance coverage we maintain may not be adequate in every particular case. In addition, the occurrence of any of these events could result in interruptions, delays or cessations in service to our customers, or in interruptions, delays or cessations in the direct connections we establish between our customers and payers. Any of these events could impair or inhibit our ability to provide our services, reduce the attractiveness of our services to current or potential customers and adversely affect our financial condition and results of operations.

In addition, despite the implementation of security measures, our infrastructure, data centers, shared services centers or systems that we interface with, including the internet and related systems, may be vulnerable to physical break-ins, hackers, improper employee or contractor access, computer viruses, programming errors, denial-of-service attacks or other attacks by third parties seeking to disrupt operations or misappropriate information or similar physical or electronic breaches of security. Any of these can cause system failure, including network, software or hardware failure, which can result in service disruptions. As a result, we may be required to expend significant capital and other resources to protect against security breaches and hackers or to alleviate problems caused by such breaches.

If our security measures are breached or fail and unauthorized access is obtained to a customer's data, our service may be perceived as not being secure, the attractiveness of our services to current or potential customers may be reduced, and we may incur significant liabilities.

Our services involve the storage and transmission of customers' proprietary information and protected health, financial, payment and other personal information of patients. We rely on proprietary and commercially available systems, software, tools and monitoring, as well as other processes, to provide security for processing, transmission and storage of such information, and because of the sensitivity of this information, the effectiveness of such security efforts is very important. The systems currently used for transmission and approval of credit card transactions, and the technology utilized in credit cards themselves, all of which can put credit card data at risk, are determined and controlled by the payment card industry, not by us. If our security measures are breached or fail as a result of third-party action, employee error, malfeasance or otherwise, someone may be able to obtain unauthorized access to customer or patient data. Improper activities by third parties, advances in computer and software capabilities and encryption technology, new tools and discoveries and other events or developments may facilitate or result in a compromise or breach of our computer systems. Techniques used to obtain unauthorized access or to sabotage

systems change frequently and generally are not recognized until launched against a target, and we may be unable to anticipate these techniques or to implement adequate preventive measures. Our security measures may not be effective in preventing these types of activities, and the security measures of our third-party data centers and service providers may not be adequate. If a breach of our security occurs, we could face damages for contract breach, penalties for violation of applicable laws or regulations, possible lawsuits by individuals affected by the breach and significant remediation costs and efforts to prevent future occurrences. In addition, whether there is an actual or a perceived breach of our security, the market perception of the effectiveness of our security measures could be harmed and we could lose current or potential customers.

We may be liable to our customers or third parties if we make errors in providing our services, and our anticipated net services revenue may be lower if we provide poor service.

The services we offer are complex, and we make errors from time to time. Errors can result from the interface of our proprietary technology applications and a customer's existing technologies or we may make human errors in any aspect of our service offerings. The costs incurred in correcting any material errors may be substantial and could adversely affect our operating results. Our customers, or third parties such as our customers' patients, may assert claims against us alleging that they suffered damages due to our errors, and such claims could subject us to significant legal defense costs in excess of our existing insurance coverage and adverse publicity regardless of the merits or eventual outcome of such claims. In addition, if we provide poor service to a customer and the customer therefore realizes less improvement in revenue yield, the incentive fee payments to us from that customer will be lower than anticipated.

We offer our services in many jurisdictions and, therefore, may be subject to federal, state and local taxes that could harm our business or that we may have inadvertently failed to pay.

We may lose sales or incur significant costs should various tax jurisdictions be successful in imposing taxes on a broader range of services. Imposition of such taxes on our services could result in substantial unplanned costs, would effectively increase the cost of such services to our customers and may adversely affect our ability to retain existing customers or to gain new customers in the areas in which such taxes are imposed.

Our growing operations in India expose us to risks that could have a material adverse effect on our costs of operations.

We employ a significant number of persons in India and expect to continue to add personnel in India. While there are cost and service advantages to operating in India, significant growth in the technology sector in India has increased competition to attract and retain skilled employees and has led to a commensurate increase in compensation expense. In the future, we may not be able to hire and retain such personnel at compensation levels consistent with our existing compensation and salary structure in India. In addition, our reliance on a workforce in India exposes us to disruptions in the business, political and economic environment in that region. Maintenance of a stable political environment is important to our operations, and terrorist attacks and acts of violence or war may directly affect our physical facilities and workforce or contribute to general instability. Our operations in India require us to comply with local laws and regulatory requirements, which are complex and of which we may not always be aware, and expose us to foreign currency exchange rate risk. Our Indian operations may also subject us to trade restrictions, reduced or inadequate protection for intellectual property rights, security breaches and other factors that may adversely affect our business. Negative developments in any of these areas could increase our costs of operations or otherwise harm our business.

Negative public perception in the United States regarding offshore outsourcing and proposed legislation may increase the cost of delivering our services.

Offshore outsourcing is a politically sensitive topic in the United States. For example, various organizations and public figures in the United States have expressed concern about a perceived association between offshore outsourcing providers and the loss of jobs in the United States. In addition, there has been publicity about the negative experience of certain companies that use offshore outsourcing, particularly in India. Current or prospective

customers may elect to perform such services themselves or may be discouraged from transferring these services from onshore to offshore providers to avoid negative perceptions that may be associated with using an offshore provider. Any slowdown or reversal of existing industry trends towards offshore outsourcing would increase the cost of delivering our services if we had to relocate aspects of our services from India to the United States where operating costs are higher.

Legislation in the United States may be enacted that is intended to discourage or restrict offshore outsourcing. In the United States, federal and state legislation has been proposed, and in several states enacted, to restrict or discourage U.S. companies from outsourcing their services to companies outside the United States. Further, through rule making or executive action, some states have imposed limitations on offshore outsourcing of administrative services for the Medicaid program. It is possible that additional legislation could be adopted or regulatory guidance issued that would restrict U.S. private sector companies that have federal or state government contracts, or that receive government funding or reimbursement, such as Medicare or Medicaid payments, from outsourcing their services to offshore service providers. Any changes to existing laws or the enactment of new legislation restricting offshore outsourcing in the United States may adversely affect our ability to do business, particularly if these changes are widespread, and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We have identified material weaknesses in our internal control over financial reporting which, if not corrected, could affect the reliability of our consolidated financial statements and have other adverse consequences.

Section 404 of the Sarbanes-Oxley Act and the related SEC rules require management of certain public companies to assess the effectiveness of their internal control over financial reporting annually and to include in Annual Reports on Form 10-K a management report on that assessment, together with an attestation report by an independent registered public accounting firm. Under Section 404 and the SEC rules, a company cannot conclude that its internal control over financial reporting is effective if there exist any material weaknesses in its financial controls. A material weakness is a deficiency, or combination of control deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

We have identified material weaknesses in our internal control over financial reporting as of December 31, 2015. These material weaknesses are described in "Part II - Item 9A - Controls and Procedures" of this Annual Report on Form 10-K. We have taken and will continue to take actions to remediate the material weaknesses and improve the effectiveness of our internal control over financial reporting. We cannot, however, assure you that we will be able to correct these material weaknesses in a timely manner. Any failure in the effectiveness of internal control over financial reporting, particularly if it results in misstatements in our financial statements, could cause us to fail to meet our reporting obligations and could adversely affect investor perceptions of our company. In addition, we have been required to expend significant time and resources in connection with internal control remediation, and the attention of our management team has been diverted by such efforts.

As a result of our Restatement, we face limitations in registering securities for a public offering or acquisitions, which could adversely affect our business.

As a result of the Restatement and our delayed filings, we are ineligible to use "short-form" registration statements that would allow us to incorporate by reference our SEC reports into our registration statements, or to use "shelf" registration statements until we have filed all of our periodic reports in a timely manner for a period of 12 months. This could increase the costs of selling securities publicly and could significantly delay such sales and adversely affect our business.

Our ability to use our net operating loss carryforwards may be limited.

As of December 31, 2015, we had approximately $123.0 million of federal net operating loss carryforwards for U.S. income tax purposes that begin to expire in 2033. Section 382 of the Internal Revenue Code imposes limitations on a corporation's ability to use its net operating loss carryforwards if it experiences an "ownership change." Similar rules and limitations may apply for state income tax purposes. In the event an "ownership change" were to occur in the future, our ability to utilize our net operating losses could be limited. If our net operating loss carryforwards are limited, and we have taxable income which exceeds the available net operating loss carryforwards for that period, we would incur an income tax liability even though net operating loss carryforwards may be available in future years prior to their expiration.

Risks Related to Ascension and the Transactions

Hospital systems affiliated with Ascension currently account for a significant portion of our net services revenue as well as our gross cash generated from contracting activities, and we have several other customers that have each accounted for 10% or more of our gross cash generated from contracting activities in past periods. The termination or expiration of our A&R MPSA with Ascension, or any significant loss of business from our large customers, would have a material adverse effect on our business, results of operations and financial condition.

Hospital systems affiliated with Ascension have accounted for a significant portion of our net services revenue each year since our formation. In 2015, 2014 and 2013, net services revenue from hospitals affiliated with Ascension represented 45%, 12% and 73% of our total net services revenue, respectively, in such periods. Additionally, in 2015, 2014 and 2013, gross cash generated from customer contracting activities, as defined in "Part II - Item 6 - Selected Consolidated Financial Data", with hospital systems affiliated with Ascension represented 59%, 53% and 42%, respectively, of our total gross cash generated from contracting activities in such periods. St. John Health (an affiliate of Ascension) individually accounted for 0%,12% and 28% of our total net services revenue and 14%, 12% and 7% of our gross cash generated from contracting activities in 2015, 2014 and 2013, respectively. Additionally, Columbia St. Mary's (an affiliate of Ascension) individually accounted for 45% and 0% of our total net services revenue and 11% and 10% of our gross cash generated from contracting activities in 2015 and 2014, respectively. Additionally, in 2014, Sacred Heart (also affiliate of Ascension) individually accounted for 12% of our total net services revenue and 1% of our gross cash generated from contracting activities.

In light of the fact that we only recognize revenues for our RCM services upon the expiration or termination of the underlying RCM customer contract, or upon other defined events in accordance with our revenue recognition policies, we believe that gross cash generated from contracting activities is a more meaningful measure of our significant customers in any given period than their respective contributions to consolidated revenue during such period. Our revenue recognition policies can result in cash flow accumulations from RCM activities over three to five years prior to a revenue recognition event, and consolidated net revenues that are inconsistent with the cash flows from the same underlying operations. We do not believe that the loss of any of our other customers that accounted for greater than ten percent of our consolidated revenues in 2015, 2014 and 2013 would have a material adverse effect on our operations or financial results. Any of our other customers, including hospital systems affiliated with Ascension, can elect not to renew their managed services agreements with us upon expiration. We intend to seek renewal of all managed service agreements with our customers, but cannot assure you that any of them will be renewed or that the terms upon which they may be renewed will be as favorable to us as the terms of the initial managed services agreements. The termination of the A&R MPSA, the loss of any of our other large customers or their failure to renew their managed services agreements with us upon expiration, or a reduction in the fees for our services for these customers could have a material adverse effect on our business, results of operations and financial condition.

Our agreements with Ascension and certain other customers require us to offer to such customer service fees that are at least as low as the fees we charge any other customer receiving comparable services at comparable or lower volumes.

Our A&R MPSA with Ascension requires us to offer to Ascension's affiliated hospital systems fees for our services that are at least as low as the fees we charge any other customer receiving comparable services at lower volumes. If we were to charge lower service fees to any other customer receiving comparable services at lower volumes, we would be obligated to charge such lower fees to the hospital systems affiliated with Ascension effective as of the date such lower charges were first implemented for such other customer. Additionally, our RCM agreement with another customer requires us to provide that customer with a gain sharing rate that is as low as the rate provided to any new customer, unless the fee arrangement with the new customer results in a greater ratio of annual aggregate fees compared to such new customer's in-scope net patient revenue than the average ratio of annual aggregate fees compared to in-scope net patient revenue for our current customer. If we offer customers lower rates than as discussed above, it could have a material adverse effect on our results of operations and financial condition.

We may be unsuccessful in integrating transitioned Ascension employees.

Under the terms of the A&R MPSA, we expect to transition a significant number of Ascension revenue cycle employees to our employment. We may experience difficulties in integrating these employees. Such difficulties may include the diversion of management’s attention from other business concerns. If we experience difficulties in integrating these employees, our business, results of operations and financial condition could be adversely affected.

The shares of Series A Preferred Stock are senior obligations, rank prior to our common stock with respect to dividends, distributions and payments upon liquidation and have other terms, such as a put right and a mandatory conversion date, that could negatively impact the value of shares of our common stock.

We have issued $200 million of Series A Preferred Stock to the Investor. The rights of the holders of our Series A Preferred Stock with respect to dividends, distributions and payments upon liquidation rank senior to similar obligations to our common stock holders. Upon our liquidation or upon certain changes of control, the holders of our Series A Preferred Stock are entitled to receive, prior and in preference to any distribution to the holders of any other class of our equity securities, an amount equal to the greater of the outstanding principal plus all accrued and unpaid dividends on such Series A Preferred Stock (which cumulative dividends accrue at the rate of 8.0% per annum and compound quarterly) and the amount such holders would have received if such Series A Preferred Stock had been converted into common stock.

The terms of the Series A Preferred Stock provide rights to their holders that could negatively impact our Company. Shares of our Series A Preferred Stock may be converted at any time at the option of the holder at an effective initial conversion price of $2.50 per share (which conversion price is subject to adjustment upon the occurrence of certain events).

Further, so long as Investor owns at least 25% of our common stock on an as-converted basis, no dividends on our common stock (or any other equity securities junior in right to the Series A Preferred Stock) may be paid without the consent of the Investor. To the extent any dividend, distributions or other payments are made on our common stock, the holders of the Series A Preferred Stock shall have the right to participate on an as converted basis in any such dividends, distributions or other payments. The existence of such a senior security could have an adverse effect on the value of our common stock.

The Investor, an affiliate of TowerBrook and Ascension, is a significant shareholder in us and may have conflicts of interest with us or you in the future.

In connection with the Transactions, we entered into a purchase agreement with the Investor and Ascension, pursuant to which we issued (i) 200,000 shares of our Series A Preferred Stock for an aggregate price of $200 million and (ii) a warrant to acquire up to 60 million shares of our common stock. As a result of this ownership, so long as certain ownership thresholds are met, the Investor, among other things, has the right to nominate a majority

of the members of our board of directors, or Board, and has a consent right over certain corporate actions, including the declaration of any dividend, any amendment of the A&R MPSA, the incurrence of indebtedness in excess of $25.0 million, the acquisition of any assets or properties or the making of any capital expenditures in excess of $10.0 million, the approval of our annual budget and the hiring or termination of our chief executive officer. In addition, as of the closing of the Transactions, the issued and outstanding Series A Preferred Stock would represent approximately 44% of the current voting power at a meeting of our stockholders.

The interests of the Investor and its affiliates may differ from our other stockholders in material respects. For example, the Investor may have an interest in pursuing acquisitions, divestitures, financings (including financings that are secured and senior to the Series A Preferred Stock) or other transactions that, in their judgment, could enhance their equity investments, even though such transactions might involve risks to you. Additionally, Ascension is an affiliate of Investor and as our largest customer their interests may differ from yours. The Investor or its affiliates or advisors are also in the business of making or advising on investments in companies, and may from time to time in the future, acquire interests in, or provide advice to, businesses that directly or indirectly compete with certain portions of our business or are suppliers or customers of ours. They may pursue acquisition opportunities that may be complementary to our business and, as a result, those acquisition opportunities may not be available to us. You should consider that the interests of these holders may differ from yours in material respects.

Regulatory Risks

The healthcare industry is heavily regulated. Our failure to comply with regulatory requirements could create liability for us, result in adverse publicity and adversely affect our business.

The healthcare industry is heavily regulated and is subject to changing political, legislative, regulatory and other influences. Many healthcare laws are complex, and their application to specific services and relationships may not be clear. In particular, many existing healthcare laws and regulations, when enacted, did not anticipate the services that we provide. There can be no assurance that our operations will not be challenged or adversely affected by enforcement initiatives. Enforcement activity is growing and is an identified priority of federal and state governments. Our failure to accurately anticipate the application of these laws and regulations to our business, or any other failure to comply with regulatory requirements, could create liability for us, result in adverse publicity and adversely affect our business. Federal and state legislatures and agencies frequently consider proposals to revise laws that impact the healthcare industry or to revise or create additional statutory and regulatory requirements. Such proposals, if implemented, could adversely affect our operations, the attractiveness of our services to existing customers and our ability to market new services, or could create unexpected liabilities for us. We are unable to predict what changes to laws or regulations might be made in the future or how those changes could affect our business or our operating costs.

Developments in the healthcare industry, including national healthcare reform, could adversely affect our business.

The healthcare industry has changed significantly in recent years and we expect that significant changes will continue to occur. The timing and impact of developments in the healthcare industry are difficult to predict. We cannot be sure that the markets for our services will continue to exist at current levels or that we will have adequate technical, financial and marketing resources to react to changes in those markets. Many of the provisions of the ACA, which was enacted in 2010, first became effective in 2014. Therefore, it is not yet possible for us to accurately predict if, or how, these changes will impact our ability to develop increases in revenue yield for our customers, encourage more companies to enter our market, provide advantages to our competitors and result in the development of solutions that compete with ours. Moreover, healthcare reform remains a major policy issue at the federal level, and amendments to or the repeal of existing legislation and additional healthcare legislation in the future could have adverse consequences for us or the customers we serve. Other material changes, such as the required transition to ICD-10 in October 2015, have required and will continue to require significant system and business changes throughout the healthcare industry, and may be disruptive to our customers and our business. Such disruption could result in, among other things, the imposition of significant new challenges to our ability to achieve performance targets specified under our customer contracts, as well as a need for us to redeploy resources or to

obtain new resources in an effort to meet such challenges, all of which could adversely affect our business or our results of operations. Additionally, several reductions or changes to Medicare reimbursement have been enacted recently or will be implemented (such as the federal government sequestration reductions), which reductions and changes could reduce the amounts received by our customers and may have an adverse indirect effect on our business.

In addition, the Medicare Two-Midnight Rule, generally permits hospitals to classify Medicare patients as inpatients for billing purposes only if a physician documents a reasonable expectation that the patient will require inpatient hospital care for a continuous duration that covers two midnights. In October 2015, CMS updated and reiterated the Two-Midnight Rule in a final rule that was effective January 1, 2016. CMS also changed the short-stay inpatient medical review process so the Beneficiary and Family Centered Care Quality Improvement Organizations, rather than Medicare Administrative Contractors and Recovery Audit Contractors, conduct the initial medical reviews. Prior changes to the enforcement of the Two-Midnight Rule had reduced the demand for our PAS offerings substantially, and it is uncertain how the final rule and new medical review process will impact the demand going forward. Further, with CMS' one time offer to pay out 68% on certain categories of pending appeals by a provider in exchange for the provider withdrawing its appeal, demand for PAS appeals services may continue to decline significantly.

Healthcare reform also is causing the transition of some payment methods and provider reimbursement from volume-based reimbursement to value-based reimbursement models, which can include risk-sharing, accountable care organizations, capitation, bundled payment and other innovative approaches. While such new reimbursement models may provide us with opportunities to provide new or additional services to our customers (e.g., our value based reimbursement capabilities within our RCM services offering) and to participate in incentive based payment arrangements for our services, there can be no assurance that such new models and approaches will prove to be profitable to our customers or to us. Further, such new models and approaches may require investment by us to develop technology or expertise to offer necessary and appropriate services or support to our customers, and the amount of such investment and the timing for return of such investment are not fully known at this time due to the uncertainties of healthcare reform and payment and reimbursement model transitions that are occurring. Certain new care delivery and reimbursement models are being offered as pilot programs or as limited or transitional programs, and there is no assurance that such programs will continue or be renewed. Any of these models and approaches, and changes generally in the healthcare industry, can impact the relationships between our customers and payers, from which our customers derive revenue and with which revenue our customers pay for our services. Adoption of such new models and approaches may require compliance with a range of federal and state laws relating to fraud and abuse, insurance, reinsurance and managed care regulation, billing and collection, corporate practice of medicine restrictions and licensing, among others. Many states in which these new value-based structures are being developed lack regulatory guidance or a well-developed body of law for these new models and approaches, or may not have updated their laws or enacted legislation yet to reflect the new healthcare reform models. As a result, although we have structured, and will attempt to structure and conduct, our operations in accordance with our interpretation of current laws and regulations, new laws, regulations or guidance could have a material adverse effect on our current and future operations and could subject us to the risk of restructuring or terminating our customer agreements and arrangements, as well as the risk of regulatory enforcement, penalties and sanctions, if state enforcement agencies disagree with our interpretation of state laws.

If we violate HIPAA, the HITECH Act or state health information privacy laws, we may incur significant liabilities, and any such violations could make it more difficult to retain existing customers or attract new customers, extend the time it takes to enter into service agreements with new customers, and result in a material adverse effect on our business, results of operations and financial condition.

HIPAA contains substantial restrictions and requirements with respect to the use and disclosure of individuals' PHI. Under HIPAA, covered entities, including health plans, healthcare providers, and healthcare clearinghouses that conduct HIPAA-defined standard electronic transactions, are restricted in how they use and disclose PHI and must establish administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI maintained or transmitted by them or by others on their behalf. Most of our customers are covered entities and we are a business associate to many of those customers under HIPAA as a result of our

contractual obligations to perform certain functions on behalf of, and to provide certain services to, those customers. As a business associate, we sometimes also act as a clearinghouse in performing certain functions for our customers. In addition, although we believe that we are not a healthcare provider, if we were found to be a healthcare provider, we could have liability under the provisions of HIPAA that apply to providers as well as under state health information privacy and licensing laws. Our use and disclosure of PHI is restricted by HIPAA and the business associate agreements we are required to enter into with our covered entity customers. In 2009, HIPAA was amended by the HITECH Act to impose certain of the HIPAA privacy and security requirements directly upon business associates of covered entities and increase significantly the monetary penalties for violations of HIPAA. The HITECH Act also requires business associates to notify covered entities, who in turn must notify affected individuals and government authorities, of data security breaches involving unsecured PHI. Since the passage of the HITECH Act, enforcement of HIPAA violations has increased, as indicated by the announcement of a number of significant settlement agreements and/or sanctions by federal authorities, the pursuit of HIPAA violations by state attorneys general, and the roll-out of a new federal audit program for covered entities (which will in the future be extended to business associates).

In addition to HIPAA, most states have enacted patient confidentiality laws that protect against the unauthorized disclosure of confidential medical information, and many states have adopted or are considering further legislation in this area, including privacy safeguards, security standards and data security breach notification requirements. Such state laws, if more stringent than HIPAA, are not preempted by the federal requirements, and we must comply with them even though such state laws may be subject to different interpretations by various courts and other governmental authorities.

We have implemented and maintain physical, technical and administrative safeguards intended to protect all personal data and have processes in place to assist us in complying with applicable laws and regulations regarding the protection of this data and properly responding to any security incidents or breaches. We voluntarily sought, and received, HITRUST certification to help ensure compliance. A knowing breach of HIPAA's requirements could expose us to criminal liability. A breach of our safeguards and processes that is not due to reasonable cause or involves willful neglect could expose us to significant civil penalties and the possibility of civil litigation under HIPAA and applicable state law. In 2011, a laptop computer used by one of our employees that contained PHI for patients of two customers was stolen. The laptop was password-protected but was not encrypted, in violation of company policy. We notified both customers of the 2011 theft, which customers in turn notified the affected individuals as well as the appropriate regulators. The Minnesota Attorney General subsequently initiated a lawsuit against us, which we settled in 2012, for, among other things, alleged violations of federal and Minnesota state health privacy laws and regulations arising from the laptop theft. Laptop computers used by our employees that contained PHI have also been stolen on other occasions. We do not believe that any patient data has been compromised as a result of any of these thefts. Nonetheless, these incidents have made it more difficult to retain existing customers and attract new customers. They have also extended the time it takes to enter into service agreements with new customers, and could result in a material adverse effect on our business, results of operations and financial condition.

If we fail to comply with federal and state laws governing submission of false or fraudulent claims to government healthcare programs and financial relationships among healthcare providers, we may be subject to civil and criminal penalties or loss of eligibility to participate in government healthcare programs.

A number of federal and state laws, including anti-kickback restrictions and laws prohibiting the submission of false or fraudulent claims, apply to healthcare providers, physicians and others that make, offer, seek or receive payments or split fees for referrals of products or services that may be paid for through any federal or state healthcare program and, in some instances, any private program. These laws are complex and their application to our specific services and relationships may not be clear and may be applied to our business in ways that we do not anticipate. Federal and state regulatory and law enforcement authorities have recently increased enforcement activities with respect to Medicare and Medicaid fraud and abuse regulations and other healthcare reimbursement laws and rules. From time to time, participants in the healthcare industry receive inquiries or subpoenas to produce documents in connection with government investigations. We could be required to expend significant time and resources to comply with these requests, and the attention of our management team could be diverted by these

efforts. Furthermore, if we are found to be in violation of any federal or state fraud and abuse laws, we could be subject to civil and criminal penalties, forced to restructure our business and excluded from participating in federal and state healthcare programs such as Medicare and Medicaid which would result in significant harm to our business and financial condition.

The federal healthcare anti-kickback law prohibits any person or entity from offering, paying, soliciting or receiving anything of value, directly or indirectly, for the referral of patients covered by Medicare, Medicaid and other federal healthcare programs or the leasing, purchasing, ordering or arranging for or recommending the lease, purchase or order of any item, good, facility or service covered by these programs. Many states have adopted similar prohibitions against kickbacks and other practices that are intended to induce referrals, and some of these state laws are applicable to all patients regardless of whether the patient is covered under a governmental health program or private health plan. New payment structures, such as accountable care organizations and other arrangements involving combinations of hospitals, physicians and other providers who share payment savings, potentially implicate anti-kickback and other fraud and abuse laws. We seek to structure our business relationships and activities to avoid any activity that could be construed to implicate the federal healthcare anti-kickback law and similar laws. We cannot assure you, however, that our arrangements and activities will be deemed outside the scope of these laws or that increased enforcement activities will not directly or indirectly have a material adverse effect on our business, financial condition or results of operations. Any determination by a federal or state agency or court that we have violated any of these laws could subject us to civil or criminal penalties, could require us to change or terminate some portions of our operations or business, could disqualify us from providing services to healthcare providers doing business with government programs, could give our customers the right to terminate our managed services agreements with them and, thus, could have a material adverse effect on our business and results of operations. Moreover, any violations by, and resulting penalties or exclusions imposed upon, our customers could adversely affect their financial condition and, in turn, have a material adverse effect on our business and results of operations.

There are also numerous federal and state laws that forbid submission of false information or the failure to disclose information in connection with the submission and payment of healthcare provider claims for reimbursement. In particular, the federal FCA, prohibits a person from knowingly presenting or causing to be presented a false or fraudulent claim for payment or approval by an officer, employee or agent of the United States. In addition, the FCA prohibits a person from knowingly making, using, or causing to be made or used a false record or statement material to such a claim. The FCA may be enforced by the government or by private whistleblowers under the "qui tam" provisions of the statute. Whistleblowers are entitled to a share of any recovery in a FCA case. Changes to the FCA enacted as part of the ACA make it easier for whistleblowers to bring FCA claims. Violations of the FCA may result in treble damages, significant monetary penalties, and other collateral consequences including, potentially, exclusion from participation in federally funded healthcare programs. The scope and implications of the amendments to the FCA pursuant to the FERA have yet to be fully determined or adjudicated and as a result it is difficult to predict how future enforcement initiatives may affect our business.

These laws and regulations may change rapidly, and it is frequently unclear how they apply to our business. Errors created by our proprietary applications or services that relate to entry, formatting, preparation or transmission of claim or cost report information may be determined or alleged to cause the submission of false claims or otherwise be in violation of these laws and regulations. Any failure of our proprietary applications or services to comply with these laws and regulations could result in substantial civil or criminal liability and could, among other things, adversely affect demand for our services, invalidate all or portions of some of our managed services agreements with our customers, require us to change or terminate some portions of our business, require us to refund portions of our base fee revenues and incentive payment revenues, cause us to be disqualified from serving customers doing business with government payers, and give our customers the right to terminate our managed services agreements with them, any one of which could have a material adverse effect on our business.

We cannot be certain that governmental officials responsible for enforcing EMTALA, or other parties, will not assert that our customers are in violation of EMTALA, and defending and settling allegations of EMTALA violations could have a material adverse effect on our business even if we are ultimately not found to have contributed to such violations.

EMTALA requires Medicare-participating hospitals that have emergency departments to provide a medical screening examination and stabilizing treatment to all individuals who come to the hospital seeking treatment of an emergency medical condition, regardless of the patient's ability to pay for the care. Sanctions for failing to fulfill these requirements include exclusion from participation in the Medicare and Medicaid programs and civil monetary penalties. In addition, the law creates private civil remedies that enable an individual who suffers personal harm as a direct result of a violation of the law to sue the offending hospital for damages and equitable relief.

Since we are not a healthcare provider, EMTALA is not applicable to us, but we cannot be certain that governmental officials responsible for enforcing EMTALA, or other parties, will not assert that our customers are in violation of EMTALA. If our customers are found to have violated EMTALA, they may assert claims that our management practices contributed to the violation. Defending and settling allegations of EMTALA violations could have a material adverse effect on our business even if we are ultimately not found guilty of a violation.

Our failure to comply with debt collection and other consumer protection laws and regulations could subject us to fines and other liabilities, which could harm our reputation and business, and could make it more difficult to retain existing customers or attract new customers, extend the time it takes to enter into service agreements with new customers, and result in a material adverse effect on our business, results of operations and financial condition.

The FDCPA regulates persons who regularly collect or attempt to collect, directly or indirectly, consumer debts in default that are owed or asserted to be owed to another person. However, our business practices that involve collecting, or assisting our customers in collecting, non-defaulted amounts owed by patients for current and prior services activities may be determined to be subject to the FDCPA. Many states impose additional requirements on debt collection communications, and some of those requirements may be more stringent than the federal requirements. Moreover, regulations governing debt collection are subject to changing interpretations that may be inconsistent among different jurisdictions. Further, we are subject to the TCPA, which imposes certain restrictions on companies that place telephone calls to consumers.

We could incur costs or could be subject to fines or other penalties under the TCPA, the FDCPA and the FTC Act if we are determined to have violated the provisions of those regulations during the course of conducting our operations. We, or our customers, could be required to report such breaches to affected consumers or regulatory authorities, leading to disclosures that could damage our reputation or harm our business, financial position and operating results. As a result of the theft of a laptop in 2011 giving rise to a lawsuit against us by the Minnesota Attorney General and a related FTC inquiry of our data security practices, in December 2013, we entered into a consent order with the FTC pursuant to which no fine or penalty was paid but in which we agreed, among other things, to maintain a comprehensive information security program reasonably designed to protect the security, confidentiality, and integrity of personal information collected from or about consumers. Future allegations of this type could require us to change aspects of our business practices, make it more difficult to retain existing customers or attract new customers, extend the time it takes to enter into service agreements with new customers, and result in a material adverse effect on our business, results of operations and financial condition.

Potential additional regulation of the disclosure of health information outside the United States may increase our costs.

Federal or state governmental authorities may impose additional data security standards or additional privacy or other restrictions on the collection, use, transmission and other disclosures of health information. Legislation has been proposed at various times at both the federal and the state levels that would limit, forbid or regulate the use or transmission of medical information pertaining to U.S. patients outside of the United States. Some states have also imposed limitations through rule making or executive action. If additional states or the federal government were to

adopt additional limitations, that may render our operations in India impracticable or substantially more expensive. Moving such operations to the United States may involve substantial delay in implementation and increased costs.

Risks Related to Intellectual Property

We may be unable to adequately protect our intellectual property.

Our success depends, in part, upon our ability to establish, protect and enforce our intellectual property and other proprietary rights. If we fail to establish or protect our intellectual property rights, we may lose an important advantage in the market in which we compete. We rely upon a combination of patent, trademark, copyright and trade secret law and contractual terms and conditions to protect our intellectual property rights, all of which provide only limited protection. We cannot assure you that our intellectual property rights are sufficient to protect our competitive advantages. Although we have filed seven U.S. patent applications, we cannot assure you that any patents that will be issued from these applications will provide us with the protection that we seek or that any future patents issued to us will not be challenged, invalidated or circumvented. We have also been issued three U.S. patents, but we cannot assure you that they will provide us with the protection that we seek or that they will not be challenged, invalidated or circumvented. Legal standards relating to the validity, enforceability and scope of protection of patents are uncertain. Any patents that may be issued in the future from pending or future patent applications or our three issued patents may not provide sufficiently broad protection or they may not prove to be enforceable in actions against alleged infringers. Also, we cannot assure you that any trademark registrations will be issued for pending or future applications or that any of our trademarks will be enforceable or provide adequate protection of our proprietary rights.

We also rely in some circumstances on trade secrets to protect our technology. Trade secrets may lose their value if not properly protected. We endeavor to enter into non-disclosure agreements with our employees, customers, contractors and business partners to limit access to and disclosure of our proprietary information. The steps we have taken, however, may not prevent unauthorized use of our technology, and adequate remedies may not be available in the event of unauthorized use or disclosure of our trade secrets and proprietary technology. Moreover, others may reverse engineer or independently develop technologies that are competitive to ours or infringe our intellectual property.

Accordingly, despite our efforts, we may be unable to prevent third parties from infringing or misappropriating our intellectual property and using our technology for their competitive advantage. Any such infringement or misappropriation could have a material adverse effect on our business, results of operations and financial condition. Monitoring infringement of our intellectual property rights can be difficult and costly, and enforcement of our intellectual property rights may require us to bring legal actions against infringers. Infringement actions are inherently uncertain and therefore may not be successful, even when our rights have been infringed, and even if successful may require a substantial amount of resources and divert our management's attention.

Claims by others that we infringe their intellectual property could force us to incur significant costs or revise the way we conduct our business.

Our competitors protect their intellectual property rights by means such as patents, trade secrets, copyrights and trademarks. We have not conducted an independent review of patents issued to third parties. Additionally, because patent applications in the United States and many other jurisdictions are kept confidential for 18 months before they are published, we may be unaware of pending patent applications that relate to our proprietary technology. Any party asserting that we infringe its proprietary rights would force us to defend ourselves, and possibly our customers, against the alleged infringement. These claims and any resulting lawsuit, if successful, could subject us to significant liability for damages and invalidation of our proprietary rights or interruption or cessation of our operations. The software and technology industries are characterized by the existence of a large number of patents, copyrights, trademarks and trade secrets and by frequent litigation based on allegations of infringement or other violations of intellectual property rights. Moreover, the risk of such a lawsuit will likely increase as our size and scope of our services and technology platforms increase, as our geographic presence and market share expand and as the number of competitors in our market increases.

Any such claims or litigation could:

- be time-consuming and expensive to defend, whether meritorious or not;
- require us to stop providing the services that use the technology that infringes the other party's intellectual property;
- divert the attention of our technical and managerial resources;
- require us to enter into royalty or licensing agreements with third parties, which may not be available on terms that we deem acceptable, if at all;
- prevent us from operating all or a portion of our business or force us to redesign our services and technology platforms, which could be difficult and expensive and may make the performance or value of our service offerings less attractive;
- subject us to significant liability for damages or result in significant settlement payments; or
- require us to indemnify our customers, as we are required by contract to indemnify some of our customers for certain claims based upon the infringement or alleged infringement of any third party's intellectual property rights resulting from our customers' use of our intellectual property.

Intellectual property litigation can be costly. Even if we prevail, the cost of such litigation could deplete our financial resources. Litigation is also time-consuming and could divert management's attention and resources away from our business. Furthermore, during the course of litigation, confidential information may be disclosed in the form of documents or testimony in connection with discovery requests, depositions or trial testimony. Disclosure of our confidential information and our involvement in intellectual property litigation could materially adversely affect our business. Some of our competitors may be able to sustain the costs of complex intellectual property litigation more effectively than we can because they have substantially greater resources. In addition, any uncertainties resulting from the initiation and continuation of any litigation could significantly limit our ability to continue our operations and could harm our relationships with current and prospective customers. Any of the foregoing could disrupt our business and have a material adverse effect on our operating results and financial condition.

Risks Related to the Ownership of Shares of Our Common Stock

Our common stock has been delisted and is not listed on any other national securities exchange, which may negatively impact the trading price of our common stock and the levels of liquidity available to our stockholders.

Our common stock was suspended from trading on the New York Stock Exchange, or the NYSE, prior to the opening of the market on March 17, 2014 (and subsequently delisted) and began trading under the symbol "ACHI" through the facilities of the OTC Markets Group, Inc. on that date.

We can provide no assurance that we will be able to relist our common stock on a national securities exchange or that the stock will continue being traded on the over-the-counter, or OTC, marketplace. The trading of our common stock on the OTC marketplace rather than the NYSE may negatively impact the trading price of our common stock and the levels of liquidity available to our stockholders.

Securities traded in the OTC market generally have significantly less liquidity than securities traded on a national securities exchange due to factors such as the reduced number of investors that will consider investing in the securities, the reduced number of market makers in the securities, and the reduced number of securities analysts that follow such securities. As a result, holders of our common stock may find it difficult to resell their shares at prices quoted in the market or at all. Furthermore, because of the limited market and low volume of trading in our common stock that could occur, the share price of our common stock could more likely be affected by broad market fluctuations, general market conditions, fluctuations in our operating results, changes in the market's perception of

our business, and announcements made by us, our competitors, parties with whom we have business relationships or third parties. The lack of liquidity in our common stock may also make it difficult for us to issue additional securities for financing or other purposes, or to otherwise arrange for any financing we may need in the future.

The trading price of our common stock has been volatile and may continue to be volatile.

Since December 31, 2010, our common stock has traded at a price per share as high as $32.82 and as low as $1.94. The trading price of our common stock is likely to continue to be highly volatile and could be subject to wide fluctuations in response to various factors. In addition to the risks described in this section, factors that may cause the market price of our common stock to fluctuate include:

- fluctuations in our quarterly financial results or the quarterly financial results of companies perceived to be similar to us;
- changes in estimates of our financial results;
- failure to meet expectations of securities analysts;
- the loss of service agreements with customers;
- lawsuits filed against us by governmental authorities or stockholders;
- unfavorable publicity concerning our operations or business practices;
- our common stock's eligibility for stock exchange listing;
- investors' general perception of us; and
- changes in general economic, industry, regulatory and market conditions.

In addition, if the stock market in general experiences a loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, financial condition or results of operations.

Anti-takeover provisions in our charter documents and Delaware law could discourage, delay or prevent a change in control of our company and may affect the trading price of our common stock.

We are a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change in control would be beneficial to our existing stockholders. In addition, our restated certificate of incorporation and amended and restated bylaws may discourage, delay or prevent a change in our management or control over us that stockholders may consider favorable. Our restated certificate of incorporation and amended and restated bylaws:

- authorize the issuance of "blank check" preferred stock that could be issued by our Board to thwart a takeover attempt;
- until the annual meeting of stockholders to be held in 2018, provide for a classified board of directors;
- require that directors only be removed from office upon a supermajority stockholder vote;
- provide that vacancies on our Board, including newly created directorships, may be filled only by a majority vote of directors then in office;

- limit who may call special meetings of stockholders; prohibit stockholder action by written consent, requiring all actions to be taken at a meeting of the stockholders; and

- require supermajority stockholder voting to effect certain amendments to our restated certificate of incorporation and amended and restated bylaws.

At our 2015 Annual Meeting of Stockholders held on August 14, 2015, our stockholders voted to approve an amendment to our current restated certificate of incorporation that provides for the phased-in declassification of our Board and the annual election of all directors. Our Board has made conforming changes to our amended and restated bylaws. Our restated certificate of incorporation provides that directors may be removed with or without cause, with the same supermajority vote that currently applies (the affirmative vote of the holders of at least two-thirds of the shares entitled to vote at an election of directors).

We may not pay any cash dividends on our capital stock in the foreseeable future.

Although we paid cash dividends on our capital stock prior to our May 2010 initial public offering, or IPO, there is no assurance that we will pay cash dividends on our common stock in the foreseeable future. Any future dividend payments will be within the discretion of our Board and will depend on, among other things, our financial condition, results of operations, capital requirements, capital expenditure requirements, contractual restrictions, provisions of applicable law and other factors that our Board may deem relevant. We may not generate sufficient cash from operations in the future to pay dividends on our common stock.

Item 1B. ***Unresolved Staff Comments***

None.

Item 2. ***Properties***

We lease our existing facilities and do not own any real estate property.

Our corporate headquarters occupy approximately 43,000 square feet in Chicago, Illinois under a lease expiring on August 31, 2020. In addition, we have a right of first offer to lease an additional 11,100 square feet of space on another floor in the same building. We also lease office space and other facilities in Chicago, Illinois; Kalamazoo, Michigan; Southfield, Michigan; Birmingham, Alabama; Jupiter, Florida; Cape Girardeau, Missouri; and three facilities near New Delhi, India. Pursuant to our managed services agreements with customers, we occupy space on-site at all hospitals where we provide our RCM services. We generally do not pay customers for our use of space provided by them for our use in the provision of RCM services to that customer.

We believe that our facilities are sufficient for our current needs. We intend to add new facilities or expand existing facilities as we add employees or expand or change our geographic markets and office locations, and we believe that suitable additional or substitute space will be available as needed to accommodate any such expansion of our operations.

Item 3. ***Legal Proceedings***

Other than as described below, we are presently not a party to any material litigation or regulatory proceeding and are not aware of any pending or threatened litigation or regulatory proceeding against us which, individually or in the aggregate, could have a material adverse effect on our business, operating results, financial condition or cash flows.

We, along with certain of our directors and former officers, have been named in several putative shareholder derivative lawsuits filed in the U.S. District Court for the Northern District of Illinois on May 3, 2012 and July 31, 2012 (consolidated as *Maurras Trust v. Accretive Health et al.*), in the Circuit Court of Cook County, Illinois on June 23, 2012 and June 27, 2012 (consolidated as *In re Accretive Health* , *Inc. Derivative Litigation*) and in the Court of Chancery of the State of Delaware on November 5, 2012 (*Doyle v. Tolan et al* .). The primary allegations are that our directors and officers breached their fiduciary duties in connection with the alleged violations of certain federal and Minnesota privacy and debt collection laws.

On July 11, 2013, the Court of Chancery of the State of Delaware granted our motion to stay *Doyle v. Tolan et al.* , in favor of the action pending in the U.S. District Court for the Northern District of Illinois. On September 24, 2013, the U.S. District Court for the Northern District of Illinois granted our motion to dismiss without prejudice, giving plaintiffs in that case leave to file an amended consolidated complaint, which plaintiffs filed on October 22, 2013, amending their complaint to also include allegations with respect to the Restatement. On February 25, 2015, we entered a settlement agreement with plaintiffs in all aforementioned suits that would resolve the derivative actions, on the basis of certain governance reforms already implemented and payment of attorneys' fees in the amount of $0.6 million. On July 23, 2015, the U.S. District Court for the Northern District of Illinois granted final approval of the settlement agreement. The Delaware and Cook County derivative suits are within the scope of the settlement approved by the federal district court and were dismissed on August 12, 2015 and August 17, 2015, respectively.

On May 17, 2013, we, along with certain of our directors, former directors and former officers, were named as a defendant in a putative securities class action lawsuit filed in the U.S. District Court for the Northern District of Illinois (*Hughes v. Accretive Health, Inc. et al.).* The primary allegations, relating to our March 8, 2013 announcement that we would be restating our prior period financial statements, are that our public statements, including filings with the SEC, were false and/or misleading with respect to our revenue recognition and earnings prospects. On November 27, 2013, plaintiffs voluntarily dismissed our directors and former directors, other than Mary Tolan. On January 31, 2014, we filed a motion to dismiss the complaint. On September 25, 2014, the Court granted our motion to dismiss without prejudice, however, the plaintiffs filed a second amended complaint on

October 23, 2014. On November 10, 2014, we filed a motion to dismiss the second amended complaint. While that motion was still pending, on January 8, 2015, plaintiffs filed a motion to amend the second amended complaint, seeking to add allegations regarding the recently issued Restatement. On April 22, 2015, the court granted plaintiffs' motion to amend, and a third amended complaint was filed on May 13, 2015. We moved to dismiss the third amended complaint on June 3, 2015. Such motion is fully briefed and awaiting decision. On December 7, 2015, the parties executed a memorandum of understanding to resolve the suit for $3.9 million and filed a notice of settlement with the district court. On March 8, 2016, the district court granted preliminary approval to the settlement. The final fairness hearing has been set for June 28, 2016. We believe the settlement payment of $3.9 million will be covered by insurance.

The SEC's Division of Enforcement in the Chicago Regional Office commenced an investigation regarding the circumstances surrounding the Restatement following the March 8, 2013 announcement. We fully cooperated with the investigation. On December 7, 2015, we received a termination letter from the SEC indicating that the investigation has been completed and that the SEC Staff did not intend to recommend any enforcement action by the SEC.

On February 11, 2014, we were named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Southern District of Alabama (*Church v. Accretive Health, Inc* .). The primary allegation is that we attempted to collect debts without providing the notice required by the Fair Debt Collections Practice Act, or the FDCPA. On November 24, 2015, the district court granted our motion for summary judgment and dismissed the case with prejudice. Plaintiff filed a notice of appeal on December 21, 2015.

On July 22, 2014, we were named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Anger v. Accretive Health, Inc* .). The primary allegations are that we attempted to collect debts without providing the notice required by the FDCPA and Michigan Fair Debt Collection Practices Act and failed to abide by the terms of an agreed payment plan in violation of those same statutes. On August 27, 2015, the Court granted in part and denied in part our motion to dismiss. An amended complaint was filed on November 30, 2015. Discovery is underway. We believe that we have meritorious defenses and intend to vigorously defend ourselves against these claims. The outcome is not presently determinable.

On February 6, 2015, we were named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Cassale v. Accretive Health, Inc* .). The primary allegations were that we attempted to collect debts without complying with the provisions of the FDCPA. The case was settled in April 2015.

In April 2015, we were named among other defendants in an employment action brought by a former employee before the Maine Human Rights Commission, or the MHRC, alleging that she was improperly terminated in retaliation for uncovering alleged Medicare fraud. We filed our response with the MHRC on May 19, 2015 seeking that we be dismissed entirely from the action. On June 23, 2015, the MHRC issued its Notice of Right to Sue and decision to terminate its process with respect to all charges asserted by the former employee. The Plaintiff has filed a parallel *qui tam* action in the District of Maine (*Worthy v. Eastern Maine Healthcare Systems*) in which she makes the same allegations. The U.S. Department of Justice declined to intervene in the federal court action, and the case was unsealed in April 2015. We intend to file an answer and/or move to dismiss the Third Amended Complaint on March 21, 2016. We believe that we have meritorious defenses to both the potential employment law action for which the MHRC has granted the Notice of Right to Sue letter and the federal *qui tam* case, and we intend to vigorously defend ourselves against these claims. The outcomes are not presently determinable.

On June 17, 2015, we filed a confidential arbitration demand with the American Arbitration Association against Salem Hospital for unpaid fees due under the parties' Health Services Agreement in an aggregate amount of $9.3 million. On July 31, 2015, Salem Hospital filed its answer, in which it denied our claims and asserted counterclaims against us in the amount of $2.7 million. The outcome is not presently determinable.

On November 16, 2015, we were named in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Dye v. Accretive Health, Inc.*). The primary allegations were that we attempted to

collect debts without complying with the provisions of the FDCPA. The case was voluntarily dismissed on December 4, 2015.

On December 10, 2015, the plaintiff in the *Dye* action filed a class-action complaint in the Circuit Court for the County of Macomb, Michigan, alleging that our attempt to collect his debts had violated the Michigan Occupational Code. We filed a motion to dismiss the complaint on February 8, 2016 and a hearing is scheduled on March 28, 2016. We believe that we have meritorious defenses and intend to vigorously defend ourselves against the claims. The outcome is not presently determinable.

Item 4. ***Mine Safety Disclosures***

Not applicable.

PART II

Item 5. ***Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Our common stock has traded on the OTC market under the symbol "ACHI" since March 17, 2014 and is quoted through the facilities of the OTC Markets Group, Inc. Our common stock traded on the NYSE under the symbol "AH" from May 20, 2010 through March 14, 2014. Our common stock was suspended from trading on the NYSE prior to the opening of the market on March 17, 2014 (and subsequently delisted) and began trading under the symbol "ACHI" through the facilities of the OTC Markets Group, Inc. on that date. Prior to May 20, 2010, there was no public market for our common stock.

The following table sets forth the high and low closing sales prices per share of our common stock, as reported by the NYSE and the OTC Markets Group, Inc., as applicable, for the periods indicated:

	Price Range	
	High	**Low**
2014		
Quarter ended March 31, 2014	$ 9.73	$ 7.90
Quarter ended June 30, 2014	$ 9.45	$ 7.15
Quarter ended September 30, 2014	$ 9.27	$ 7.76
Quarter ended December 31, 2014	$ 9.10	$ 6.86
2015		
Quarter ended March 31, 2015	$ 6.55	$ 5.70
Quarter ended June 30, 2015	$ 5.94	$ 5.29
Quarter ended September 30, 2015	$ 5.51	$ 2.31
Quarter ended December 31, 2015	$ 3.25	$ 1.94

The closing sale price per share of our common stock, as reported by the OTC Markets Group, Inc., on March 4, 2016 was $2.68. As of March 4, 2016, there were approximately 41 stockholders of record of our common stock and approximately 2,500 beneficial holders.

Dividends

We did not pay any dividends during the years ended December 31, 2015 and 2014. We currently intend to retain earnings, if any, to finance the growth and development of our business, and we do not expect to pay any cash dividends on our common stock in the foreseeable future. Payment of future dividends, if any, will be at the discretion of our Board and will depend on, among other things, our financial condition, results of operations, capital expenditure requirements, contractual restrictions, provisions of applicable law and other factors that the Board deems relevant.

Equity Compensation Plan Information

We maintain a 2006 Second Amended and Restated Stock Option Plan, which we refer to as the 2006 Plan and a 2010 Amended and Restated Stock Incentive Plan, or the 2010 Amended Plan, and together with the 2006 Plan, the Plans. Under the 2010 Amended Plan we may issue up to a maximum of 29,374,756 shares, including any shares that remained available for issuance under the 2006 Plan as of the date of the IPO and any shares subject to awards that were outstanding under the 2006 Plan as of the date of the IPO that expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by us without the issuance of shares thereunder. We will not make any further grants under the 2006 Plan. The 2010 Amended Plan provides for the grant of incentive stock options, non-statutory stock options, restricted stock awards, or RSAs, and other share-based awards. As of December 31, 2015 , an aggregate of 16,012,417 shares were subject to outstanding options and RSAs under the Plans, 11,483,474

shares had been issued pursuant to the exercise of options issued under the Plans, and 5,148,848 shares were available for future grants of awards under the 2010 Amended Plan. However, to the extent that previously granted awards under the 2006 Plan or 2010 Amended Plan expire, terminate or are otherwise surrendered, canceled or forfeited, the number of shares available for future awards under the 2010 Amended Plan will increase.

The following table summarizes information about the securities authorized for issuance under our equity compensation plans as of December 31, 2015 :

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options	(b) Weighted-Average Exercise Price of Outstanding Options	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities reflected in Column (a))
Equity compensation plans approved by stockholders (1)(2)	8,156,465	$ 10.94	5,148,848
Equity compensation plans not approved by stockholders (3)(4)	7,103,801	$ 9.42	—
Total	15,260,266	$ 10.23	5,148,848

(1) Includes all outstanding stock options awarded under our 2006 Plan and 2010 Amended Plan.

(2) Excludes 7,855,952 shares of restricted stock that were unvested and not forfeited as of December 31, 2015.

(3) Represents stock option inducement grants made pursuant to the NYSE inducement grant rules.

(4) Excludes 1,399,980 shares of restricted stock that were unvested and not forfeited as of December 31, 2015.

We entered into a Stock Option Agreement with Stephen Schuckenbrock on April 3, 2013, as an inducement award pursuant to an exemption from the NYSE's stockholder approval requirements in connection with Mr. Schuckenbrock's appointment as our then-chief executive officer. Pursuant to this agreement, we granted Mr. Schuckenbrock a non-statutory stock option for the purchase of up to 2,903,801 shares of our common stock with an exercise price of $9.56 per share, which vests in substantially equal monthly installments over 48 months. Pursuant to an amendment to that Stock Option Agreement entered into in May 2015, such vesting continues irrespective of the termination of Mr. Schuckenbrock's service as an employee and director.

We entered into a Non-Statutory Stock Option Agreement and a Restricted Stock Award Agreement with Joseph Flanagan on June 3, 2013, each as an inducement award pursuant to an exemption from the NYSE's stockholder approval requirements in connection with Mr. Flanagan's appointment as our chief operating officer. Pursuant to the Non-Statutory Stock Option Agreement, we granted Mr. Flanagan a non-statutory stock option for the purchase of up to 800,000 shares of our common stock with an exercise price of $11.47 per share and pursuant to the Restricted Stock Award Agreement, we granted Mr. Flanagan 400,000 shares of our common stock. These equity awards to Mr. Flanagan vest in substantially equal monthly installments over 48 months subject to continued service with us.

We entered into a Non-Statutory Stock Option Agreement and a Restricted Stock Award Agreement with Dr. Emad Rizk in July 2014, each as an inducement award pursuant to an exemption from the NYSE's stockholder approval requirements in connection with Dr. Rizk's appointment as our Chief Executive Officer. Pursuant to the Non-Statutory Stock Option Agreement, we granted Dr. Rizk a non-statutory stock option for the purchase of up to 2,700,000 shares of our common stock with an exercise price of $8.98 per share and pursuant to the Restricted Stock Award Agreement, we granted Dr. Rizk a restricted stock award for 1,000,000 shares of our common stock. The stock option and one-half of the restricted stock award to Dr. Rizk vest in substantially equal annual installments over four years following the grant date, subject to continued service with us. The remaining one-half of the restricted stock award will generally vest based on a stock price performance goal of two times the closing price per share of our common stock on the grant date, which much be equaled or exceeded for at least 20 consecutive trading

days based on the average closing price for such 20-consecutive trading day period.

We also entered into a Non-Statutory Stock Option Agreement and a Restricted Stock Award Agreement with Peter P. Csapo on August 12, 2014, as an inducement award pursuant to an exemption from the NYSE's stockholder approval requirements in connection with Mr. Csapo's appointment as our Chief Financial Officer and Treasurer. Pursuant to the Non-Statutory Stock Option Agreement, we granted Mr. Csapo a non-statutory stock option for the purchase of up to 300,000 shares of our common stock with an exercise price of $8.15 per share and pursuant to the Restricted Stock Award Agreement, we granted Mr. Csapo a restricted stock award for 200,000 shares of our common stock, both of which vest in substantially equal annual installments over four years following the grant date, subject to continued service with us.

We also entered into a Non-Statutory Stock Option Agreement and a Restricted Stock Award Agreement with David Mason on November 11, 2014, as an inducement award pursuant to an exemption from the NYSE's stockholder approval requirements in connection with Mr. Mason's appointment as our Chief Strategy Officer. Pursuant to the Non-Statutory Stock Option Agreement, we granted Mr. Mason a non-statutory stock option for the purchase of up to 400,000 shares of our common stock with an exercise price of $8.30 per share and pursuant to the Restricted Stock Award Agreement, we granted Mr. Mason a restricted stock award for 300,000 shares of our common stock, both of which vest in substantially equal annual installments over four years following the grant date, subject to continued service with us.

Sales of Unregistered Securities and Use of Proceeds

Unregistered Sales of Equity Securities

We granted (i) options to purchase an aggregate of 2,231,504 shares of common stock during the year ended December 31, 2015 with exercise prices ranging from $2.39 to $6.55 per share and (ii) 8,994,729 shares of restricted stock during the year ended December 31, 2015, to employees and directors pursuant to the 2010 Amended Plan and/or in reliance upon the exemption from the registration requirements of the Securities Act of 1933, or Securities Act, provided by Section 4(a)(2) of the Securities Act as sales by an issuer not involving any public offering, as set forth in the tables below. No underwriters were involved in the foregoing transactions. All of such unregistered shares of common stock are deemed restricted securities for purposes of the Securities Act. No such options have been exercised.

The following table sets forth the dates on which such options were granted and the number of shares of common stock subject to such options, the exercise price and the number of employees and directors granted options on each date for the year ended December 31, 2015:

Date of Grant	Common Stock Subject to Options Granted	Exercise Price	Number of Employees and Directors Granted Options
1/2/2015	79,122	$ 6.55	7
1/5/2015	902,772	$ 6.15	131
2/3/2015	85,500	$ 5.84	4
4/1/2015	33,720	$ 5.71	6
4/2/2015	5,432	$ 5.59	1
5/21/2015	966,185	$ 5.41	5
7/1/2015	22,900	$ 5.45	4
7/2/2015	5,558	$ 5.40	1
7/23/2015	100,000	$ 2.39	1
10/1/2015	30,315	$ 2.50	2
	2,231,504		

The following table sets forth the dates on which such shares of restricted stock were granted, the number of shares of restricted stock and the number of employees and directors granted restricted stock on each date for the year ended December 31, 2015:

Date of Grant	Number of Shares of Restricted Common Stock Granted	Number of Employees and Directors Granted Restricted Stock
7/9/2015	1,825,946	175
7/23/2015	345,063	4
8/17/2015	2,382,420	6
12/31/2015	4,441,300	6
	8,994,729	

Under the terms of the Purchase Agreement, we issued shares of Series A Preferred Stock and the Warrant to the Investor. This issuance and sale was exempt from registration under the Securities Act, pursuant to Section 4(a)(2) of the Securities Act. The Investor represented to us that it is an "accredited investor" as defined in Rule 501 of the Securities Act and that the Series A Preferred Stock and the Warrant were being acquired for investment purposes and not with a view to, or for sale in connection with, any distribution thereof, and appropriate legends will be affixed to any certificates evidencing the shares of Series A Preferred Stock, the Warrant or any common stock issued upon conversion thereof.

Issuer Purchases of Equity Securities

The following table provides information about our repurchases of common stock during the periods indicated (in thousands, except share and per share data):

Period	Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Dollar Value of Shares that May Yet be Purchased Under Publicly Announced Plans or Programs (2)
October 1, 2015 through October 31, 2015	21,280	$ 2.52	—	$ 50,000
November 1, 2015 through November 30, 2015	110,117	$ 1.90	—	$ 50,000
December 1, 2015 through December 31, 2015	21,118	$ 2.98	—	$ 50,000

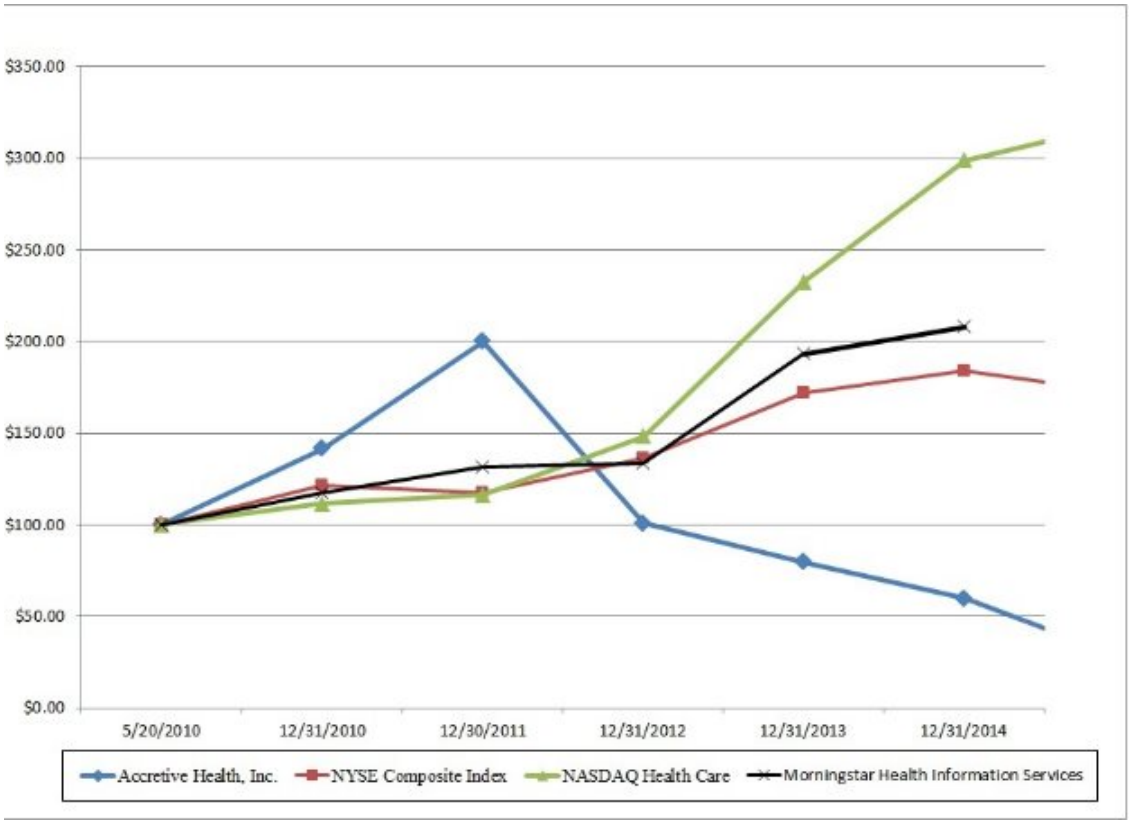
(1) Repurchases of our stock related to employees' tax withholding upon vesting of RSAs. See Note 5, Share-Based Compensation, to our consolidated financial statements included in this Annual Report on Form 10-K.

(2) On November 13, 2013, the Board authorized, subject to the completion of the Restatement, the repurchase of up to $50.0 million of our common stock from time to time in the open market or in privately negotiated transactions, or the 2013 Repurchase Program. The timing and amount of any shares repurchased under the 2013 Repurchase Program will be determined by our management based on its evaluation of market conditions and other factors. The 2013 Repurchase Program may be suspended or discontinued at any time. We currently intend to fund any repurchases from cash on hand. We did not repurchase any shares of common stock under the 2013 Repurchase Program during 2015.

Stock Price Performance Graph

The following graph compares the change in the cumulative total return (including the reinvestment of dividends) on our common stock to the change in the cumulative total return on the stocks included in the NYSE Composite Index and NASDAQ Health Care Index over the period from May 20, 2010, the date our shares of common stock began trading on the NYSE, through December 31, 2015. The graph assumes an investment of $100 made in our common stock at a price of $12.00 per share, which was the per share price to the public in our IPO and an investment in each of the other indices on May 20, 2010, the first day of trading of our shares of common stock on the NYSE. We did not pay any dividends during the period reflected in the graph.

COMPARISON OF CUMULATIVE TOTAL RETURN



		5/20/2010	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
Accretive Health, Inc.	Return %		41.47	41.42	(49.61)	(20.90)	(25.12)	(55.34)
	Cum $	100.00	141.47	200.06	100.82	79.75	59.72	26.67
NYSE Composite Index	Return %		21.58	(3.56)	16.25	26.40	6.86	(6.42)
	Cum $	100.00	121.58	117.25	136.30	172.29	184.11	172.29
Morningstar Health Information Services (1)	Return %		17.67	11.83	1.60	44.64	7.66	
	Cum $	100.00	117.67	131.59	133.69	193.37	208.19	
NASDAQ Health Care Index	Return %		11.46	4.48	27.24	57.04	28.47	6.86
	Cum $	100.00	111.46	116.45	148.17	232.69	298.93	319.43

(1) Prior to December 31, 2015, Morningstar discontinued the reporting of the Morningstar Health Information Services index to external users and, therefore, we are unable to report data for such index as of December 31, 2015 without unreasonable effort. As a result, we replaced this index with the NASDAQ Health Care Index, which we believe includes investments that are similar to the Morningstar Health Information Services index.

The comparisons shown in the graph above are based on historical data and we caution that the stock price performance shown in the graph above is not indicative of, and is not intended to forecast, the potential future performance of our common stock. The information in this "Stock Price Performance Graph" section shall not be deemed to be "soliciting material" or to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933, or the Securities Act, or the Securities Exchange Act of 1934, or the Exchange Act, except to the extent that we specifically incorporate it by reference into such filing.

Item 6. ***Selected Consolidated Financial Data***

The selected consolidated financial data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Consolidated Financial Statements and Supplementary Data," included elsewhere in this Form 10-K.

We derived the consolidated statements of operations and comprehensive income (loss) data for the years ended December 31, 2015, 2014 and 2013, and the consolidated balance sheet data as of December 31, 2015 and 2014 from our audited consolidated financial statements, which are included in this Annual Report on Form 10-K. We derived the consolidated statement of operations and comprehensive income (loss) data for the years ended December 31, 2012 and 2011 and the consolidated balance sheet data as of December 31, 2012 and 2011 from our audited restated consolidated financial statements, which are not included in this Annual Report on Form 10-K.

Selected Financial Data

	Year Ended December 31,				
	2015	2014	2013	2012	2011
	(In thousands, except per share data)				
Consolidated Statement of Operations Data:					
Net services revenue	$ 117,239	$ 210,140	$ 504,768	$ 72,254	$ 101,966
Operating expenses:					
Cost of services	168,977	182,144	186,752	188,666	158,715
Selling, general and administrative	74,963	69,883	79,951	67,750	63,268
Restatement and other	9,343	86,766	33,963	3,714	—
Total operating expenses	253,283	338,793	300,666	260,130	221,983
Income (loss) from operations	(136,044)	(128,653)	204,102	(187,876)	(120,017)
Net interest income (expense)	231	302	330	141	26
Net income (loss) before income tax provision	(135,813)	(128,351)	204,432	(187,735)	(119,991)
Income tax provision (benefit)	(51,557)	(48,731)	74,349	(67,995)	(48,246)
Net income (loss)	$ (84,256)	$ (79,620)	$ 130,083	$ (119,740)	$ (71,745)
Net income (loss) per common share					
Basic	$ (0.87)	$ (0.83)	$ 1.36	$ (1.21)	$ (0.74)
Diluted	$ (0.87)	$ (0.83)	$ 1.34	$ (1.21)	$ (0.74)

	As of December 31,				
	2015	2014	2013	2012	2011
	(In thousands)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 103,497	$ 145,167	$ 228,891	$ 176,956	$ 196,725
Working capital (1)	$ 24,237	$ 41,593	$ 124,045	$ 139,852	$ 161,539
Total assets	$ 460,289	$ 446,373	$ 509,991	$ 557,377	$ 476,280
Non-current liabilities	$ 440,975	$ 325,470	$ 202,799	$ 85,848	$ 65,074
Total stockholders' equity (deficit)	$ (213,313)	$ (142,246)	$ (85,612)	$ (236,200)	$ (101,431)

(1) We define working capital as total current assets excluding the current portion of deferred tax assets pertaining to the current portion of deferred customer billings, less total current liabilities excluding the current portion of deferred customer billings. We exclude the current portion of deferred customer billings and related deferred tax assets from the definition of working capital due to the nature of these balances. We adopted the provisions of Accounting Standards Update 2015-17, Income Taxes: Balance Sheet Classification of Deferred Taxes (Topic 740), or ASU 2015-17, on a prospective basis for the reporting period ended December 31, 2015. Consequently, under the guidance of ASU 2015-17, deferred tax assets were classified as non-current in the consolidated balance sheet for the reporting period ended

December 31, 2015. As permitted by ASU 2015-17, the current and non-current deferred tax assets were not retroactively adjusted for the prior reporting periods ended December 31, 2014 and 2013.

Non-GAAP Measures

In order to provide a more comprehensive understanding of the information used by our management team in financial and operational decision-making, we supplement our consolidated financial statements that have been prepared in accordance with GAAP with the following non-GAAP financial measures: gross and net cash generated from customer contracting activities, and adjusted EBITDA. Our Board and management team use these non-GAAP measures as (i) one of the primary methods for planning and forecasting overall expectations and for evaluating actual results against such expectations and (ii) as a performance evaluation metric in determining achievement of certain executive incentive compensation programs, as well as for incentive compensation plans for employees.

Use of Non-GAAP Financial Information

We typically invoice customers for base fees and incentive fees on a quarterly or monthly basis, and typically receive cash from customers on a similar basis. For GAAP reporting purposes, we only recognize these net operating fees and incentive fees as net services revenue to the extent that all the criteria for revenue recognition are met, which is generally upon contract renewal, termination or "other contractual agreement event", as defined in Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements included in this Annual Report on Form 10-K. As such, net operating and incentive fees are typically recognized for GAAP purposes in periods subsequent to the periods in which the services are provided. Therefore, our net services revenue and other items in our GAAP consolidated financial statements and adjusted EBITDA will typically include the effects of billings and collections from periods prior to the period in which revenue is recognized. See Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements for additional information.

Selected Non-GAAP Measures

The following table presents selected non-GAAP measures for each of the periods indicated. See below for an explanation of how we calculate and use these non-GAAP measures, and for a reconciliation of these non-GAAP measures to the most comparable GAAP measures.

	Year End December 31,				
	2015	2014	2013	2012	2011
	(In thousands)				
Non-GAAP Measures:					
Adjusted EBITDA	$ (86,568)	$ (15,668)	$ 268,689	$ (152,509)	$ (89,969)
Net cash generated from customer contracting activities	$ 26,370	$ 7,759	$ 15,562	$ 47,605	$ 55,828
Gross cash generated from customer contracting activities	$ 230,177	$ 233,567	$ 251,641	$ 272,368	$ 247,763

Gross and Net Cash Generated from Customer Contracting Activities

Gross and net cash generated from customer contracting activities reflect the change in the deferred customer billings, relative to GAAP net services revenue, and adjusted EBITDA (defined below), respectively. Deferred customer billings include the portion of both (i) invoiced or accrued net operating fees and (ii) cash collections of incentive fees, in each case, that have not met our revenue recognition criteria. Deferred customer billings are included in the detail of our customer liabilities balance in the consolidated balance sheet. Deferred customer billings are reduced by the amounts of revenue recognized when a revenue recognition event occurs. Gross cash generated from customer contracting activities is defined as GAAP net services revenue, plus the change in deferred customer billings. Accordingly, gross cash generated from customer contracting activities is the sum of (i) invoiced or accrued net operating fees, (ii) cash collections on incentive fees and (iii) other services fees.

Net cash generated from customer contracting activities is defined as adjusted EBITDA, plus the change in deferred customer billings.

These non-GAAP measures are used throughout this Form 10-K including "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Gross and net cash generated from customer contracting activities include invoices issued to customers that may remain uncollected or may be subject to credits, and cash collected may be returned to our customers in the form of concessions or other adjustments. Customer concessions and other adjustments have occurred in the past and we cannot determine the likelihood that they will again occur in the future.

Adjusted EBITDA

We define adjusted EBITDA as net income before net interest income (expense), income tax provision, depreciation and amortization expense, share-based compensation, Restatement-related expense, reorganization-related expense, strategic alternative-related expense and certain non-recurring items. The use of adjusted EBITDA to measure operating and financial performance is limited by our revenue recognition criteria, pursuant to which GAAP net services revenue is recognized at the end of a contract or "other contractual agreement event", as defined in Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements included in this Annual Report on Form 10-K. Adjusted EBITDA does not adequately match corresponding cash flows resulting from customer contracting activities. Accordingly, as described above, in order to better compare our cash flows from customer contracting activities to our operating performance, we use additional non-GAAP measures: gross and net cash generated from customer contracting activities. We use adjusted EBITDA in our reconciliation of net cash generated from customer contracting activities to our GAAP consolidated financial statements.

We understand that although non-GAAP measures are frequently used by investors, securities analysts, and others in their evaluation of companies, such measures have limitations as analytical tools, and you should not consider them in isolation or as a substitute for analysis of our results of operations as reported under GAAP. Some of these limitations are:

- Gross and net cash generated from customer contracting activities include invoiced or accrued net operating fees, and invoiced as well as collected incentive fees which may be subject to adjustment or concession prior to the end of a contract or "other contractual agreement event", as defined in Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements included in this Annual Report on Form 10-K;

- Gross and net cash generated from customer contracting activities include progress billings on incentive fees that have been collected for a number of our RCM contracts. These progress billings have, from time-to-time been subject to adjustments, and the fees included in these non-GAAP measures may be subject to adjustments in the future;

- Net cash generated from customer contracting activities and adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs;

- Net cash generated from customer contracting activities and adjusted EBITDA do not reflect share-based compensation expense;

- Net cash generated from customer contracting activities and adjusted EBITDA do not reflect income tax expenses or cash requirements to pay taxes;

- Although depreciation and amortization charges are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and net cash generated from customer contracting activities and adjusted EBITDA do not reflect cash requirements for such replacements or other purchase commitments, including lease commitments; and

- Other companies in our industry may calculate gross or net cash generated from customer contracting activities or adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

Reconciliation of GAAP and Non-GAAP Measures: The following table presents a reconciliation of adjusted EBITDA and net cash generated from customer contracting activities to net income (loss), and gross cash generated from customer contracting activities to net services revenue the most comparable GAAP measures, for each of the periods indicated.

	Year End December 31,				
	2015	2014	2013	2012	2011
	(in thousands)				
Net income (loss)	$ (84,256)	$ (79,620)	$ 130,083	$ (119,740)	$ (71,745)
Net interest (income) expense	(231)	(302)	(330)	(141)	(26)
Income tax provision (benefit)	(51,557)	(48,731)	74,349	(67,995)	(48,246)
Depreciation and amortization expense	8,462	6,047	6,823	6,355	4,862
Share-based compensation expense (1)	31,671	20,172	23,801	25,298	25,186
Restatement and other (2)	9,343	86,766	33,963	3,714	—
Adjusted EBITDA	(86,568)	(15,668)	268,689	(152,509)	(89,969)
Change in deferred customer billings (3)	112,938	23,427	(253,127)	200,114	145,797
Net cash generated from customer contracting activities	**26,370**	**7,759**	**15,562**	**47,605**	**$ 55,828**
Net services revenue (GAAP basis)	$ 117,239	$ 210,140	$ 504,768	$ 72,254	101,966
Change in deferred customer billings (3)	112,938	23,427	(253,127)	200,114	145,797
Gross cash generated from customer contracting activities	**$ 230,177**	**$ 233,567**	**$ 251,641**	**$ 272,368**	**$ 247,763**

(1) Share-based compensation expense represents the expense associated with stock options and restricted shares granted, as reflected in our Consolidated Statements of Operations. See Note 5, Share-Based Compensation, to the consolidated financial statements included in this Annual Report on Form 10-K for the detail of the amounts of share-based compensation expense.

(2) For the years ended December 31, 2015, 2014 and 2013, we incurred $2.5, $57.3 and $23.1 million in Restatement-related costs, respectively. Such costs were incurred to complete our Annual Report on Form 10-K and restate historical consolidated financial statements. In addition, we incurred $3.2, $22.1 and $5.2 million for the years ended December 31, 2015, 2014 and 2013, respectively, in reorganization-related costs as part of the effort to reduce our workforce in certain corporate, administrative and management functions. Such costs include severance payments, healthcare benefits, facilities costs and outplacement job training. Lastly, for the years ended December 31, 2015 and 2014, we incurred $3.6 and 7.4 million, respectively, in other non-recurring costs. Such costs included $3.8 million in costs related to the exploration of potential strategic alternatives, offset by a decrease of $0.2 million in employment tax expense relating to prior years incurred during the year ended December 31, 2015 and included $6.5 million in costs associated with our transformation office, or Transformation Office, which was created to provide continuity and cross functional accountability associated with the continued execution of our turnaround plan during the period subsequent to Stephen Schuckenbrock's resignation as our Chief Executive Officer and prior to the appointment of Dr. Emad Rizk as our Chief Executive Officer, and $0.9 million in additional employment tax expense relating to prior years incurred during the year ended December 31, 2014.

(3) Deferred customer billings include the portion of both (i) invoiced or accrued net operating fees and (ii) cash collections on incentive fees, in each case, that have not met our revenue recognition criteria. Deferred customer billings are included in the detail of our customer liabilities balance in the consolidated balance sheets. Deferred customer billings are reduced by revenue recognized when revenue recognition occurs. Change in deferred customer billings represents the net change in the cumulative net operating fees and incentive fees that have not met revenue recognition criteria.

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

Management's Discussion and Analysis of Financial Condition and Results of Operations, or MD&A, should be read in conjunction with our consolidated financial statements and the related notes and other financial information included elsewhere in this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. Please review "Risk Factors" of this Annual Report on Form 10-K for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a leading provider of services that help healthcare providers generate sustainable improvements in their operating margins and cash flows while also improving patient, physician and staff satisfaction for our customers. Our goal is to help our healthcare provider customers deliver high-quality care and serve their communities, and do so in a financially sustainable way. We help our customers more efficiently manage their revenue cycle process and strive to help prepare them for the evolving dynamics of the healthcare industry, particularly the challenges and opportunities presented by the shift to value-based reimbursement which is designed to reward the value, rather than the volume, of healthcare services provided.

While we cannot control the changes in the regulatory environment imposed on our customers, we believe that our role becomes increasingly more important to our customers as macroeconomic, regulatory and healthcare industry conditions continue to impose financial pressure on healthcare providers to manage their operations effectively and efficiently.

RCM continues to be our primary service offering. Our RCM offering helps our customers more efficiently manage their revenue cycle process. This encompasses patient registration, insurance and benefit verification, medical treatment documentation and coding, bill preparation and collections. We focus on optimizing our customers' entire, end-to-end revenue cycle process, which we believe is more advantageous than alternative approaches that merely focus on certain aspects or sub-processes within the revenue cycle. Our PAS offering complements our RCM offering by strengthening our customer's compliance with certain third-party payer requirements and limiting denials of claims. For example, our PAS offering helps customers determine whether to classify a hospital visit as an in-patient or an out-patient observation case for billing purposes. We believe that the population health capabilities we are integrating into our RCM offering will enhance our value-based reimbursement capabilities to help providers enter into risk-bearing arrangements with payers.

We operate our business as a single segment configured with our significant operations and offerings organized around the business of providing end-to-end RCM services to U.S.-based hospitals and other healthcare providers.

Summary of Operations

During 2015, we continued to focus our efforts on several key strategic and operational imperatives aimed at delivering on our critical customer obligations and continued to expand the depth and breadth of our services. In response to a letter received in July 2015 from Ascension, our largest customer and the nation's largest Catholic and non-profit health system, our Board commenced a strategic review process to enhance shareholder value. The strategic review process concluded in December 2015, with the announcement of a long-term strategic partnership with Ascension to renew, revise and expand our existing services agreement for a 10-year term effective February 16, 2016.

In addition, we continued to pursue the following initiatives intended to create value for our customers:

- ***Increasing investment in IT:*** Developing and licensing new proprietary technology and investing in capabilities that enable more seamless integration with our customers' existing technology.

- ***Strengthening front-line teams:*** Improving the capabilities and quality of our workforce in the field through better training and improvements in our hiring and retention processes.

- ***Simplifying our measurement model:*** Developing and implementing a less complex measurement model to improve customer satisfaction.

- ***Expanding our shared service center capabilities and infrastructure:*** Increasing opportunities for our customers to realize operating efficiencies and achieve margin improvements by utilizing our shared service centers.

We believe these initiatives will position us to help our healthcare provider customers deliver high-quality care and serve their communities, and do so in a financially sustainable way. As a result of these initiatives and our expanded relationship with Ascension, we expect to be able to grow gross cash generated from contracting activities in the RCM business in 2016 and beyond.

Net Services Revenue

Revenues from our RCM agreements consist primarily of net operating fees and incentive fees that are primarily performance-based and/or contingent fees. The vast majority of our operations relate to our RCM offering, however, the criteria for recognition of revenue for RCM services results in substantial variability in the net services revenue recognized between periods.

Other services revenue is primarily derived from our PAS offering.

The following table summarizes the composition of our net services revenue for the years ended December 31, 2015, 2014 and 2013:

	Year ended December 31,					
	2015		2014		2013	
RCM services: net operating fees	$ 66,234	56.5%	$ 77,456	36.9%	$ 224,937	44.6%
RCM services: incentive fees	20,311	17.3%	99,934	47.6%	210,303	41.7%
RCM services: other	16,381	14.0%	8,103	3.8%	3,859	0.7%
Other services fees	14,313	12.2%	24,647	11.7%	65,669	13.0%
Total net services revenue	$ 117,239	100.0%	$ 210,140	100.0%	$ 504,768	100.0%

Cost of Services

Our cost of services includes:

- ***Infused management and technology expenses.*** We incur costs related to our management and staff employees who are devoted to customer operations. These expenses consist primarily of the wages, bonuses, benefits, share-based compensation, travel and other costs associated with deploying our employees to customer sites to guide and manage our customers' revenue cycle or population health management operations. The employees we deploy to customer sites typically have significant experience in revenue cycle operations, care coordination, technology, quality control or other management disciplines. Included in these expenses is an allocation of the costs associated with maintaining, improving and deploying our integrated proprietary technology suite.

- ***Shared services center costs.*** We incur expenses related to salaries and benefits of employees in our shared services centers, as well as non-payroll costs associated with operating our shared services centers.

- ***Other expenses.*** We incur expenses related to our employees who manage PAS and other services. These expenses consist primarily of wages, bonuses, benefits, share-based compensation and other costs.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of expenses for executives, sales, corporate IT, legal, regulatory compliance, finance and human resources personnel, professional service fees related to external legal, tax, audit and advisory services, insurance premiums, facility charges and other corporate expenses.

Restatement and Other Costs

Restatement and other costs include Restatement and reorganization-related expenses, costs related to the exploration of strategic alternatives and certain other non-recurring costs. Restatement-related costs were incurred starting in early 2013, following our determination to restate financial results. We also reduced our workforce in certain corporate, administrative, operations and management functions as part of a reorganization effort beginning in June 2013 and continuing into 2015. Reorganization costs consist of severance payments, healthcare benefits and outplacement job training. In 2015, we continued to incur costs related to remediation of internal control weaknesses and higher than normal audit fees. In 2015, we incurred costs relating to review of strategic alternatives to drive long term growth. We also incurred non-recurring costs due to additional employment tax expense in 2014 relating to prior years regarding reclassification of contractors to employee status. In addition, we also incurred other non-recurring costs in 2014 related to our Transformation Office.

Interest Income

Interest income is derived from the return achieved from our cash and cash equivalents.

Income Taxes

Income tax expense consists of federal and state income taxes in the United States and other local taxes in India.

Application of Critical Accounting Policies and Use of Estimates

Our consolidated financial statements reflect the assets, liabilities and results of operations of Accretive Health, Inc. and our wholly-owned subsidiaries. All material intercompany transactions and balances have been eliminated in consolidation. Our consolidated financial statements have been prepared in accordance with GAAP.

The preparation of financial statements in conformity with GAAP requires us to make estimates and judgments that affect the amounts reported in our consolidated financial statements and the accompanying notes. We regularly evaluate the accounting policies and estimates we use. In general, we base estimates on historical experience and on assumptions that we believe to be reasonable given our operating environment. Estimates are based on our best knowledge of current events and the actions we may undertake in the future. Although we believe all adjustments considered necessary for fair presentation have been included, our actual results may differ materially from our estimates.

We believe that the accounting policies described below involve our more significant judgments, assumptions and estimates, and therefore, could have the greatest potential impact on our consolidated financial statements. In addition, we believe that a discussion of these policies is necessary to understand and evaluate the consolidated financial statements contained in this Annual Report on Form 10-K. For further information on our critical and other significant accounting policies, see Note 2, Summary of Significant Accounting Policies, to the consolidated financial statements included in this Annual Report on Form 10-K.

Revenue Recognition

Revenue is generally recognized when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) services have been rendered, (iii) a fee is fixed or determinable and (iv) collectability is reasonably assured. Our primary source of revenue is RCM service fees. We also generate revenue from other fixed fee consulting or transactional fee engagements. Net services revenue, as reported in the consolidated statement of operations and comprehensive income (loss), consist of: (a) RCM service fees and (b) professional service fees earned on a fixed fee, transactional fee or time and materials basis. RCM service fees are primarily contingent, but along with fixed fees are generally viewed as one deliverable. To the extent that certain RCM service fees are fixed and not subject to refund, adjustment or concession, these fees are generally recognized into revenue on a straight-line basis over the term of the contract.

RCM service fees that are contingent in nature are recognized as revenue once all the criteria for revenue recognition are met, which is generally at the end of a contract or other contractual agreement events. Revenue is recognized for RCM service fees upon the contract reaching the end of its stated term (such that the contract relationship will not continue in its current form) to the extent that cash has been received for invoiced fees and there are no disputes at the conclusion of the term of the contract.

If fees or services are disputed by a customer at the end of a contract, a settlement agreement entered into with the customer triggers revenue recognition. An "other contractual agreement event" occurs when a renewal or amendment to an existing contract is executed in which the parties reach agreement on prior fees. We recognize revenue up to the amount covered by such agreements.

RCM service fees generally consist of two types of contingent fees: (i) net operating fees and (ii) incentive fees.

Net Operating Fees

We generate net operating fees to the extent we are able to assist customers in reducing the cost of their revenue cycle operations. Our delivery model leverages the customers' RCM personnel. Our net operating fees consist of (i) gross base fees invoiced to customers; *less* (ii) corresponding costs of customers' revenue cycle operations which we to pay pursuant to our RCM agreements, including salaries and benefits for the customers' RCM personnel, and related third-party vendor costs; *less* (iii) any cost savings we share with customers.

Net operating fees are recorded in deferred customer billings until we recognize revenue on a customer contract at the end of a contract or upon reaching an "other contractual agreement event." The amount of unpaid costs of customers' revenue cycle operations and shared cost savings are reported as accrued service costs within customer liabilities on our consolidated balance sheet.

Incentive Fees

We also generate revenue in the form of performance-based fees when we improve our customers' revenue yield. These performance metrics vary by customer contract. However, certain contracts contain a contract-to-date performance metric that is not resolved until the end of the term of the contract. In some cases, when a customer agreement is extended under an evergreen provision or other amendment, fees may not be considered finalized until the end of the customer relationship. Incentive fees associated with performance metrics which are not resolved until the end of the term of the contract or an "other contractual agreement event" are recorded in deferred customer billings until we recognize revenue. Incentive fees are considered contingent fees.

Estimates of Cost of Customers' Revenue Cycle Operations

Cost of customers' revenue cycle operations consist of invoiced costs from customers and estimated costs not yet invoiced. These costs consist of payroll and third-party non-payroll costs. Customers' payroll costs are reasonably estimable; however, we are significantly dependent upon information generated from our customers'

records to determine the amount of third-party non-payroll costs. Furthermore, because our customers report information on a cash basis, rather than on an accrual basis, we estimate the amount of non-payroll costs incurred but not invoiced in order to properly calculate the deferred customer billings balance of the end of each reporting period. Such estimated costs are based on contractually allowable expenses, historical reimbursed costs and estimated lag in the timing of receipt of information for third-party non-payroll costs. The timing difference includes the lag between the services rendered by third-party vendors and their billings to our customers. The accruals for such costs are included in accrued service costs and are part of the net operating fees included in deferred customer billings within the customer liabilities balance in the consolidated balance sheet. These estimates are based on the best available information and are subject to future adjustments based on additional information received from our customers. Due to the variable nature of these estimates, the adjustments can have a significant impact on the deferred customer billings balance for any reporting period in the future.

Income Taxes

We account for income taxes under the asset and liability method. We record deferred tax assets and liabilities for future income tax consequences that are attributable to differences between the carrying amount of assets and liabilities for financial statement purposes and the income tax bases of such assets and liabilities. We base the measurement of deferred tax assets and liabilities on enacted tax rates that we expect will apply to taxable income in the year we expect to settle or recover those temporary differences. We recognize the effect on deferred income tax assets and liabilities of any change in income tax rates in the period that includes the enactment date.

The carrying values of deferred income tax assets and liabilities reflect the application of our income tax accounting policies, and are based on management's assumptions and estimates about future operating results and levels of taxable income, and judgments regarding the interpretation of the provisions of current accounting principles. We provide a valuation allowance for deferred tax assets if, based upon the weight of all available evidence, both positive and negative, it is more likely than not that some or all of the deferred tax assets will not be realized. We have established a partial valuation allowance with respect to certain separate state income net operating loss carryforward deferred tax assets. As of December 31, 2015, we have recorded a net deferred tax asset of approximately $1.5 million for costs related to the exploration of potential strategic alternatives. Some or all of this deferred tax asset may not be realized upon the execution of the Transactions.

The estimated effective tax rate for the year is applied to our quarterly operating results. In the event that there is a significant unusual or discrete item recognized, or expected to be recognized, in our quarterly operating results, the tax attributable to that item is calculated separately and recorded at the same time as the unusual or discrete item, such as the resolution of prior-year tax matters.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Interest and penalties related to income taxes are recognized in our tax provision in the consolidated statement of operations and comprehensive income (loss). See Note 8, Income Taxes, to our consolidated financial statements incorporated into this Annual Report on Form 10-K for additional information on income taxes.

Share-Based Compensation Expense

We determine the expense for all employee share-based compensation awards by estimating their fair value and recognizing that value as an expense, on a ratable basis, in our consolidated financial statements over the requisite service period in which our employees earn the awards. The fair value of performance and service condition stock options is calculated using the Black-Scholes option pricing model and, for market condition stock options, the fair value is estimated using Monte Carlo simulations.

To determine the fair value of a share-based award using the Black-Scholes option pricing model, we make assumptions regarding the risk-free interest rate, expected future volatility, expected life of the award, and expected forfeitures of the awards. These inputs are subjective and generally require significant analysis and judgment to develop. We aggregate all employees into one pool for valuation purposes. The risk-free rate is based on the U.S. treasury yield curve in effect at the time of grant. We estimate the expected volatility of our share price by reviewing the historical volatility levels of our common stock in conjunction with that of public companies that operate in similar industries or are similar in terms of stage of development or size and then projecting this information toward its future expected volatility. We exercise judgment in selecting these companies, as well as in evaluating the available historical and implied volatility for these companies. We calculate the expected term in years for each stock option using a simplified method based on the average of each option's vesting term and original contractual term. We apply an estimated forfeiture rate derived from our historical data and our estimates of the likely future actions of option holders when recognizing the share-based compensation expense of the options.

To determine the fair value of a share-based award using Monte Carlo simulations, we make assumptions regarding the risk-free interest rate, expected future volatility, expected dividend yield and performance period. The risk-free rate is based on the U.S. treasury yield curve in effect at the time of grant. We estimate the expected volatility of the share price by reviewing the historical volatility levels of our common stock in conjunction with that of public companies that operate in similar industries or are similar in terms of stage of development or size and then projecting this information toward our future expected volatility. Dividend yield is determined based on our future plans to pay dividends. We calculate the performance period based on the specific market condition to be achieved and derived from historical data and estimates of future performance.

We recognize compensation expense, net of forfeitures, using a straight-line method over the applicable vesting period. Each appropriate quarter, the share-based compensation expense is adjusted to reflect all options that vested or were forfeited during the period.

We account for stock options issued to non-employees based on their estimated fair value determined using the Black-Scholes option pricing model. However, the fair value of the equity awards granted to non-employees is remeasured on each balance sheet date until the awards vest, and the related expense is adjusted based on the resulting change in value, if any. The non-employee share-based compensation expense is recognized over the performance period, which is the vesting period. Upon vesting, the performance of the non-employee is deemed complete and the vested awards are not subsequently remeasured.

The fair value of modifications to share-based awards is generally estimated using the Black-Scholes option pricing model. If a share-based compensation award is modified after the grant date, incremental compensation expense is recognized in an amount equal to the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. Incremental compensation expense for vested awards is recognized immediately. For unvested awards, the sum of the incremental compensation expense and the remaining unrecognized compensation expense for the original award on the modification date is recognized over the modified service period.

New Accounting Standards

For additional information regarding new accounting guidance, see Note 2, Summary of Significant Accounting Policies, to our consolidated financial statements included in this Annual Report on Form 10-K, which provides a summary of our significant accounting policies and recently adopted accounting standards and disclosures.

Results of Operations

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

The following table provides consolidated operating results and other operating data for the periods indicated:

	Year Ended December 31,		2015 vs. 2014 Change	
	2015	2014	Amount	%
	(In thousands)			
Consolidated Statement of Operations Data:				
RCM services: net operating fees	$ 66,234	$ 77,456	$ (11,222)	(14.5)%
RCM services: incentive fees	20,311	99,934	(79,623)	(79.7)%
RCM services: other	16,381	8,103	8,278	n.m.
Other services fees	14,313	24,647	(10,334)	(41.9)%
Total net services revenue	117,239	210,140	(92,901)	(44.2)%
Operating expenses:				
Cost of services	168,977	182,144	(13,167)	(7.2)%
Selling, general and administrative	74,963	69,883	5,080	7.3 %
Restatement and other	9,343	86,766	(77,423)	(89.2)%
Total operating expenses	253,283	338,793	(85,510)	(25.2)%
Income (loss) from operations	(136,044)	(128,653)	(7,391)	5.7 %
Net interest income	231	302	(71)	(23.5)%
Net income (loss) before income tax provision	(135,813)	(128,351)	(7,462)	5.8 %
Income tax provision (benefit)	(51,557)	(48,731)	(2,826)	5.8 %
Net income (loss)	(84,256)	(79,620)	(4,636)	5.8 %
Net interest income	(231)	(302)	71	(23.5)%
Income tax provision (benefit)	(51,557)	(48,731)	(2,826)	5.8 %
Depreciation and amortization expense	8,462	6,047	2,415	39.9 %
Share-based compensation expense	31,671	20,172	11,499	57.0 %
Restatement and other	9,343	86,766	(77,423)	(89.2)%
Adjusted EBITDA	(86,568)	(15,668)	(70,900)	n.m.
Change in deferred customer billings	112,938	23,427	89,511	n.m.
Net cash generated from customer contracting activities	**$ 26,370**	**$ 7,759**	**$ 18,611**	**n.m.**
Net services revenue	$ 117,239	$ 210,140	$ (92,901)	(44.2)%
Change in deferred customer billings	112,938	23,427	89,511	n.m.
Gross cash generated from customer contracting activities	**$ 230,177**	**$ 233,567**	**$ (3,390)**	**(1.5)%**
Components of Gross Cash Generated from Customer Contracting Activities:				
RCM services: net operating fee	$ 123,185	$ 121,730	$ 1,455	1.2 %
RCM services: incentive fee	67,656	77,239	(9,583)	(12.4)%
RCM services: other	25,023	9,952	15,071	n.m.
Total RCM services fees	215,864	208,921	6,943	3.3 %
Other services fees	14,313	24,646	(10,333)	(41.9)%
Gross cash generated from customer contracting activities	**$ 230,177**	**$ 233,567**	**$ (3,390)**	**(1.5)%**

n.m.—Not meaningful

Net Services Revenue

Net services revenue decreased by $92.9 million , or 44.2% , from $210.1 million for the year ended December 31, 2014 to $117.2 million for the year ended December 31, 2015. The decrease was primarily driven by fewer RCM contractual agreement events in the year ended December 31, 2015. RCM services other revenue increased by $8.3 million in 2015 compared to 2014, primarily due to significant progress toward completion of a client accounts receivable collection project started in 2015.

In addition, other service fees decreased by $10.3 million in 2015 as compared to 2014, primarily driven by a decrease in PAS revenue of approximately $8.0 million. The decrease was the result of the two-midnight rule, a regulatory change in the healthcare industry related to billing classifications for certain hospital patients.

Gross Cash Generated from Customer Contracting Activities (Non-GAAP)

Gross cash generated from customer contracting activities decreased by $3.4 million , or 1.5% , from $233.6 million for the year ended December 31, 2014, to $230.2 million for the year ended December 31, 2015. The decrease was primarily the result of an $8.0 million decrease in PAS revenue, offset in part by an increase in gross cash generated from RCM services. RCM services other revenue increased in 2015 compared to 2014, primarily due to significant progress toward completion of a client accounts receivable collection project which started in 2015.

Gross cash generated from customer contracting activities is a non-GAAP measure. Please see "Selected Consolidated Financial Data - Selected Non-GAAP Measures" for an explanation of how we calculate and use gross cash generated from customer contracting activities and for its reconciliation to net services revenue, the most comparable GAAP measure.

Cost of Services

Cost of services decreased by $13.2 million , or 7.2% , from $182.1 million for the year ended December 31, 2014 , to $169.0 million for the year ended December 31, 2015 . The decrease in cost of services was primarily a result of decreased costs in our PAS business and a decrease in incentive compensation costs, offset by an increase in depreciation and amortization expense of $3.2 million due to investments in our shared services centers and infrastructure related to RCM.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by $5.1 million , or 7.3% , from $69.9 million for the year ended December 31, 2014 to $75.0 million for the year ended December 31, 2015 . The increase was primarily due to an increase of $11.1 million in stock based compensation expense, driven by a larger number of RSAs granted in 2015 and a cash bonus of $1.8 million paid to 2014 Bonus Plan RSA Grantees. In addition, modification of share-based awards granted to our former chief executive officer during the second quarter of 2015 resulted in a $3.1 million increase in share-based compensation. This increase was offset by a decrease in other selling, general and administrative expenses as a result of the continuation of cost reduction initiatives started in the prior year and a decrease in incentive compensation costs.

Net Cash Generated from Customer Contracting Activities (Non-GAAP)

Net cash generated from customer contracting activities increased by $18.6 million from $7.8 million for the year ended December 31, 2014 to $26.4 million for the year ended December 31, 2015. This increase was primarily due to lower cash-based cost of services and selling, general and administrative expenses offset by a decrease in gross cash generated of $3.4 million as described above. Net cash generated from customer contracting activities is a non-GAAP measure. Please see "Selected Consolidated Financial Data - Selected Non-GAAP Measures" for an explanation of how we calculate and use net cash generated from customer contracting activities and for its reconciliation to net income (loss), the most comparable GAAP measure.

Restatement and Other Costs

Restatement and other costs decreased by $77.4 million , from $86.8 million for the year ended December 31, 2014 , to $9.3 million for the year ended December 31, 2015 . The decrease was primarily driven by a reduction in Restatement-related costs of $54.8 million, reorganization-related costs of $18.9 million, and $6.5 million in costs related to our Transformation Office in 2014. This decrease was offset by $3.8 million in costs related to the review of strategic alternatives. Such costs are considered unusual in nature by the Company and are reported separately under the caption "Restatement and other" in the accompanying consolidated statement of operations and comprehensive income (loss).

Income Taxes

Tax benefit increased by $2.8 million to $ 51.6 million for the year ended December 31, 2015 from $48.7 million for the year ended December 31, 2014. Our effective tax rate was approximately 38.0% for both the years ended December 31, 2015 and 2014. Our tax rate is affected by discrete items that may occur in any given year, but not consistent from year to year.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

The following table sets forth consolidated operating results and other operating data for the periods indicated:

	Year Ended December 31,		2014 vs. 2013 Change	
	2014	2013	Amount	%
	(In thousands)			
Consolidated Statement of Operations Data:				
RCM services: net operating fees	$ 77,456	$ 224,937	$ (147,481)	(65.6)%
RCM services: incentive fees	99,934	210,303	(110,369)	(52.5)%
RCM services: other	8,103	3,859	4,244	n.m.
Other services fees	24,647	65,669	(41,022)	(62.5)%
Total net services revenue	210,140	504,768	(294,628)	(58.4)%
Operating expenses:				
Cost of services	182,144	186,752	(4,608)	(2.5)%
Selling, general and administrative	69,883	79,951	(10,068)	(12.6)%
Restatement and other	86,766	33,963	52,803	n.m.
Total operating expenses	338,793	300,666	38,127	12.7 %
Income (loss) from operations	(128,653)	204,102	(332,755)	n.m.
Net interest income	302	330	(28)	(8.5)%
Net income (loss) before income tax provision	(128,351)	204,432	(332,783)	n.m.
Income tax provision (benefit)	(48,731)	74,349	(123,080)	n.m.
Net income (loss)	(79,620)	130,083	(209,703)	n.m.
Net interest income	(302)	(330)	28	(8.5)%
Income tax provision (benefit)	(48,731)	74,349	(123,080)	n.m.
Depreciation and amortization expense	6,047	6,823	(776)	(11.4)%
Share-based compensation expense	20,172	23,801	(3,629)	(15.2)%
Restatement and other	86,766	33,963	52,803	n.m
Adjusted EBITDA	(15,668)	268,689	(284,357)	n.m.
Change in deferred customer billings	23,427	(253,127)	276,554	n.m.
Net cash generated from customer contracting activities	**$ 7,759**	**$ 15,562**	**$ (7,803)**	**(50.1)%**
Net services revenue	$ 210,140	$ 504,768	$ (294,628)	(58.4)%
Change in deferred customer billings	23,427	(253,127)	276,554	n.m.
Gross cash generated from customer contracting activities	**$ 233,567**	**$ 251,641**	**$ (18,074)**	**(7.2)%**
Components of Gross Cash Generated from Customer Contracting Activities:				
RCM services: net operating fee	$ 121,730	$ 106,453	$ 15,277	14.4 %
RCM services: incentive fee	77,239	75,660	1,579	2.1 %
RCM services: other	9,952	3,859	6,093	n.m.
Total RCM services fees	208,921	185,972	22,949	12.3 %
Other services fees	24,646	65,669	(41,023)	(62.5)%
Gross cash generated from customer contracting activities	**$ 233,567**	**$ 251,641**	**$ (18,074)**	**(7.2)%**

n.m.—Not meaningful

Net Services Revenue

Net services revenue decreased by $294.6 million, or 58.4%, from $504.8 million for the year ended December 31, 2013 to $210.1 million for the year ended December 31, 2014. The decrease was primarily driven by RCM contractual agreement events in the year ended December 31, 2013, which resulted in revenue recognition of $435.2 million. This decrease was partially offset by other contractual agreement events amounting to $177.4 million in revenue recognition for the year ended December 31, 2014.

In addition, other service fees decreased by $36.8 million in 2014 as compared to 2013, primarily driven by a decrease in PAS revenue of approximately $32.6 million. The decrease is the result of the aforementioned two-midnight rule. PAS revenue and profitability continued to be negatively impacted in 2015 by the two-midnight rule.

Gross Cash Generated from Customer Contracting Activities (Non-GAAP)

Gross cash generated from customer contracting activities decreased by $18.1 million, or 7.2%, from $251.6 million for the year ended December 31, 2013, to $233.6 million for the year ended December 31, 2014. The decrease was primarily the result of a $32.6 million decrease in PAS revenue. Additionally, 2013 also included $8.2 million in other service fees from the settlement of a former population health contract. This decrease was offset by an increase in gross cash generated with customers affiliated with Ascension, as approximately $20.1 million in credits were issued to such customers during 2013 in accordance with the terms of the new agreements entered into during the year.

Gross cash generated from customer contracting activities is a non-GAAP measure. Please see "Selected Consolidated Financial Data - Selected Non-GAAP Measures" for an explanation of how we calculate and use gross cash generated from customer contracting activities and for its reconciliation to net services revenue, the most comparable GAAP measure.

Cost of Services

Total cost of services decreased by $4.6 million, or 2.5%, from $186.8 million for the year ended December 31, 2013, to $182.1 million for the year ended December 31, 2014. The decrease in cost of services was primarily a result of decreased costs in our PAS business, offset by an increased investment in IT and the shared service centers' capabilities and infrastructure related to RCM.

Selling, General and Administrative Expenses

Selling, general and administrative expenses decreased by $10.1 million, or 12.6%, from $80.0 million for the year ended December 31, 2013 to $69.9 million for the year ended December 31, 2014. The $10.1 million decrease was primarily due to cost reduction initiatives started in the prior year.

Net Cash Generated from Customer Contracting Activities (Non-GAAP)

Net cash generated from customer contracting activities decreased by $7.8 million from $15.6 million for the year ended December 31, 2013 to $7.8 million for the year ended December 31, 2014. This decrease was primarily due to lower gross cash generated of $18.1 million, offset by a decrease of $10.1 million in selling, general and administrative expenses as described above. Net cash generated from customer contracting activities is a non-GAAP measure. Please see "Selected Consolidated Financial Data - Selected Non-GAAP Measures" for an explanation of how we calculate and use net cash generated from customer contracting activities and for its reconciliation to net income (loss), the most comparable GAAP measure.

Restatement and Other Costs

Restatement and other costs increased $52.8 million from $34.0 million for the year ended December 31, 2013 to $86.8 million for the year ended December 31, 2014. The increase was primarily driven by an increase in Restatement-related costs of $34.2 million, reorganization-related costs of $16.9 million and $6.5 million in costs incurred through our Transformation Office. This increase was offset by a decrease of $4.8 million of litigation-related and other costs. These costs are considered unusual in nature by management and are reported separately under the caption "Restatement and other" in the accompanying consolidated statement of operations and comprehensive income (loss).

Income Taxes

Tax expense decreased by $123.0 million, from $74.3 million in tax expense for the year ended December 31, 2013 to a tax benefit of $48.7 million for the year ended December 31, 2014. Our effective tax rate for the years ended December 31, 2014 and 2013 were approximately 38.0% and 36.4%, respectively. Our tax rate is affected by recurring items, permanent differences and state income taxes. It is also affected by discrete items that may occur in any given year, but are not consistent from year to year.

Liquidity and Capital Resources

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Statements of Cash Flows, are summarized in the following table:

	Year Ended December 31,		
	2015	2014	2013
	(In thousands)		
Net cash provided by (used in) operating activities	$ (23,812)	$ (77,236)	$ 54,423
Net cash used in investing activities	(22,298)	(6,034)	(1,877)
Net cash provided by (used in) financing activities	4,940	(194)	(100)
Effect of exchange rate changes on cash	(500)	(260)	(511)
Net increase (decrease) in cash and cash equivalents	$ (41,670)	$ (83,724)	$ 51,935

As of December 31, 2015, 2014 and 2013, we had cash and cash equivalents of $103.5 million, $145.2 million and $228.9 million, respectively. These balances consist primarily of highly liquid money market funds. Our cash and cash equivalents, at any time, include amounts paid to us in advance by customers for the purpose of reimbursing their revenue cycle operations costs. See Note 2, Summary of Significant Accounting Policies, to our consolidated financial statements included in this Annual Report on Form 10-K for additional information. We expect that the combination of our current liquidity and expected additional cash generated from operations will be sufficient to satisfy our anticipated cash requirement through at least the next twelve months.

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

Operating Activities

Cash from operating activities improved by $53.4 million, from cash use of $77.2 million for the year ended December 31, 2014, to cash use of $23.8 million for the year ended December 31, 2015. The improvement was primarily attributable to a decrease in Restatement expenditures of $54.8 million from $57.3 million, for the year ended December 31, 2014 to $2.5 million for the year ended December 31, 2015.

Investing Activities

Cash used in investing activities increased by $16.3 million from $6.0 million for the year ended December 31, 2014, to $22.3 million for the year ended December 31, 2015. This increase was due to the purchase of computer hardware and software and for additional leasehold improvements related to the opening of a new shared services center and purchase of short-term investments.

Financing Activities

Cash used in financing activities increased by $5.1 million for the year ended December 31, 2015 primarily due to the expiration and non-renewal of our line of credit on February 15, 2015. The $5.0 million demand deposit that secured our line of credit was reclassified from restricted cash into cash and cash equivalents at March 31, 2015 as a result of the expiration.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

Operating Activities

Cash from operating activities decreased by $131.7 million from cash provided of $54.4 million for the year ended December 31, 2013 to cash used of $77.2 million for the year ended December 31, 2014. The decrease was primarily attributable to timing of customer reimbursements and the transition of a portion of our RCM agreements to eliminate our gross base fees together with our financial obligation to pay our customers' revenue cycle operations expenses. The additional decrease is also due to an increase in Restatement and other expenditures of $52.8 million from $34.0 million for the year ended December 31, 2013 to $86.3 million for the year ended December 31, 2014.

Investing Activities

Cash used in investing activities increased by $4.1 million from $1.9 million for the year ended December 31, 2013 to $6.0 million for the year ended December 31, 2014. This increase was due to an increase in investment in IT and the shared service centers' capabilities and infrastructure.

Financing Activities

Cash used in financing activities increased by $0.1 million from $0.1 million for the year ended December 31, 2013 to $0.2 million for the year ended December 31, 2014. The decrease is a result of an increase in treasury stock purchases of $0.2 million from $0.2 million the year ended December 31, 2013 to $0.4 million for the year ended December 31, 2014, offset by an increase in excess tax benefit from share-based awards of $0.1 million.

Revolving Credit Facility

In September 2011, we reduced our outstanding line of credit with the Bank of Montreal from $15.0 million to $3.0 million. Our line of credit expired on February 15, 2015 and was not renewed. The $3.0 million line of credit could only be utilized in the form of letters of credit and was secured by a $5.0 million demand deposit with the Bank of Montreal. The line of credit had an initial term of three years and was renewable annually thereafter. As of December 31, 2014 and 2013, we had outstanding letters of credit of approximately $0.7 million and $0.9 million, respectively, which reduced the available line of credit to $2.3 million and $2.1 million, respectively.

Future Capital Needs

In connection with our strategic initiatives, we plan to continue to enhance customer service by increasing our investment in technology to enable our systems to more effectively integrate with our customers' existing technologies. We plan to continue to deploy resources to strengthen our information technology infrastructure in order to drive additional value for our customers. We also continue to invest in our shared services capabilities. We also plan on expanding our capabilities in India which will require investments. We may also selectively pursue acquisitions and/or strategic relationships that will enable us to broaden or further enhance our offerings.

Additionally, new business development remains a priority as we plan to continue to boost our sales and marketing efforts. We plan to continue to add experienced personnel to our sales organization, develop more disciplined sales processes, and create an integrated marketing capability.

Contractual Obligations

Leases

The following table presents our obligations and commitments to make future minimum rental payments under all non-cancelable operating leases having remaining terms in excess of one year as of December 31, 2015 (in thousands):

	2016	2017	2018	2019	2020	Thereafter	Total
Future minimum rental payments	$ 5,267	$ 6,559	$ 6,275	$ 5,620	$ 5,395	$ 13,178	$ 42,294

We rent office space and equipment under a series of operating leases, primarily for our Chicago corporate office, shared services centers and India operations. Our leases contain various rent holidays and rent escalation clauses and entitlements for tenant improvement allowances. Lease payments are amortized to expense on a straight-line basis over the lease term.

Uncertain Tax Positions

We have a $1.2 million liability for uncertain tax positions as of December 31, 2015 . These have been excluded from the "Contractual Obligations" table as we cannot reasonably estimate the period of cash settlement for the tax positions presented in our financial statements as a reduction of our deferred tax asset.

Off-Balance Sheet Arrangements

Other than operating leases for office space and the revolving credit facility as noted above, there were no off-balance sheet transactions, arrangements or other relationships with other persons in 2015, 2014 or 2013 that would have affected our liquidity or the availability of, or requirements for, capital resources.

Item 7A. ***Qualitative and Quantitative Disclosures about Market Risk***

Interest Rate Sensitivity . Our interest income is primarily generated from interest earned on operating cash accounts. Our exposure to market risks related to interest expense as of December 31, 2015 was limited to interest earned on our restricted cash equivalents. We do not enter into interest rate swaps, caps or collars or other hedging instruments. As a result, we believe that the risk of a significant impact on our operating income from interest rate fluctuations is not substantial.

Foreign Currency Exchange Risk . Our results of operations and cash flows are subject to fluctuations due to changes in the Indian rupee because a portion of our operating expenses are incurred by our subsidiary in India and are denominated in Indian rupees. However, we do not generate any revenues outside of the United States. For the years ended December 31, 2015, 2014 and 2013 , 7%, 5% and 4%, respectively, of our expenses were denominated in Indian rupees. As a result, we believe that the risk of a significant impact on our operating income from foreign currency fluctuations is not substantial.

Item 8. ***Consolidated Financial Statements and Supplementary Data***

The financial statements required by this Item are located beginning on page F-1 of this report.

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None

Item 9A. ***Controls and Procedures***

This Item 9A includes information concerning the controls and controls evaluation referred to in the certifications of our Chief Executive Officer and Chief Financial Officer required by Rule 13a-14 of the Exchange Act included in this Annual Report as Exhibits 31.1 and 31.2.

Overview

As previously disclosed under "Item 9A - Controls and Procedures" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, or the 2014 10-K, we concluded that our internal control over financial reporting was not effective as a result of the material weaknesses identified in the 2014 10-K.

One of our goals during the first half of 2015 was to complete, and file, our delinquent financial reports. This goal was accomplished on June 23, 2015 as we filed our 2014 10-K, and two weeks later, on July 7, 2015, we filed our Form 10-Q for the three month period ended March 31, 2015, and became current with our SEC financial statement filing requirements. During the first half of 2015, we spent considerable time, and deployed considerable resources, in redesigning our internal controls over financial reporting. Significant effort was expended in the second half of 2015 implementing and executing the new controls. In light of the above timeline, we are unable to demonstrate the sustainability of the controls we have implemented and are therefore unable to conclude that we have remediated our material weaknesses; however, we continue to invest significant time and resources and take actions to remediate material weaknesses in our internal control over financial reporting.

While our remediation efforts continue, we have relied on and will continue to rely on extensive, temporary manual procedures and other measures as needed to assist us with meeting the objectives otherwise fulfilled by an effective internal control environment. These procedures include, but are not limited to:

- Execution of a more thorough and repeatable financial statement close process, thereby allowing us to conduct additional analysis and substantive procedures, including preparation of account reconciliations and making additional adjustments as necessary to verify the accuracy and completeness of our financial reporting; and

- Hiring additional resources and retaining outside consultants with relevant accounting experience, skills and knowledge, working under our supervision and direction to assist with our remediation efforts.

Notwithstanding the existence of the material weaknesses as described below, we believe that the consolidated financial statements in this Annual Report fairly present, in all material respects, our financial position, results of operations and cash flows as of the dates, and for the periods, presented, in conformity with United States generally accepted accounting principles (GAAP).

Management's Report on Internal Control Over Financial Reporting

Management, under the supervision of our Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) under the Exchange Act). Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP, and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and dispositions of our assets;

- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and

- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Our management conducted a process to assess the effectiveness of our internal control over financial reporting as of December 31, 2015, based on the criteria established in Internal Control - Integrated Framework (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO.

During the assessment process, we identified material weaknesses in our control environment related to our inability to demonstrate the maturity, repeatability and sustainability of internal controls over financial reporting.

As a result of the material weaknesses described above, management has concluded that, as of December 31, 2015, our internal control over financial reporting was not effective. The "Report of Independent Registered Public Accounting Firm" relating to internal control over financial reporting as of December 31, 2015, is presented on page 68.

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to management including its principal executive officer and principal financial officer to allow timely decisions regarding required disclosures.

In connection with the preparation of this report, our management, under the supervision and with the participation of the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2015. Based on our identification of material weaknesses in internal control over financial reporting described above (which we view as an integral part of our disclosure controls), our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2015, our disclosure controls and procedures were not effective.

Remediation of Material Weakness in Internal Control Over Financial Reporting

Our management is committed to the planning and implementation of remediation efforts to address all material weaknesses as well as other identified areas of risk. These remediation efforts, summarized below, which are implemented, in the process of being implemented or are planned for implementation, are intended to address the identified material weaknesses and to enhance our overall financial control environment.

During 2014 and 2015, numerous changes were made throughout our organization and significant actions have been undertaken to reinforce the significance of a strong control environment, including training and other steps designed to strengthen and enhance our control culture.

To remediate the control environment deficiencies identified herein, our leadership team, including the Chief Executive Officer, and the Chief Financial Officer, has reaffirmed and reemphasized the importance of internal control, control consciousness and a strong control environment. In addition, we have developed and implemented a remediation plan to address the material weakness.

Our plan included the following actions:

- adopted new accounting policies for revenue recognition and software capitalization;
- implemented periodic reviews with the relevant internal process owners of tangible and intangible asset acquisitions and dispositions to ensure proper accounting;
- established a contract governance committee to oversee all contracting activity;
- completed the implementation of a more robust contract governance structure to assure appropriate administration, compliance and accounting treatment for new or amended contract terms;
- established a contracting boundaries protocol to clarify the delegation of contracting authority to personnel involved in establishing customer contract terms;
- appointed experienced professionals to key leadership positions;
- established a new reporting structure with more clearly defined accountabilities;
- hired additional accounting personnel with appropriate backgrounds and skill sets, including professionals with certified public accountant qualifications, master's degrees and public accounting experience and creating new positions for a Director of Revenue and a Director of Taxes;
- implemented a new internal reporting model and performance metrics based on cash flow performance;
- centralized certain accounting functions and revised organizational structures to enhance accurate reporting and ensure appropriate accountability;
- established a formal delegation of authority from the Board of Directors to management with further delegation to accountable personnel;
- expanded the use of our financial reporting systems to facilitate more robust analysis of operating performance, budgeting and forecasting; and
- strengthened our current disclosure committee with formalized processes to enhance the transparency of our external financial reporting.

Our management believes that meaningful progress has been made against remaining remediation efforts; although timetables vary, management regards successful completion as an important priority. Remaining remediation activities include:

- finalizing our transition to the 2013 COSO framework;
- strengthening information technology general controls;
- implementing and executing a year round internal controls testing and monitoring program; and
- enhancing our Sarbanes-Oxley compliance procedures.

When implemented, operational and demonstrated to be repeatable and sustainable, our management believes the measures described above will remediate the control deficiencies we have identified and strengthen our internal control over financial reporting. We are committed to improving our internal control processes and intend to continue to review and improve our financial reporting controls and procedures. As we continue to evaluate and

work to improve our internal control over financial reporting, we may take additional measures to address control deficiencies or determine to modify, or in appropriate circumstances not to complete, certain of the remediation measures described above.

Changes in Internal Control Over Financial Reporting

Other than matters discussed in this Item 9A, there have been no changes in our internal control over financial reporting since our last Annual Report filed on Form 10-K for the year ended December 31, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
of Accretive Health, Inc.

We have audited Accretive Health, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). Accretive Health, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weaknesses have been identified and included in management's assessment. Management has identified material weaknesses in its control environment related to its inability to demonstrate the maturity, repeatability and sustainability of internal controls over financial reporting. We also have audited in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Accretive Health, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2015. These material weaknesses were considered in determining the nature, timing and extent of audit tests applied in our audits of the Company's financial statements for the year ended December 31, 2015, and this report does not affect our report dated March 10, 2016, which expressed an unqualified opinion on those financial statements.

In our opinion, because of the effect of the material weaknesses described above on the achievement of the objectives of the control criteria Accretive Health, Inc. has not maintained effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

/s/ Ernst & Young LLP

Chicago, Illinois
March 10, 2016

Item 9B. ***Other Information***

None

PART III

Item 10. ***Directors, Executive Officers and Corporate Governance***

The information required by this item with respect to our directors and executive officers will be contained in our 2016 Proxy Statement under the caption "Information About Our Directors, Officers and 5% Stockholders" and is incorporated in this report by reference.

The information required by this item with respect to Section 16(a) beneficial ownership reporting compliance will be contained in our 2016 Proxy Statement under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" and is incorporated in this report by reference.

The information required by this item with respect to corporate governance matters will be contained in our 2016 Proxy Statement under the caption "Corporate Governance" and is incorporated in this report by reference.

Code of Ethics

We have adopted a code of business conduct and ethics that applies to our directors and officers (including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) as well as our employees. Copies of our code of business conduct and ethics are available without charge upon written request directed to Corporate Secretary, Accretive Health, Inc., 401 N. Michigan Avenue, Suite 2700, Chicago, Illinois, 60611.

Item 11. ***Executive Compensation***

Information required to be furnished by Item 402 of Regulation S-K and paragraphs (e)(4) and (e)(5) of Item 407 of Regulation S-K regarding executive compensation will be included in our 2016 Proxy Statement, and is herein incorporated by reference.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information required by this item with regard to security ownership of certain beneficial owners and management will be contained in our 2016 Proxy Statement under the caption "Information About Our Directors, Officers and 5% Stockholders - Security Ownership of Certain Beneficial Owners and Management" and is incorporated in this report by reference.

The information required by this item with regard to securities authorized for issuance under equity compensation plans will be contained in our 2016 Proxy Statement under the caption "Executive Compensation - Securities Authorized for Issuance under our Equity Compensation Plans" and is incorporated in this report by reference.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence***

The information required by this item will be contained in our 2016 Proxy Statement under the captions "Related-Party Transactions" and "Corporate Governance" and is incorporated in this report by reference.

Item 14. ***Principal Accountant Fees and Services***

The information required by this item will be contained in our 2016 Proxy Statement under the caption "Ratification of the Selection of Independent Registered Public Accounting Firm" and is incorporated in this report by reference.

PART IV

Item 15. ***Exhibits and Financial Statement Schedules***

a) The following documents are filed as a part of this report:

(1) *Financial Statements* **:** The financial statements and notes thereto annexed to this report beginning on page F-1.

(2) *Financial Statement Schedules:* Schedule II- Valuation and Qualifying Accounts Disclosure schedules have been omitted because they are not required or because the required information is in the Consolidated Financial Statements and notes thereto.

(3) *Exhibits:* The list of Exhibits filed as part of this Annual Report on Form 10-K is set forth on the Exhibit Index immediately preceding such Exhibits and is incorporated herein by this reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ACCRETIVE HEALTH, INC.

By: /s/ Emad Rizk
Emad Rizk
President and Chief Executive Officer

By: /s/ Peter P. Csapo
Peter P. Csapo
Chief Financial Officer and Treasurer

Date: March 10, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Emad Rizk Emad Rizk	Director, President and Chief Executive Officer (Principal Executive Officer)	March 10, 2016
/s/ Peter P. Csapo Peter P. Csapo	Chief Financial Officer and Treasurer (Principal Financial Officer)	March 10, 2016
/s/ Richard Evans Richard Evans	Principal Accounting Officer	March 10, 2016
/s/ Steven J. Shulman Steven J. Shulman	Chairman of the Board	March 10, 2016
/s/ Alex J. Mandl Alex J. Mandl	Director	March 10, 2016
/s/ Charles J. Ditkoff Charles J. Ditkoff	Director	March 10, 2016
/s/ Joseph R. Impicciche Joseph R. Impicciche	Director	March 10, 2016
/s/ John B. Henneman, III John B. Henneman, III	Director	March 10, 2016

Signature	Title	Date
/s/ Neal Moszkowski Neal Moszkowski	Director	March 10, 2016
/s/ Ian Sacks Ian Sacks	Director	March 10, 2016
/s/ Anthony J. Speranzo Anthony J. Speranzo	Director	March 10, 2016

Accretive Health, Inc.

Index to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders
of Accretive Health, Inc.

We have audited the accompanying consolidated balance sheets of Accretive Health, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Accretive Health, Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Accretive Health, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated March 10, 2016, expressed an adverse opinion thereon.

/s/ Ernst & Young, LLP

Chicago, Illinois
March 10, 2016

Accretive Health, Inc.
Consolidated Balance Sheets
(In thousands, except per share data)

	December 31,	
	2015	**2014**
Assets		
Current assets:		
Cash and cash equivalents	$ 103,497	$ 145,167
Short-term investments	1,023	—
Restricted cash	—	5,000
Accounts receivable, net	10,194	4,438
Prepaid income taxes	1,102	6,138
Current deferred tax assets	—	62,322
Other current assets	10,924	7,389
Total current assets	126,740	230,454
Property, equipment and software, net	27,217	14,594
Non-current deferred tax asset	300,825	201,163
Restricted cash equivalents	1,500	—
Goodwill and other assets, net	4,007	162
Total assets	$ 460,289	$ 446,373
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	5,306	12,488
Current portion of customer liabilities	202,516	219,998
Accrued compensation and benefits	9,062	14,983
Other accrued expenses	15,743	15,680
Total current liabilities	232,627	263,149
Non-current portion of customer liabilities	432,477	317,065
Other non-current liabilities	8,498	8,405
Total liabilities	$ 673,602	$ 588,619
Stockholders' equity (deficit):		
Common stock, $0.01 par value, 500,000,000 shares authorized, 113,259,408 shares issued and 107,715,436 shares outstanding at December 31, 2015; 102,890,241 shares issued and 98,112,019 shares outstanding at December 31, 2014	1,133	1,029
Additional paid-in capital	322,492	307,075
Accumulated deficit	(481,773)	(397,517)
Accumulated other comprehensive loss	(2,488)	(1,763)
Treasury stock	(52,677)	(51,070)
Total stockholders' equity (deficit)	(213,313)	(142,246)
Total liabilities and stockholders' equity (deficit)	$ 460,289	$ 446,373

See accompanying notes to consolidated financial statements.

Accretive Health, Inc.
Consolidated Statements of Operations and Comprehensive Income (Loss)
(In thousands, except per share data)

	Year Ended December 31,		
	2015	**2014**	**2013**
Net services revenue	$ 117,239	$ 210,140	$ 504,768
Operating expenses:			
Cost of services	168,977	182,144	186,752
Selling, general and administrative	74,963	69,883	79,951
Restatement and other	9,343	86,766	33,963
Total operating expenses	253,283	338,793	300,666
Income (loss) from operations	(136,044)	(128,653)	204,102
Net interest income	231	302	330
Income (loss) before income tax provision	(135,813)	(128,351)	204,432
Income tax provision (benefit)	(51,557)	(48,731)	74,349
Net income (loss)	$ (84,256)	$ (79,620)	$ 130,083
Net income (loss) per common share:			
Basic	$ (0.87)	$ (0.83)	$ 1.36
Diluted	$ (0.87)	$ (0.83)	$ 1.34
Weighted average shares used in calculating net income (loss) per common share:			
Basic	96,806,885	95,760,762	95,687,940
Diluted	96,806,885	95,760,762	96,845,664
Consolidated statements of comprehensive income (loss)			
Net income (loss)	(84,256)	(79,620)	130,083
Other comprehensive loss:			
Foreign currency translation adjustments	(725)	(304)	(703)
Comprehensive income (loss)	$ (84,981)	$ (79,924)	$ 129,380

See accompanying notes to consolidated financial statements.

Accretive Health, Inc.
Consolidated Statements of Stockholders' Equity (Deficit)
(In thousands, except per share data)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated other comprehensive (loss)	Total
	Shares	Amount	Shares	Amount				
Balance at January 1, 2013	100,007,538	$ 1,000	(4,337,487)	$ (50,539)	$ 262,075	$ (447,980)	$ (756)	$ (236,200)
Share-based compensation expense	—	—	—	—	25,025	—	—	25,025
Deferred tax asset write off net of excess tax benefit of $15	—	—	—	—	(3,702)	—	—	(3,702)
Issuance of common stock related to share-based compensation plans	517,703	5	—	—	41	—	—	46
Treasury stock purchases	—	—	(176,843)	(161)	—	—	—	(161)
Foreign currency translation adjustments	—	—	—	—	—	—	(703)	(703)
Net income	—	—	—	—	—	130,083	—	130,083
Balance at December 31, 2013	100,525,241	$ 1,005	(4,514,330)	$ (50,700)	$ 283,439	$ (317,897)	$ (1,459)	$ (85,612)
Share-based compensation expense	—	—	—	—	27,181	—	—	27,181
Deferred tax asset write off including windfall of $15	—	—	—	—	(3,521)	—	—	(3,521)
Issuance of common stock related to share-based compensation plans	2,365,000	24	—	—	(24)	—	—	—
Treasury stock purchases	—	—	(263,892)	(370)	—	—	—	(370)
Foreign currency translation adjustments	—	—	—	—	—	—	(304)	(304)
Net income (loss)	—	—	—	—	—	(79,620)	—	(79,620)
Balance at December 31, 2014	102,890,241	$ 1,029	(4,778,222)	$ (51,070)	$ 307,075	$ (397,517)	$ (1,763)	$ (142,246)
Share-based compensation expense	—	—	—	—	29,236	—	—	29,236
Deferred tax asset write off including shortfall of $1,990	—	—	—	—	(15,262)	—	—	(15,262)
Issuance of common stock related to share-based compensation plans	8,994,729	90	—	—	(90)	—	—	—
Exercise of vested stock options	1,374,438	14			1,533			1,547
Treasury stock purchases	—	—	(765,750)	(1,607)	—	—	—	(1,607)
Foreign currency translation adjustments	—	—	—	—	—	—	(725)	(725)
Net income (loss)	—	—	—	—	—	(84,256)	—	(84,256)
Balance at December 31, 2015	113,259,408	$ 1,133	(5,543,972)	$ (52,677)	$ 322,492	$ (481,773)	$ (2,488)	$ (213,313)

See accompanying notes to consolidated financial statements.

Accretive Health, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2015	**2014**	**2013**
Operating activities			
Net income (loss)	$ (84,256)	$ (79,620)	$ 130,083
Adjustments to reconcile net income (loss) to net cash provided by (used in) operations:			
Depreciation and amortization	8,462	6,047	6,823
Share-based compensation	29,236	27,181	25,025
Loss on disposal	—	1,604	—
Provision (recovery) for doubtful receivables	(46)	(430)	634
Deferred income taxes	(52,690)	(49,227)	79,356
Excess tax benefit from share-based awards	—	(176)	(15)
Changes in operating assets and liabilities:			
Accounts receivable	(5,709)	20,548	658
Restricted cash equivalents	(1,500)	—	—
Prepaid income taxes	5,058	3,794	(4,836)
Other assets	(7,465)	(47)	14,434
Accounts payable	(7,162)	8,251	3,378
Accrued compensation and benefits	(5,918)	3,174	3,813
Other liabilities	248	(3,312)	(2,955)
Customer liabilities	97,930	(15,023)	(201,975)
Net cash provided by (used in) operating activities	(23,812)	(77,236)	54,423
Investing activities			
Purchase of short-term investments	(1,023)	—	—
Purchases of property, equipment, and software	(21,275)	(6,034)	(1,877)
Net cash used in investing activities	(22,298)	(6,034)	(1,877)
Financing activities			
Excess tax benefit from share-based awards	—	176	15
Exercise of vested stock options	1,547	—	46
Purchase of treasury stock	(1,607)	(370)	(161)
Restricted cash release from letter of credit	5,000	—	—
Net cash provided by (used in) financing activities	4,940	(194)	(100)
Effect of exchange rate changes in cash	(500)	(260)	(511)
Net increase (decrease) in cash and cash equivalents	(41,670)	(83,724)	51,935
Cash and cash equivalents, at beginning of year	145,167	228,891	176,956
Cash and cash equivalents, at end of year	$ 103,497	$ 145,167	$ 228,891
Supplemental disclosures of cash flow information			
Income taxes paid	$ (1,088)	$ (801)	$ (1,742)
Income taxes refunded	$ 1,441	$ 3,014	$ 754

See accompanying notes to consolidated financial statements.

Note 1. ***Description of Business***

Accretive Health, Inc. (the "Company") is a leading provider of services that help healthcare providers generate sustainable improvements in their operating margins and cash flows while also improving patient, physician and staff satisfaction for its customers. The Company achieves these results for its customers through an integrated approach encompassing its end-to-end revenue cycle management service and physician advisory service offerings. The Company does so by deploying a unique operating model that leverages its extensive healthcare site experience, innovative technology and process excellence. The Company also offers modular services, allowing clients to engage the Company for only specific components of its end-to-end revenue cycle management service offering.

The Company's primary service offering consists of revenue cycle management ("RCM"), which helps healthcare providers to more efficiently manage their revenue cycles. This encompasses patient registration, insurance and benefit verification, medical treatment documentation and coding, bill preparation and collections from patients and third-party payers. The Company's physician advisory services offering assists hospitals in complying with third-party payers' requirements regarding whether to classify a hospital visit as an in-patient or an out-patient observation case for billing purposes and consists of both concurrent review and retrospective chart audits. The Company also provides customers with retrospective appeal management service support for both governmental and commercial payers.

Note 2. ***Summary of Significant Accounting Policies***

Basis of Presentation

The consolidated financial statements include the assets, liabilities and results of operations of the Company and its wholly owned subsidiaries. All material intercompany transactions and balances have been eliminated in consolidation. The preparation of financial statements in conformity with the United States generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in these consolidated financial statements and accompanying notes. Actual results can differ from those estimates.

Segments

Reporting segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, relating to resource allocation and performance assessments. All of the Company's operations are organized around the single business of providing end-to-end management services of revenue cycle operations for U.S-based hospitals and other medical providers. The Company views its operations and manages its business as one operating and reporting segment.

Revenue Recognition

Revenue is generally recognized when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) services have been rendered, (iii) the fee is fixed or determinable and (iv) collectability is reasonably assured.

Note 2. ***Summary of Significant Accounting Policies (continued)***

Net service fees, as reported in the consolidated statement of operations and comprehensive income (loss), consist of: (a) RCM service fees and (b) professional service fees earned on a fixed fee, transactional fee or time and materials basis. The Company's primary source of revenue is RCM service fees. RCM service fees are primarily contingent, but along with fixed fees are generally viewed as one deliverable. To the extent that certain RCM service fees are fixed and not subject to refund, adjustment or concession, such fees are recognized as revenue on a straight-line basis over the term of the contract.

On a limited basis, the Company enters into contracts with multiple accounting elements which may include a combination of fixed fee or transactional fee elements. The selling price of each element is determined by using management's best estimate of selling price. Revenues are recognized in accordance with the accounting policies for the separate elements.

RCM service fees that are contingent in nature are recognized as revenue once all the criteria for revenue recognition are met, which is generally at the end of a contract or other contractual agreement event. Revenue is recognized for RCM service fees upon the contract reaching the end of its stated term (such that the contractual relationship will not continue in its current form) to the extent that: (i) cash has been received for invoiced fees and (ii) there are no disputes at the conclusion of the term of the contract.

If fees or services are disputed by a customer at the end of a contract, a settlement agreement entered into with the customer triggers revenue recognition. An "other contractual agreement event" occurs when a renewal or amendment to an existing contract is executed in which the parties reach agreement on prior fees. Revenue is recognized up to the amount covered by such agreements.

RCM service fees consist of the following contingent fees: (i) *Net Operating Fees* and (ii) *Incentive Fees.*

Net Operating Fees

The Company generates net operating fees to the extent the Company is able to assist customers in reducing the cost of their revenue cycle operations. The Company's delivery model leverages the customers' RCM personnel. The Company's net operating fees consist of:

i) gross base fees invoiced to customers; less

ii) corresponding costs of customers' revenue cycle operations which the Company pays pursuant to its RCM agreements, including salaries and benefits for the customers' RCM personnel, and related third-party vendor costs; less

iii) any cost savings the Company shares with customers.

Net operating fees are recorded as deferred customer billings until the Company recognizes revenue for a customer contract at the end of a contract or reaches an "other contractual agreement event". The amount of unpaid costs of customers' revenue cycle operations and shared cost savings are reported as accrued service costs within customer liabilities in the consolidated balance sheets.

Incentive Fees

The Company generates revenue in the form of performance-based fees when the Company improves the customers' revenue yield. These performance metrics vary by customer contract. However, certain contracts contain a contract-to-date performance metric that is not resolved until the end of the term of the contract. Incentive fees are reported as deferred customer billings only upon cash receipt and until the Company recognizes revenue for a customer at the end of a contract or other contractual agreement event. In some cases, when a customer agreement is extended under an evergreen provision or other amendment, fees may not be considered finalized until the end of the

Note 2. ***Summary of Significant Accounting Policies (continued)***

customer relationship. Incentive fees associated with performance metrics which are not resolved until the end of the term of the contract or an "other contractual agreement event" are recorded in deferred customer billings until the Company recognizes revenue. Incentive fees are considered contingent fees.

Customer Liabilities

Base fees and fixed fees are billed on a monthly or quarterly basis and incentive fees are billed to customers on a quarterly basis. Generally, base fees are billed in advance of each service period. Customer liabilities include (i) accrued service costs (amounts due and accrued for cost reimbursements net of amounts receivable for base fees from the corresponding customer), (ii) deferred customer billings (net operating fees invoiced or accrued and incentive fees collected that have not met all revenue recognition criteria), (iii) customer deposits (consisting primarily of net operating fees under the Company's RCM contracts that are paid prior to the service period and amounts due as a refund to our customers on incentive fees) and (iv) deferred revenue (fixed fees amortized to revenue over the service period or fixed or determinable fees that have not met all other revenue recognition criteria). Deferred customer billings are classified as current based on the customer contract end dates or other termination events that fall within twelve months of the balance sheet dates. Accrued service cost, customer deposits and deferred revenue are classified as current or non-current based on the anticipated period in which the liabilities are expected to be settled or the revenue is expected to be recognized.

	December 31,	
	2015	**2014**
Deferred customer billings, current	$ 130,124	$ 132,063
Accrued service costs, current	70,656	68,077
Customer deposits, current	1,641	19,675
Deferred revenue, current	95	183
Current portion of customer liabilities	202,516	219,998
Deferred customer billings, non-current	431,944	317,065
Customer deposits, non-current	533	—
Non current portion of customer liabilities	432,477	317,065
Total customer liabilities	$ 634,993	$ 537,063

Consulting Fees, Transaction Fees and Contingent Service Fees

The Company also generates revenue from fixed-fee arrangements, transactional service contracts and contingent-fee service contracts. Provided all other criteria of revenue recognition are met under Accounting Standards Codification ("ASC") 605, Revenue Recognition, revenue under these arrangements is recognized as services are performed, deliverables are provided and related contingencies are removed. All related direct costs are recorded as period costs when incurred. Such consulting fees, transactional fees and contingent service fees are generated from services such as physician advisory services, population health solutions and other related consulting services.

Cost of Services

Costs associated with generating the Company's net services revenue, including the cost of operating its shared services centers, are expensed as incurred. Cost of services consist of (i) infused management and technology costs, (ii) shared services costs and (iii) other costs to perform physician advisory services and population health solutions. Infused management and technology costs consist primarily of wages, bonuses, benefits, share-based

Note 2. ***Summary of Significant Accounting Policies (continued)***

compensation, travel and other costs associated with deploying the Company's employees at customer sites to help manage the Company's customers' revenue cycle operations. The other significant portion of such expenses is an allocation of the costs associated with maintaining, improving and deploying our integrated proprietary technology suite. Shared services costs relate to the Company's shared services centers in the U.S. and India that perform patient scheduling and pre-registration, medical transcription, cash posting, reconciliation of payments to billing records, patient follow-up and Medicaid eligibility determination for our customers. The Company incurs expenses related to salaries and benefits for employees in its shared services centers and non-payroll costs associated with operating its shared services centers. Other expenses consist of costs related to managing physician advisory services, population health solutions and other services. These expenses consist primarily of wages, bonuses, benefits, share-based compensation and facilities costs.

Comprehensive Income (Loss)

Comprehensive income (loss) is the net income (loss) of the Company combined with other changes in stockholders' equity (deficit) not involving ownership interest changes. For the Company, such changes are foreign currency translation adjustments.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Short-term Investments

At December 31, 2015, the Company's Indian subsidiaries had invested in $1.0 million of time deposits with an original maturity greater than three months. Our time deposits are classified as "held-to-maturity" as the Company has both the intent and ability to hold to maturity. The current value is not materially different than the fair value.

Restricted Cash Equivalents

In 2015, restricted cash equivalents represent the amount of certificate of deposits ("CDs"), with a maturity of three months or less, that the Company is unable to access for operational purposes as the CDs collateralize the Company's corporate travel program. At December 31, 2015, the Company had $1.5 million in restricted cash equivalents. The Company did not have any restricted cash equivalents at December 31, 2014.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable is comprised of unpaid balances pertaining to non-RCM service fees and net receivable balances for RCM customers after considering cost reimbursements owed to such customers, including related accrued balances.

The Company maintains an estimated allowance for doubtful accounts to reduce its accounts receivable to the amount that it believes will be collected. This allowance is based on the Company's historical experience, its assessment of each customer's ability to pay, the length of time a balance has been outstanding, input from key customer resources assigned to each customer and the status of any ongoing operations with each applicable customer.

Note 2. ***Summary of Significant Accounting Policies (continued)***

Movements in the allowance for doubtful accounts are as follows (in thousands):

	December 31,		
	2015	2014	2013
Beginning balance	$ 314	$ 740	$ 183
Provision (recovery)	(46)	(430)	634
Write-offs	(169)	4	(77)
Ending balance	$ 99	$ 314	$ 740

Property, Equipment and Software

Property and equipment are stated at cost, and related depreciation and amortization are calculated on the straight-line method over the estimated useful lives of the assets.

For many internally developed software projects, the Company adheres to a development methodology where the process moves quickly between planning, design, development and testing, and then moves back to planning before the testing is complete. Consequently, there are short development cycles and rapid production changes for such software projects. As a result, the qualifying activities to capitalize development costs have a short timeframe and therefore, the Company expenses its internal development labor costs as incurred for such projects. For projects that do not meet the criteria described above, the Company capitalizes qualifying internal costs in accordance with GAAP. The Company capitalizes qualifying third-party costs and hardware and software costs related to the Company's software development activities in accordance with GAAP. The Company amortizes the capitalized software development costs over their estimated life on a straight-line basis.

The major classifications of property, equipment and software and their expected useful lives are as follows:

Computers and other equipment	3 years
Leasehold improvements	Shorter of 10 years or lease term
Office furniture	5 years
Software	3 to 5 years

Goodwill

Goodwill represents the excess purchase price over the net assets of a business the Company acquired in May 2006. Goodwill is not subject to amortization but is subject to impairment testing at least annually. During the year ended December 31, 2015, the remaining goodwill was reduced by tax benefits of $0.2 million . The Company has no goodwill as of December 31, 2015. At December 31, 2014, the Company has $0.2 million of goodwill that is included in "Goodwill and other assets, net" in the accompanying consolidated balance sheet.

Impairment of Long-Lived Assets

Property, equipment, software and other acquired intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If circumstances require a long-lived asset or asset group be reviewed for possible impairment, the Company first compares undiscounted cash flows expected to be generated by each asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment charge is recognized to the extent that the carrying value exceeds the fair value. There was no impairment of property, equipment, software or other acquired intangible assets for the years ended December 31, 2015, 2014 and 2013.

Note 2. ***Summary of Significant Accounting Policies (continued)***

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using current tax laws and enacted tax rates in effect for the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company records a valuation allowance for deferred tax assets if, based upon the weight of all available evidence, both positive and negative, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the tax authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest amount of benefit that has a greater than 50% percent likelihood of being realized upon ultimate settlement. Interest and penalties relating to income taxes are recognized in our income tax provision in the statements of consolidated operations.

Fair Value of Financial Instruments

The Company records its financial assets and liabilities at fair value. The accounting standard for fair value (i) defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the measurement date, (ii) establishes a framework for measuring fair value, (iii) establishes a hierarchy of fair value measurements based upon the ability to observe inputs used to value assets and liabilities, (iv) requires consideration of nonperformance risk and (v) expands disclosures about the methods used to measure fair value. The accounting standard establishes a three-level hierarchy of measurements based upon the reliability of observable and unobservable inputs used to arrive at fair value. Observable inputs are independent market data, while unobservable inputs reflect the Company's assumptions about valuation. The three levels of the hierarchy are defined as follows:

- Level 1: Observable inputs such as quoted prices in active markets for identical assets and liabilities;
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets; and
- Level 3: Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The carrying amounts of the Company's financial instruments, which include financial assets such as cash and cash equivalents, restricted cash, restricted cash equivalents, accounts receivable, amounts due from related party, short-term investments and certain other current assets, as well as financial liabilities such as accounts payable, accrued service costs, accrued compensation and benefits and certain other accrued expenses, approximate their fair values, due to the short-term nature of these instruments. The Company's financial assets which are required to be measured at fair value on a recurring basis consist of cash equivalents, which are highly liquid money market funds and accordingly are classified as Level 1 assets in the fair value hierarchy. The Company's CDs are valued at face value, plus accrued interest, which approximates fair value, and are reported as Level 2 assets in the fair value hierarchy. The Company does not have any financial liabilities that are required to be measured at fair value on a recurring basis.

Note 2. ***Summary of Significant Accounting Policies (continued)***

Legal and Other Contingencies

In the normal course of business, the Company is subject to regulatory investigations or legal proceedings, as well as demands, claims and threatened litigation. The Company records an estimated loss for any claim, lawsuit, investigation or proceeding when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Significant judgment is required in both the determination of the probability and whether the loss can be reasonably estimated. Actual expenses could differ from such estimates.

Foreign Currency Translation and Transaction Gains (Losses)

Assets and liabilities of non-U.S. subsidiaries that operate in a local currency environment, where such local currency is the functional currency, are translated to U.S. dollars at exchange rates in effect at the balance sheet date. Income and expense accounts are translated at average exchange rates during the year which approximates the rates in effect at the transaction dates. The resulting translation adjustments are recorded as a separate component of accumulated other comprehensive income (loss).

The Company's foreign currency transaction gains and losses are included in selling, general and administrative in the accompanying consolidated statements of operations and comprehensive income (loss).

Share-Based Compensation Expense

The Company determines the expense for all employee share-based compensation awards by estimating their fair value and recognizing such value as an expense, on a ratable basis, in the consolidated financial statements over the requisite service period in which the employees earn the awards. The fair value of performance and service condition stock options is calculated using the Black-Scholes option pricing model and, for market condition stock options, the fair value is estimated using Monte Carlo simulations.

To determine the fair value of a share-based award using the Black-Scholes option pricing model, the Company makes assumptions regarding the risk-free interest rate, expected future volatility, expected life of the award and expected forfeitures of the awards. These inputs are subjective and generally require significant analysis and judgment to develop. The Company aggregates all employees into one pool based on the grant date for valuation purposes. The risk-free rate is based on the U.S. treasury yield curve in effect at the time of grant. The Company estimates the expected volatility of the share price by reviewing the historical volatility levels of its common stock in conjunction with that of public companies that operate in similar industries or are similar in terms of stage of development or size and then projecting this information toward its future expected volatility. The Company exercises judgment in selecting these companies, as well as in evaluating the available historical and implied volatility for these companies. The Company calculates the expected term in years for each stock option using a simplified method based on the average of each option's vesting term and original contractual term. The Company applies an estimated forfeiture rate derived from its historical data and estimates of the likely future actions of option holders when recognizing the share-based compensation expense of the options.

To determine the fair value of a share-based award using Monte Carlo simulations, the Company makes assumptions regarding the risk-free interest rate, expected future volatility, expected dividend yield and performance period. The risk-free rate is based on the U.S. treasury yield curve in effect at the time of grant. The Company estimates the expected volatility of the share price by reviewing the historical volatility levels of its common stock in conjunction with that of public companies that operate in similar industries or are similar in terms of stage of development or size and then projecting this information toward its future expected volatility. Dividend yield is determined based on the Company's future plans to pay dividends. The Company had no plans to do so at December 31, 2015. The Company calculates the performance period based on the specific market condition to be achieved and derived from historical data and estimates of future performance.

Note 2. ***Summary of Significant Accounting Policies (continued)***

The Company recognizes compensation expense, net of forfeitures, using a straight-line method over the applicable service or performance period. During each quarter, the share-based compensation expense is adjusted to reflect all expense for options that vested during the period; however, compensation expense already recognized is not adjusted if market conditions are not met.

The Company accounts for stock options issued to non-employees based on their estimated fair value determined using the Black-Scholes option pricing model. The stock options issued to non-employees vest over the arrangement period. The fair value of the equity awards granted to non-employees is remeasured on each balance sheet date until the awards vest, and the related expense is adjusted based on the resulting changes in fair value, if any. The non-employee share-based compensation expense is recognized over the performance period, which is the vesting period. Upon vesting, the performance of the non-employee is deemed complete and the vested awards are not subsequently remeasured.

The fair value of modifications to share-based awards is generally estimated using the Black-Scholes option pricing model. If a share-based compensation award is modified after the grant date, incremental compensation expense is recognized in an amount equal to the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. Incremental compensation expense for vested awards is recognized immediately. For unvested awards, the sum of the incremental compensation expense and the remaining unrecognized compensation expense for the original award on the modification date is recognized over the modified service period.

Treasury Stock

The Company records treasury stock at the cost to acquire such shares and includes treasury stock as a component of stockholders' equity (deficit).

Earnings (Loss) Per Share

Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period. The diluted net income (loss) per common share computation includes the effect, if any, of common shares that would be issuable upon the exercise of outstanding stock options, unvested restricted stock, reduced by the number of common shares which are assumed to be purchased by the Company with the resulting proceeds from the exercise of stock options, at the average market price during the year, when such amounts are dilutive to the net income (loss) per share calculation.

Recently Adopted Accounting Standards and Disclosures

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies. Unless otherwise discussed, the Company's management believes that the impact of recently issued accounting pronouncements that are not yet effective will not have a material impact on the Company's consolidated financial position or results of operations upon adoption.

In November 2015, the FASB issued Accounting Standards Update 2015-17, Income Taxes: Balance Sheet Classification of Deferred Taxes (Topic 740) ("ASU 2015-17"). Previously under GAAP, an entity was required to separate deferred income tax liabilities and assets into current and noncurrent amounts in a classified statement of financial position. ASU 2015-17 simplifies the presentation of deferred income taxes and requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments in this update apply to all entities that present a classified statement of financial position. ASU 2015-17 is effective for fiscal years and interim periods within such years, beginning on or after December 15, 2016. The FASB permits early adoption by all entities as of the beginning of any interim or annual reporting period. As permitted by ASU 2015-17, the Company adopted the provisions on a prospective basis for the reporting period ended December 31,

Note 2. ***Summary of Significant Accounting Policies (continued)***

2015. The deferred tax assets and liabilities from prior periods ended December 31, 2014 and 2013 were not retroactively adjusted.

Newly Issued Accounting Standards and Disclosures

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09"), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. ASU 2014-09 is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. The pronouncement is effective for annual reporting periods beginning after December 15, 2017, including interim periods within such reporting period and is to be applied using one of two retrospective application methods, with early application permitted. The Company has not yet determined the potential effects of the new standard on its consolidated financial statements, if any.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842) ("ASU 2016-02"), which supersedes existing guidance on accounting for leases in Topic 840, Leases. ASU 2016-02 generally requires all leases to be recognized in the statement of financial position. The provisions of ASU 2016-02 are effective for reporting periods beginning after December 15, 2018; early adoption is permitted. The provisions of ASU 2016-02 are to be applied using a modified retrospective approach. The Company has not yet determined the potential effects of the new standard on the consolidated financial statements, if any.

Note 3. ***Property, Equipment and Software***

Property, equipment and software consist of the following (in thousands):

	December 31,	
	2015	2014
Computer and other equipment	$ 21,348	$ 17,701
Leasehold improvements	17,851	12,491
Software	22,302	12,398
Office furniture	4,888	3,152
Property and equipment and software, gross	66,389	45,742
Less accumulated depreciation and amortization	(39,172)	(31,148)
Property and equipment and software, net	$ 27,217	$ 14,594

The following table summarizes the allocation of depreciation and amortization expense between cost of services and selling, general and administrative expenses (in thousands):

	For the Year Ended December 31,		
	2015	2014	2013
Cost of services	$ 7,536	$ 4,603	$ 4,697
Selling, general and administrative	926	1,444	2,126
Total depreciation and amortization	$ 8,462	$ 6,047	$ 6,823

Note 4. ***Stockholders' Equity (Deficit)***

Preferred Stock

The Company has 5,000,000 shares of authorized preferred stock, each with a par value of $0.01 . The preferred stock may be issued from time to time in one or more series. The board of directors of the Company ("Board") is authorized to determine the rights, preferences, privileges and restrictions of the Company's authorized but unissued shares of preferred stock. As of December 31, 2015 , 2014 and 2013 , the Company did not have any shares of preferred stock outstanding. See Note 12, Subsequent Events, for a discussion of the Series A Convertible Preferred Stock, par value $0.01 per share, issued on February 16, 2016.

Common Stock

Each outstanding share of the Company's common stock, par value $0.01 per share ("common stock"), is entitled to one vote per share on all matters submitted to a vote by shareholders. Subject to the rights of any preferred stock which may from time to time be outstanding, the holders of outstanding shares of common stock are entitled to receive dividends and, upon liquidation or dissolution, are entitled to receive pro rata all assets legally available for distribution to stockholders. No dividends were declared or paid on the common stock during 2015 , 2014 and 2013 .

Treasury Stock

In September 2012, the Board authorized a share repurchase plan allowing the Company to repurchase up to $50.0 million of its outstanding shares of common stock. For the year ended December 31, 2012, the Company repurchased 4,307,362 shares of its common stock under the share repurchase plan at an average price of $11.61 per share for a total of $50.0 million . Such amount was recorded as a reduction of stockholders' equity (deficit). As of December 31, 2012, the share repurchase plan was concluded.

Note 4. ***Stockholders' Equity (Deficit) (continued)***

On November 13, 2013, the Board authorized another repurchase of up to $50.0 million of the Company's common stock in the open market or in privately negotiated transactions following the Restatement, as defined in Note 7, Restatement and Other. The timing and amount of any shares repurchased will be determined by the Company based on its evaluation of market conditions and other factors. The repurchase program may be suspended or discontinued at any time at the sole discretion of the Board. Any repurchased shares will be available for use in connection with the Company's stock plans and for other corporate purposes. The Company currently intends to fund the repurchases from cash on hand. No shares of common stock had been repurchased under this plan as of the date at which these consolidated financial statements were issued.

Treasury stock also includes repurchases of Company stock related to employees' tax withholding upon vesting of restricted shares. See Note 5, Share-Based Compensation.

Note 5. ***Share-Based Compensation***

The Company maintains two stock incentive plans: the 2006 Amended and Restated Stock Option Plan (the "2006 Plan") and the 2010 Amended and Restated Stock Incentive Plan (the "2010 Amended Plan", together with the 2006 Plan, the "Plans"). In August 2015, the Company's stockholders approved the Amended and Restated 2010 Stock Incentive Plan, which authorized the issuance of an additional five million shares of the Company's common stock pursuant to awards and made a number of other amendments to the 2010 Plan.

Under the Plans, the Company could issue (up to a maximum of 29,374,756 shares) any shares that remained available for issuance under the 2006 Plan as of the date of the IPO and any shares subject to awards that were outstanding under the 2006 Plan as of the date of the IPO that expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by the Company without the issuance of shares thereunder. The Company will not make any further grants under the 2006 Plan. The 2010 Amended Plan provides for the grant of incentive stock options, non-statutory stock options, Restricted Stock Awards, ("RSAs") and other share-based awards. As of December 31, 2015 , an aggregate of 16,012,417 shares were outstanding as either options or RSAs under the Plans, and 5,148,848 shares were available for future grants of awards under the 2010 Amended Plan. To the extent that previously granted awards under the 2006 Plan or 2010 Amended Plan expire, terminate or are otherwise surrendered, canceled or forfeited, the number of shares available for future awards under the 2010 Amended Plan will increase.

Under the terms of the Plans, all awards will expire if they are not exercised within ten years of their grant date. Substantially all employee options and RSAs vest over four years at a rate of 25% per year on each grant date anniversary. Substantially all non-employee options vest over either one year or four years (at a rate of 25% per year). Options granted under the 2006 Plan could be exercised immediately upon grant, but upon exercise the shares issued were subject to the same vesting and repurchase provisions that applied before the exercise. There were no such exercises during the years ended December 31, 2015, 2014 and 2013 . Options granted under the 2010 Plan and 2010 Amended Plan cannot be exercised prior to vesting.

In 2014 and 2013, the Company granted service-based, non-qualified options to purchase 3,400,000 and 4,703,801 shares of common stock and awarded 1,000,000 and 400,000 shares of restricted stock, respectively, to key employees pursuant to inducement grant rules of the New York Stock Exchange ("NYSE"), of which 7,103,801 of the stock options were outstanding as of December 31, 2015 and 2014 and 1,399,980 and 1,749,988 of the shares of restricted stock were outstanding as of December 31, 2015 and 2014, respectively.

Also in 2014, pursuant to inducement grant rules of the NYSE, the Company granted a market-based award of 500,000 shares of restricted stock to the Chief Executive Officer. This RSA vests only when the average closing price of the Company's stock price equals or exceeds twice the amount of the grant date stock price.

Note 5. ***Share-Based Compensation (continued)***

The Company uses the Black-Scholes option pricing model to estimate the fair value of its service-based options as of its grant date. The Company uses the Monte Carlo simulations to estimate the fair value of its RSAs with vesting based on market-based performance conditions as of their respective grant dates. Expected life is based on the market condition to which the vesting is tied.

The following table sets forth the significant assumptions used in the Black-Scholes option pricing model and the Monte Carlo simulations and the calculation of share-based compensation expense during 2015, 2014 and 2013:

	Year Ended December 31,		
	2015	**2014**	**2013**
Expected dividend yield	—	—	—
Risk-free interest rate	1.5% to 2.0%	1.9% to 2.2%	0.9% to 2.1%
Expected volatility	50%	50%	50%
Expected term (in years)	6.25	6.25 to 7.50	5.82 to 8.82
Forfeitures	5.68% annually	5.68% annually	5.68% annually

Total share-based compensation costs that have been included in the Company's consolidated statements of operations were as follows (in thousands):

	Year Ended December 31,		
	2015	**2014**	**2013**
Share-Based Compensation Expense Allocation Details:			
Cost of services	$ 7,208	$ 6,668	$ 10,740
Selling, general and administrative	24,463	13,503	13,061
Restatement and other costs	—	8,761	1,224
Total share-based compensation expense (1)	$ 31,671	$ 28,932	$ 25,025

(1) Includes $2.4 million and $1.8 million in share-based compensation expense paid in cash during the years ended December 31, 2015 and 2014, respectively.

There was $ 47.2 million , $ 42.8 million and $ 43.3 million of total, unrecognized share-based compensation expense related to stock options and RSAs granted under the Plans, which the Company expects to recognize over a weighted-average period of 2.9 years , 3.2 and 2.8 years as of December 31, 2015, 2014 and 2013, respectively. Refer to the consolidated statements of stockholders' equity (deficit) for the tax benefits realized for the tax deductions from stock option exercises.

Note 5. ***Share-Based Compensation (continued)***

Stock options

The following table sets forth a summary of all employee and non-employee option activity under all plans and inducement grants for the years ended December 31, 2015, 2014 and 2013:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2013	17,707,139	$ 13.88	7.6	$ 25,957
Granted	8,345,437	10.09		
Exercised	(9,400)	4.34		
Canceled	(1,057,052)	17.60		
Forfeited	(4,445,851)	15.64		
Outstanding at December 31, 2013	20,540,273	11.77	7.4	15,673
Granted	4,406,856	8.78		
Exercised	—	—		
Canceled	(1,494,219)	13.41		
Forfeited	(3,528,505)	12.14		
Outstanding at December 31, 2014	19,924,405	10.91	6.9	9,444
Granted	2,231,504	5.60		
Exercised	(1,374,438)	1.13		
Canceled	(4,484,843)	14.10		
Forfeited	(1,036,362)	8.47		
Outstanding at December 31, 2015	15,260,266	10.23	7.0	261
Outstanding, vested and exercisable at December 31, 2013	9,605,505	$ 11.89	5.9	$ 15,096
Outstanding, vested and exercisable at December 31, 2014	11,879,209	$ 11.73	5.6	$ 9,444
Outstanding, vested and exercisable at December 31, 2015	8,876,517	$ 11.63	6.1	$ 108

The weighted-average grant date fair value of options granted during the years ended December 31, 2015, 2014 and 2013 was $ 2.78 , $ 4.40 and $ 5.19 per share, respectively. The total intrinsic value of the options exercised in the years ended December 31, 2015 and 2013 was $4.9 million and $ 0.1 million, respectively. No options were exercised in the year ended December 31, 2014. The total fair value of options vested during the years ended December 31, 2015, 2014 and 2013 was $ 14.9 million, $ 22.9 million and $ 27.1 million, respectively.

Stock option activity for non-employee consultants

Included in the table and disclosures above are options to purchase 125,779 , 109,887 , and 265,517 shares held by non-employee consultants as of December 31, 2015, 2014 and 2013, respectively. These options had a weighted average exercise price of $ 15.67 , $ 17.12 and $ 20.05 at December 31, 2015, 2014 and 2013, respectively.

Note 5. ***Share-Based Compensation (continued)***

Restricted stock awards

In the third quarter of 2011, the Company began to grant RSAs to its employees. A summary of the activity during the years ended December 31, 2015, 2014 and 2013 is shown below:

	Shares	Weighted-Average Grant Date Fair Value	Weighted-Average Remaining Contractual Term (in years)
Outstanding and Unvested at January 1, 2013	160,220	$ 21.23	9.0
Granted	508,303	11.46	
Vested	(50,004)	11.47	
Forfeited	(160,220)	21.23	
Outstanding and Unvested at December 31, 2013	458,299	$ 11.45	9.4
Granted	2,365,000	8.39	
Vested	(127,084)	11.46	
Forfeited	(218,750)	9.40	
Outstanding and Unvested at December 31, 2014	2,477,465	$ 8.71	9.3
Granted	8,994,729	3.34	
Vested	(1,892,049)	5.24	
Forfeited	(324,213)	7.61	
Outstanding and Unvested at December 31, 2015	9,255,932	$ 4.24	9.4

The total fair value of RSAs vested during the years ended December 31, 2015, 2014 and 2013 was $ 9.9 million , $ 1.5 million and $ 0.6 million , respectively. The Company's RSA agreements allow employees to deliver to the Company shares of stock upon vesting of their RSAs in lieu of their payment of the required personal employment-related taxes. The Company does not withhold taxes in excess of minimum required statutory requirements. During the years ended December 31, 2015, 2014 and 2013 , employees delivered to the Company 441,537 , 45,142 and 16,623 shares of stock, respectively, which the Company recorded at a cost of approximately $1.6 million, $ 0.4 million and $ 0.2 million , respectively. As of December 31, 2015 , the Company held 533,427 shares of surrendered common stock in treasury related to the vesting of RSAs.

Forfeited and canceled RSAs are added to treasury stock. For the years ended December 31, 2015 , 2014 and 2013, 324,213 , 218,750 and 160,220 shares were respectively added to treasury stock due to canceled RSAs.

Modifications of share-based awards

As described in Note 7, Restatement and Other, during 2013, the Company failed to timely file its annual report on Form 10-K for the fiscal year ended December 31, 2012, and on March 4, 2013, its Registration Statement on Form S-8 was suspended. As a result, individuals were not permitted to exercise vested options until the S-8 became effective. During the second quarter of 2013, the Company modified the terms of the share-based awards for those individuals who were involuntarily terminated in connection with the 2013 restructuring plan as described in Note 8. These modifications allowed for the extension of the exercise period for vested options from 60 days following each affected employee's respective termination date to the later of 60 days following the filing of the Company's 2012 consolidated financial statements with the Securities and Exchange Commission ("SEC") or December 31, 2013. During the quarter ended June 30, 2013, 13 employees were terminated under the 2013 restructuring plan, resulting in an increase in share-based compensation expense of $1.1 million for the year ended December 31, 2013.

Note 5. ***Share-Based Compensation (continued)***

During the second quarter of 2014, the Company modified the terms of awards granted to 39 employees (including the 13 who were affected in 2013) who were terminated under the 2013 restructuring plan to allow for the extension of the exercise period for vested options until such time as the Company's registration statement on Form S-8 had been effective for 60 consecutive days. Such modifications resulted in a net increase in share-based compensation expense of $2.3 million for the year ended December 31, 2014.

During the first quarter of 2014, in connection with the resignation of a senior executive from the Company, the Company modified the terms of awards previously granted to such executive. Such modification extended the term to exercise vested options from 60 days following his effective resignation date to such time as the Company's registration statement on Form S-8 had been effective for 60 consecutive days. Such modification resulted in a net increase of share-based compensation expense for the year ended December 31, 2014 of $5.6 million .

During the second quarter of 2013, the Company modified the terms of an award granted to Mary Tolan, the Company's former chief executive officer, in connection with her transition to the role of the Chairman of the Board of the Company. This modification allowed for the extension of the exercise period for options vested as of the date of the modification from 60 days following the termination of employment to the expiration of the original award (ten years from the grant date). This modification resulted in a net increase in share-based compensation expense of $ 0.1 million and $ 1.5 million for the years ended December 31, 2014 and 2013, respectively.

During the second quarter of 2014, the Company granted to the Chief Operating Officer (the "COO") retention equity awards subject to the approval of our stockholders of an amendment to our 2010 Stock Incentive Plan (the "2010 Plan"). In the event that the stockholders did not approve the amendment prior to December 31, 2014, then in lieu of the incentive equity awards, the COO would be entitled to receive cash payments following each date that any portion of such equity grant would have otherwise vested equal to: (i) for stock options, the difference between the exercise price and the closing price of the common stock on the vesting date and (ii) for restricted stock, the closing price of the common stock on the vesting date. The Company determined that stockholder approval to amend the 2010 Plan would not occur by December 31, 2014 and accrued for these grants at the value as explained above. For the years ended December 31, 2015 and 2014, the Company incurred $0.6 million and $ 0.9 million of share-based compensation expense related to this grant, respectively.

Additionally, as part of the COO's retention agreement, the Company modified the terms of a stock option granted to the COO at the commencement of his employment. This modification would be triggered upon termination of employment by the Company without cause or by the COO for good reason and if triggered, the vested portion of the stock option would remain exercisable for a period of time equal to 60 days plus the number of days of service with the Company, but not longer than two years, or until the stock option otherwise expires, if earlier. This modification resulted in a net increase in share-based compensation expense of $ 0.2 million for year ended December 31, 2014.

During the year ended December 31, 2014, the Company settled share-based awards in cash with three employees who had options that expired during the year as all employees were restricted from exercising vested options during the year. This modification resulted in an increase in share-based compensation expense of $ 0.9 million for the year ended December 31, 2014.

Note 5. ***Share-Based Compensation (continued)***

During the second quarter of 2015, in connection with the resignation of a member of the Board who was also the former Chief Executive Officer of the Company, the Company modified the terms of awards previously granted to such Board member. This modification allowed for the continuation of vesting of options despite his resignation from the Board. Such modification resulted in a net increase of share-based compensation expense for the year ended December 31, 2015 of $3.1 million .

During the third quarter of 2015, the Compensation Committee of the Board approved the grant of cash bonuses to the participants in the Company's 2014 annual cash incentive bonus plan who received all or a portion of their 2014 annual cash incentive award in the form of restricted shares of the Company's common stock (the "2014 Bonus Plan RSA Grantees"). Such bonuses were paid to 2014 Bonus Plan RSA Grantees on the second regularly scheduled payroll date following the Company’s scheduled second quarter earnings release on August 5, 2015 and were equal to the product of (i) $2.66 (which amount represents the difference of $5.38 , the trading price per share of the Company’s common stock as of the close of trading on the date that the Company determined the number of restricted shares to be granted to 2014 Bonus Plan RSA Grantees, minus $2.72 , the trading price per share of the Company’s common stock as of the close of trading on the second business day following the earnings release), multiplied by (ii) the number of restricted shares granted to the applicable 2014 Bonus Plan RSA Grantee. The aggregate number of restricted shares granted to 2014 Bonus Plan RSA Grantees was 683,401 . This modification resulted in a net increase of share-based compensation expense for the year ended December 31, 2015 of $1.8 million .

Note 6. ***Retirement Plan***

The Company maintains a 401(k) retirement plan (the "401(k) plan") that is intended to be a tax-qualified defined contribution plan under Section 401(k) of the Internal Revenue Code. In general, all employees are eligible to participate. The 401(k) plan includes a salary deferral arrangement pursuant to which participants may elect to reduce their current compensation by up to the statutorily prescribed limit, equal to $ 18,000 , $ 17,500 and $ 17,500 in 2015, 2014 and 2013 , respectively, and have the amount of the reduction contributed to the 401(k) plan. The Company currently matches employee contributions up to 50% of the first 3% of base compensation that a participant contributes to the 401(k) plan. In 2015, 2014 and 2013 , director-level and above employees were excluded from the matching contribution feature of the plan. For the years ended December 31, 2015, 2014 and 2013 , total Company contributions to the plan were $0.4 million , $ 0.5 million and $ 0.6 million , respectively.

Note 7. ***Restatement and Other***

In the first quarter of 2013, the Company determined that it would restate its previously issued consolidated financial statements (the "Restatement"). The Restatement corrected accounting errors relating to timing of recognition of net services revenue, the presentation of net services revenue and cost of services and certain capitalized costs for internal use software, goodwill, income taxes and other miscellaneous items. The Company completed the Restatement in December 2014. In connection with the Restatement, the Company spent additional time and expended additional resources redesigning its accounting processes and internal controls over financial reporting.

Restatement and other costs are comprised of reorganization-related and Restatement expenses and certain other costs. The Company incurred Restatement and other costs of $9.3 million , $86.8 million and $34.0 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Note 7. ***Restatement and Other (continued)***

Restatement

The Company incurred Restatement costs of $2.5 million , $57.3 million and $23.1 million during the years ending December 31, 2015, 2014 and 2013, respectively. These costs were due to legal, accounting and consulting costs incurred related to the Restatement.

Reorganization-related

The Company incurred reorganization-related costs of $3.2 million , $22.1 million and $5.2 million during the years ending December 31, 2015, 2014 and 2013, respectively.

In 2013, the Company initiated a restructuring plan (the "Restructuring Plan") consisting of reductions in workforce in order to align its organizational structure and resources to better serve its customers. The plan consisted of two separate staff reductions that occurred in 2013. Pursuant to the Restructuring Plan, the Company incurred $3.9 million for severance and other costs during the year ended December 31, 2013. In addition, the Company incurred $1.2 million non-cash expense related to share-based compensation for modification of existing option agreements for affected employees.

In January 2014, the Company continued and revised the Restructuring Plan to include additional reductions to its workforce in certain corporate, administrative and management functions. The Restructuring Plan consists of severance payments, medical and dental benefits, outplacement job training for certain U.S.-based employees and relocation costs. In connection with the Restructuring Plan, the Company incurred $22.1 million in pretax restructuring charges during the year ended December 31, 2014, consisting of $17.1 million in severance and employee benefits, including $7.9 million of non-cash expense related to share-based compensation for modification of existing options for affected employees and $5.0 million in facilities and other related expenses. For the year ended December 31, 2015, the Company incurred pretax restructuring charges of $3.2 million , consisting of $0.6 million in severance and employee benefits and $2.6 million in facilities related expenses.

The Company has included $0.3 million and $2.2 million in accrued compensation and benefits and other accrued expenses in the accompanying consolidated balance sheet at December 31, 2015, respectively, and has included $3.3 million and $0.2 million in accrued compensation and benefits and other accrued expenses in the accompanying consolidated balance sheet at December 31, 2014, respectively,

The Company's reorganization activity was as follows (in thousands):

	Severance and Employee Benefits	Facilities and Other Costs	Total
Reorganization liability at January 1, 2013	$ —	$ —	$ —
Restructuring charges	5,173	—	5,173
Cash payments	(2,806)	—	(2,806)
Non-cash charges	(1,224)	—	(1,224)
Reorganization liability at December 31, 2013	$ 1,143	$ —	$ 1,143
Restructuring charges	17,108	5,010	22,118
Cash payments	(7,050)	(3,482)	(10,532)
Non-cash charges	(7,905)	(1,370)	(9,275)
Reorganization liability at December 31, 2014	$ 3,296	$ 158	$ 3,454
Restructuring charges	596	2,564	3,160
Cash payments	(3,575)	(546)	(4,121)
Reorganization liability at December 31, 2015	$ 317	$ 2,176	$ 2,493

Note 7. ***Restatement and Other (continued)***

Other

During the years ended December 31, 2015, 2014 and 2013, the Company incurred other costs of $3.6 million , $7.4 million and $5.7 million , respectively. For the year ended December 31, 2015, these costs included $3.8 million in costs related to the exploration of potential strategic alternatives, offset by a decrease of $0.2 million in employment tax expense relating to prior years.

For the year ended December 31, 2014, such costs included $6.5 million in other costs associated with its transformation office, which was created to provide continuity and cross functional accountability associated with the continued execution of the Company's turnaround plan d uring the period subsequent to Stephen Schuckenbrock's resignation as our Chief Executive Officer and prior to the appointment of Dr. Emad Rizk as our Chief Executive Officer. In addition, the Company incurred other non-recurring costs in 2014 of $ 0.9 million in additional employment tax expense relating to prior years.

In 2013, the Company incurred costs for litigation, primarily related to the lawsuit filed against the Company in January 2012 by the Minnesota Attorney General that is described in Note 10, Commitments and Contingencies, of $3.3 million . In 2013, the Company accrued $2.3 million for the settlement of certain claims by former shareholders of SDI Acquisition, Inc. (a wholly owned subsidiary of Company).

Note 8. ***Income Taxes***

The domestic and foreign components of income (loss) before income taxes consist of the following (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Domestic	$ (139,058)	$ (130,945)	$ 202,222
Foreign	3,245	2,594	2,210
Total income (loss) before income taxes	$ (135,813)	$ (128,351)	$ 204,432

For the years ended December 31, 2015, 2014 and 2013 , the Company's current and deferred income tax expense (benefit) attributable to income (loss) from operations are as follows (in thousands):

	Current	Deferred	Total
Year Ended December 31, 2013			
U.S. Federal	$ (5,060)	$ 75,737	$ 70,677
State & Local	(330)	3,635	3,305
Foreign	367	—	367
	$ (5,023)	$ 79,372	74,349
Year Ended December 31, 2014			
U.S. Federal	$ (627)	$ (42,240)	$ (42,867)
State & Local	46	(6,363)	(6,317)
Foreign	1,025	(572)	453
	$ 444	$ (49,175)	$ (48,731)
Year Ended December 31, 2015			
U.S. Federal	$ 68	$ (43,199)	$ (43,131)
State & Local	(176)	(8,468)	(8,644)
Foreign	530	(312)	218
	$ 422	$ (51,979)	$ (51,557)

Reconciliation of the difference between the actual tax rate and the statutory U.S. federal income tax rate is as follows:

	Year Ended December 31,		
	2015	2014	2013
Federal statutory tax rate	35 %	35%	35%
Increase in income tax rate resulting from:			
State and local income taxes, net of federal tax benefits	4 %	3%	1%
Non-deductible executive compensation	(1)%		
Actual tax rate	38 %	38%	36%

In the three month period ended March 31, 2014, the Company corrected the statutory rate used in one of its state deferred calculations for the year ended December 31, 2013. The Company discovered this error in the process of preparing its annual and quarterly financial statements for the year ended December 31, 2014, and recorded the amount in the first quarter of 2014. The correction of this error increased tax expense for the year

Note 8. ***Income Taxes (continued)***

ended December 31, 2014 by approximately $2.4 million . The Company has determined the amount is immaterial for the quarterly and annual periods in 2013 and the year ended December 31, 2014.

The following table sets forth the Company's net deferred tax assets as of December 31, 2015 and 2014 (in thousands):

	As of December 31,	
	2015	**2014**
Deferred Tax assets:		
Deferred customer billings	220,075	181,567
Net operating loss carryforwards	48,201	41,654
Share-based compensation	24,995	33,895
Accrued bonus	2,008	3,791
Other reserves	606	1,019
Alternative minimum tax	1,537	1,185
Other	2,446	1,235
Fixed assets	435	—
R&D credit	189	711
Charitable contributions	534	514
Stock warrants	101	127
Total gross deferred tax assets	301,127	265,698
Less valuation allowance	(302)	(299)
Net deferred tax assets	300,825	265,399
Deferred tax liabilities:		
Goodwill and fixed assets	—	(817)
Total deferred tax liability	—	(817)
Net deferred tax asset	$ 300,825	$ 264,582

At December 31, 2015 , the Company had cumulative U.S. federal net operating loss carryforwards of approximately $123.0 million which are available to offset U.S. federal taxable income in future periods through 2035.

At December 31, 2015 , the Company has cumulative state net operating carryforwards of approximately $130.0 million which are available to offset state taxable income in future periods through 2035. A valuation allowance is required to be established when, based on currently available information, it is more likely than not that all or a portion of a deferred tax asset will not be realized. The guidance on accounting for income taxes provides important factors in determining whether a deferred tax asset will be realized, including whether there has been sufficient taxable income in recent years and whether sufficient income can reasonably be expected in future years in order to utilize the deferred tax asset.

Consideration is given to the weight of all available evidence, both positive and negative. Generally, a cumulative loss in recent years is negative evidence in determining the need for a deferred tax asset valuation allowance. However, the recent cumulative losses in book income are primarily the result of a delay in revenue recognition on contracts that have been in place for a number of years. Under the Restatement, revenue is being deferred by the Company until a future event occurs and the revenue becomes fixed, per the terms of each contract. The Company believes that the deferred revenue from contracts that the Company has previously entered into will be recognized in the future. The majority of the deferred revenue amounts have already been reported on income tax returns filed in accordance with a previously established and approved method of accounting for federal and state

Note 8. ***Income Taxes (continued)***

income tax reporting. The significant positive evidence related to the projected realization of the deferred customer billings from existing contracts and projected taxable income outweighs the negative evidence from the cumulative losses incurred in recent years based on the Restatement. Accordingly, the Company believes that it is more likely than not that the remaining deferred tax assets will be realized, except there is a possibility that approximately $1.5 million of the deferred tax asset recorded at December 31, 2015 for costs related to the exploration of strategic alternatives with Ascension Health ("Ascension") may not be realized.

The Company has recorded valuation allowances at December 31, 2015 and 2014 of $0.3 million and $0.3 million , respectively, based on our assessment that it is more likely than not that a portion of the Company's separate state income tax net operating loss will not be realized.

The Company has not recognized a deferred tax liability for the undistributed earnings of its foreign subsidiaries that arose in 2015 or 2014 because the Company considers such earnings to be indefinitely reinvested outside of the United States. As of December 31, 2015 and 2014, the undistributed earnings of such subsidiaries were $9.0 million and $6.8 million , respectively. It is not practicable to estimate the amount of recognized deferred tax liabilities, if any, for these undistributed foreign earnings.

The 2015 , 2014 and 2013 current tax provision includes $0.5 million , $ 1.0 million and $ 0.4 million , respectively, for income taxes arising from the pre-tax income of the Company's India subsidiaries. The tax provisions are net of the impact of a tax holiday in India. The Company's benefits from this tax holiday were $ 0.7 million for the year ended December 31, 2015, $0.5 million for the year ended December 31, 2014 and $0.4 million for the year ended December 31, 2013. The tax holiday is set to expire on March 31, 2021.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. The Company's unrecognized tax benefits as of December 31, 2015, 2014 and 2013 totaled $1.2 million , $1.1 million and $ 1.3 million , respectively.

Note 8. ***Income Taxes (continued)***

The following table summarizes the activity related to the unrecognized tax benefits (in thousands):

		Tax Benefit
Unrecognized tax benefits at	December 31, 2012	$ 2,411
Increases in positions taken in a current period		67
Increases in positions taken in prior period		—
Decreases due to lapse of statute of limitations		(1,176)
Unrecognized tax benefits at	December 31, 2013	$ 1,302
Increases in positions taken in a current period		66
Increases in positions taken in prior period		94
Decreases in positions taken in a prior period		(51)
Decreases due to lapse of statute of limitations		(313)
Unrecognized tax benefits at	December 31, 2014	$ 1,098
Increases in positions taken in a current period		134
Increases in position taken in prior period		597
Decreases in positions taken in prior period		—
Decreases due to lapse of statute of limitations		(587)
Unrecognized tax benefits at	December 31, 2015	$ 1,242

As of December 31, 2015 , approximately $1.2 million of the total gross unrecognized tax benefits represented the amount that, if recognized, would result in an adjustment to the effective income tax rate in future periods. The Company recognizes interest and penalties related to income tax matters as part of income tax expense. The Company recorded adjustments to interest and potential penalties related to these unrecognized tax benefits during 2015 , and in total, as of December 31, 2015 , the Company has recorded a liability for interest and potential penalties of $0.4 million . The Company anticipates changes to the reserves within the next 12 months to be primarily related to interest. The Company believes it has sufficient accruals for contingent tax liabilities.

In connection with tax return examinations, contingencies can arise that generally result from different interpretations of tax laws and regulations as they pertain to the amount, timing or inclusion of revenues and expenses in taxable income, or the ability to utilize tax credits to reduce income taxes payable. While it is probable, based on the potential outcome of the Company's federal and state tax examinations or the expiration of the statute of limitations for specific jurisdictions, that the liability for unrecognized tax benefits may increase or decrease within the next 12 months, the Company does not expect any such change would have a material effect on our financial condition, results of operations or cash flow.

The Company and its subsidiaries are subject to U.S. federal income tax as well as income tax of multiple state and foreign jurisdictions. U.S. federal income tax returns for 2014, 2013, 2012 and 2011 are currently open for examination. The 2013, 2012 and 2011 U.S. federal income tax returns are currently under examination. State jurisdictions vary for open tax years. The statute of limitations for most states ranges from three to six years. Local tax authorities have completed their income tax examinations of the Company's subsidiary in India for fiscal years 2009 and 2010. The proposed adjustments in India have been appealed, and the Company believes the ultimate outcome of these appeals will not result in a material adjustment to its tax liability.

Note 8. ***Income Taxes (continued)***

Pursuant to the acquisition of a business in May 2006, the sellers, certain of which are employees of the Company, are obligated to indemnify the Company for federal and state income taxes, including 50% of any interest and penalties incurred, related to periods up to and including the date of the acquisition. The potential amount due to the Company related to this indemnity was $1.3 million as of December 31, 2014 and 2013. As of December 31, 2015, the Company released $1.3 million due to the lapse of the statute of limitations. The amount due from the related party was secured by the fair value of shares and cost held by the Company in escrow. The escrow agreement expired on June 15, 2015. The cost and fair value of the shares were $0.8 million and $1.0 million at December 31, 2014 and 2013, respectively. Given that the fair value of the shares was less than the amount due from the related party in 2014 and 2013, the Company recorded a reserve of $0.5 million and $0.3 million , respectively, to reflect the difference between the fair value of the shares and the receivable they securitized. Subsequent to the expiration of the escrow agreement in 2015, the shares held as security by the Company were released to the former sellers.

Note 9. ***Earnings (Loss) Per Share***

Basic and diluted net income (loss) per common share are calculated as follows (in thousands, except share and per share data):

	Year Ended December 31,		
	2015	**2014**	**2013**
Net income (loss)	$ (84,256)	$ (79,620)	$ 130,083
Basic weighted-average common shares	96,806,885	95,760,762	95,687,940
Add: Effect of dilutive securities	—	—	1,157,724
Diluted weighted-average common shares	96,806,885	95,760,762	96,845,664
Net income (loss) per common share (basic)	$ (0.87)	$ (0.83)	$ 1.36
Net income (loss) per common share (diluted)	$ (0.87)	$ (0.83)	$ 1.34

Stock options totaling 18,450,699 were not included in the computation of diluted income per share for the year ended December 31, 2013 as the options were anti-dilutive. Due to the net loss, stock options and RSAs totaling 24,516,198 and 22,401,870 were not included in the computation of diluted income (loss) per share for the years ended December 31, 2015 and 2014, respectively.

Note 10. ***Commitments and Contingencies***

Operating Leases

The Company rents office space and equipment under operating leases, primarily for its Chicago corporate office, U.S. shared services centers and India operations. Office space lease terms range from one to 11 years, whereas equipment lease terms range from one to three years. The Company's leases contain various rent holidays and rent escalation clauses and entitlements for tenant improvement allowances. Lease payments are amortized to expense on a straight-line basis over the lease term.

Total rent expense under all operating leases was $ 6.2 million, $ 4.9 million and $ 4.7 million for the years ended December 31, 2015, 2014 and 2013 , respectively.

The aggregate future minimum rental commitments under all noncancelable operating leases having remaining terms in excess of one year as of December 31, 2015 are as follows (in thousands):

2016		5,267
2017		6,559
2018		6,275
2019		5,620
2020		5,395
Thereafter		13,178
Total	$	42,294

Revolving Credit Facility

The Company's $ 3 .0 million line of credit with the Bank of Montreal expired on February 15, 2015 and has not been renewed. Consequently, the Company has reclassified the $5.0 million in restricted cash to current assets at December 31, 2014. The $3.0 million line of credit could only be utilized by the Company in the form of letters of credit and was secured by a $ 5 .0 million demand deposit with the Bank of Montreal, which is presented as restricted cash in the Company's consolidated balance sheets. Any amounts outstanding under the line of credit accrued interest at the greater of (i) the bank-established prime commercial rate, (ii) LIBOR plus 1% rate, or (iii) a rate that combines the characteristics of both. The line of credit had an initial term of three years and was renewable annually thereafter. At December 31, 2014, the Company's outstanding letter of credit was approximately $ 0.7 million.

Legal Proceedings

Other than as described below, the Company is not presently a party to any material litigation or regulatory proceeding and is not aware of any pending or threatened litigation or regulatory proceeding against the Company which, individually or in the aggregate, could have a material adverse effect on its business, operating results, financial condition or cash flows.

The Company, along with certain of its directors and former officers, has been named in several putative shareholder derivative lawsuits filed in the U.S. District Court for the Northern District of Illinois on May 3, 2012 and July 31, 2012 (consolidated as *Maurras Trust v. Accretive Health et al.*), in the Circuit Court of Cook County, Illinois on June 23, 2012 and June 27, 2012 (consolidated as *In re Accretive Health , Inc. Derivative Litigation*) and in the Court of Chancery of the State of Delaware on November 5, 2012 (*Doyle v. Tolan et al* .). The primary allegations are that its directors and officers breached their fiduciary duties in connection with the alleged violations of certain federal and Minnesota privacy and debt collection laws.

Note 10. ***Commitments and Contingencies (continued)***

On July 11, 2013, the Court of Chancery of the State of Delaware granted the Company's motion to stay *Doyle v. Tolan et al.* , in favor of the action pending in the U.S. District Court for the Northern District of Illinois. On September 24, 2013, the U.S. District Court for the Northern District of Illinois granted the Company's motion to dismiss without prejudice, giving plaintiffs in that case leave to file an amended consolidated complaint, which plaintiffs filed on October 22, 2013, amending their complaint to also include allegations with respect to the Restatement. On February 25, 2015, the Company entered a settlement agreement with plaintiffs in all aforementioned suits that would resolve the derivative actions, on the basis of certain governance reforms already implemented and payment of attorneys' fees in the amount of $0.6 million . On July 23, 2015, the U.S. District Court for the Northern District of Illinois granted final approval of the settlement agreement. The Delaware and Cook County derivative suits are within the scope of the settlement approved by the federal district court and were dismissed on August 12, 2015 and August 17, 2015, respectively.

On May 17, 2013, the Company, along with certain of its directors, former directors and former officers, was named as a defendant in a putative securities class action lawsuit filed in the U.S. District Court for the Northern District of Illinois (*Hughes v. Accretive Health, Inc. et al.)*. The primary allegations, relating to its March 8, 2013 announcement that the Company would be restating its prior period financial statements, are that its public statements, including filings with the SEC, were false and/or misleading with respect to its revenue recognition and earnings prospects. On November 27, 2013, plaintiffs voluntarily dismissed the Company’s directors and former directors, other than Mary Tolan. On January 31, 2014, the Company filed a motion to dismiss the complaint. On September 25, 2014, the Court granted the Company motion to dismiss without prejudice, however, the plaintiffs filed a second amended complaint on October 23, 2014. On November 10, 2014, the Company filed a motion to dismiss the second amended complaint. While that motion was still pending, on January 8, 2015, plaintiffs filed a motion to amend the second amended complaint, seeking to add allegations regarding the recently issued Restatement. On April 22, 2015, the court granted plaintiffs’ motion to amend, and a third amended complaint was filed on May 13, 2015. The Company moved to dismiss the third amended complaint on June 3, 2015. Such motion is fully briefed and awaiting decision. On December 7, 2015, the parties executed a memorandum of understanding to resolve the suit for $3.9 million and filed a notice of settlement with the district court. On March 8, 2016, the district court granted preliminary approval to the settlement. The final fairness hearing has been set for June 28, 2016. The Company believes the settlement payment of $3.9 million will be covered by insurance.

The SEC’s Division of Enforcement in the Chicago Regional Office commenced an investigation regarding the circumstances surrounding the Restatement following the March 8, 2013 announcement. The Company fully cooperated with the investigation. On December 7, 2015, the Company received a termination letter from the SEC indicating that the investigation has been completed and that the SEC Staff did not intend to recommend any enforcement action by the SEC.

On February 11, 2014, the Company was named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Southern District of Alabama (*Church v. Accretive Health, Inc* .). The primary allegation is that the Company attempted to collect debts without providing the notice required by the Fair Debt Collections Practice Act, or the FDCPA. On November 24, 2015, the district court granted the Company's motion for summary judgment and dismissed the case with prejudice. Plaintiff filed a notice of appeal on December 21, 2015.

On July 22, 2014, the Company was named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Anger v. Accretive Health, Inc* .). The primary allegations are that the Company attempted to collect debts without providing the notice required by the FDCPA and Michigan Fair Debt Collection Practices Act and failed to abide by the terms of an agreed payment plan in violation of those same statutes. On August 27, 2015, the Court granted in part and denied in part the Company’s motion to dismiss. An amended complaint was filed on November 30, 2015. Discovery is underway. The Company believes that it has meritorious defenses and intends to vigorously defend itself against these claims. The outcome is not presently determinable.

Note 10. ***Commitments and Contingencies (continued)***

On February 6, 2015, the Company was named as a defendant in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Cassale v. Accretive Health, Inc* .). The primary allegations were that the Company attempted to collect debts without complying with the provisions of the FDCPA. The case was settled in April 2015.

In April 2015, the Company was named among other defendants in an employment action brought by a former employee before the Maine Human Rights Commission, or the MHRC, alleging that she was improperly terminated in retaliation for uncovering alleged Medicare fraud. The Company filed its response with the MHRC on May 19, 2015 seeking that the Company be dismissed entirely from the action. On June 23, 2015, the MHRC issued its Notice of Right to Sue and decision to terminate its process with respect to all charges asserted by the former employee. The Plaintiff has filed a parallel *qui tam* action in the District of Maine (*Worthy v. Eastern Maine Healthcare Systems*) in which she makes the same allegations. The U.S. Department of Justice declined to intervene in the federal court action, and the case was unsealed in April 2015. The Company intends to file an answer and/or move to dismiss the Third Amended Complaint on March 21, 2016. The Company believes that it has meritorious defenses to both the potential employment law action for which the MHRC has granted the Notice of Right to Sue letter and the federal *qui tam* case, and intends to vigorously defend itself against these claims. The outcomes are not presently determinable.

On June 17, 2015, the Company filed a confidential arbitration demand with the American Arbitration Association against Salem Hospital for unpaid fees due under the parties' Health Services Agreement in an aggregate amount of $9.3 million . On July 31, 2015, Salem Hospital filed its answer, in which it denied the Company's claims and asserted counterclaims against the Company in the amount of $2.7 million . The outcome is not presently determinable.

On November 16, 2015, the Company was named in a putative class action lawsuit filed in the U.S. District Court for the Eastern District of Michigan (*Dye v. Accretive Health, Inc.*). The primary allegations were that the Company attempted to collect debts without complying with the provisions of the FDCPA. The case was voluntarily dismissed on December 4, 2015.

On December 10, 2015, the plaintiff in the *Dye* action filed a class-action complaint in the Circuit Court for the County of Macomb, Michigan, alleging that the Company's attempts to collect his debts had violated the Michigan Occupational Code. The Company filed its motion to dismiss on February 8, 2016 and a hearing is scheduled on March 28, 2016. The Company believes that it has meritorious defenses and intends to vigorously defend itself against the claims. The outcome is not presently determinable.

Note 11. ***Segments and Customer Concentrations***

The Company has determined that it has a single operating segment in accordance with how its business activities are managed and evaluated. All of the Company's significant operations are organized around the single business of providing end-to-end management services of revenue cycle operations for U.S.-based hospitals and other medical providers. Accordingly, for purposes of segment disclosures, the Company has only one reporting segment. All of the Company's net services revenue and trade accounts receivable are derived from healthcare providers domiciled in the United States.

While managed independently and governed by separate contracts, several of the Company's RCM customers are affiliated with a single healthcare system. The Company evaluates each separate affiliated contract as a customer. The Company has between 25 and 30 individual customers for RCM services in each of the three years ended December 31, 2015, 2014 and 2013 . The Company recognizes revenue on RCM services when there is a contract termination or other contractual agreement event, as defined in Note 2, Summary of Significant Accounting Policies in accordance with its accounting policy. The Company's revenue is not consistent with its cash flows in that cash

Note 11. ***Segments and Customer Concentrations (continued)***

may be accumulated over three to five years prior to a revenue recognition event. Therefore, measuring customers as a percent of total revenue may not be meaningful.

Hospital systems affiliated with Ascension have accounted for a significant portion of the Company's net services revenue each year since the Company's formation. In 2015, 2014 and 2013 , net services revenue from hospitals affiliated with Ascension represented 45% , 12% and 73% of the Company's total net services revenue, respectively. An affiliate of Ascension, individually, accounted for 45% , 12% and 28% of the Company's total net services revenue for 2015, 2014 and 2013 , respectively.

The Ascension system, through its individual customer contracts with the Company, account for more than 75% , 76% and 55% of the Company's total deferred customer billings at December 31, 2015, 2014 and 2013 , respectively. The loss of the customers within this large health system would have a material adverse impact on the Company's operations.

The Company does not have a concentration of credit risk within accounts receivable as reported in the consolidated balance sheets with any one large customer at December 31, 2015, 2014 and 2013 .

Note 12. ***Subsequent Events***

In December 2015, the Company announced a long-term strategic partnership with Ascension Health Alliance, the parent of its largest customer and the nation's largest Catholic and non-profit health system, and TowerBrook Capital Partners ("TowerBrook"), an investment management firm, which transaction was completed on February 16, 2016. As part of the transaction, the Company amended and restated its Master Professional Services Agreement ("A&R MPSA"), with Ascension, effective February 16, 2016 with a term of ten years. Pursuant to the A&R MPSA and with certain limited exceptions, the Company will become the exclusive provider of revenue cycle management services and PAS with respect to acute care services provided by the hospitals affiliated with Ascension that execute supplement agreements with the Company. In addition, at the close of the transaction, the Company issued to TCP-ASC ACHI Series LLLP, a limited liability limited partnership jointly owned by Ascension Health Alliance and investment funds affiliated with TowerBrook: (i) 200,000 shares of its 8.00% Series A Convertible Preferred Stock, par value $0.01 per share (the "Series A Preferred Stock"), for an aggregate price of $200 million and (ii) a warrant to acquire up to 60 million shares of its common stock, on the terms and subject to the conditions set forth in the Warrant Agreement. The Series A Preferred Stock is immediately convertible into shares of common stock.

Note 13. ***Quarterly Financial Information (Unaudited)***

The following tables provide our Quarterly Condensed Consolidated Statements of Operations (in thousands, except per share data):

	1st Quarter Ended March 31,		2nd Quarter Ended June 30,		3rd Quarter Ended September, 30		4th Quarter Ended December 31,	
	2015	2014	2015	2014	2015	2014	2015	2014
Net services revenue	$ 10,971	$ 12,964	$ 22,085	$ 58,975	$ 15,842	$ 90,745	$ 68,341	$ 47,456
Total operating expenses	60,833	97,599	64,342	86,167	70,685	76,001	57,423	79,026
Income (loss) from operations	(49,862)	(84,635)	(42,257)	(27,192)	(54,843)	14,744	10,918	(31,570)
Net income (loss)	$ (30,445)	$ (54,723)	$ (26,288)	$ (16,799)	$ (32,970)	$ 9,553	$ 5,447	$ (17,651)
Net income (loss) per common share								
Basic	$ (0.32)	$ (0.57)	$ (0.27)	$ (0.18)	$ (0.34)	$ 0.10	$ 0.06	(0.18)
Diluted	$ (0.32)	$ (0.57)	$ (0.27)	$ (0.18)	$ (0.34)	$ 0.10	$ 0.06	(0.18)

EXHIBIT INDEX

Exhibit Number	Description
3.1	Restated Certificate of Incorporation of the Registrant, as amended (incorporated by reference to Exhibit 3.2 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
3.2	Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.4 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
3.3	Certificate of Amendment to Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K (File No. 001-34746) filed on August 20, 2015)
3.4	Amendment No.1 to the Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K (File No. 001-34746) filed on August 20, 2015)
3.5	Certificate of Designations of the Registrant's 8.00% Series A Convertible Preferred Stock.
4.1	Specimen Certificate evidencing shares of Common Stock (incorporated by reference to Exhibit 4.1 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
10.1*	Amended and Restated Stock Option Plan, as amended (incorporated by reference to Exhibit 10.1 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
10.2*	Form of Acknowledgment of Grant, used to evidence option grants under the Amended and Restated Stock Option Plan (incorporated by reference to Exhibit 10.2 to the Registration Statement on Form S-1 (File No. 333-162186) filed on September 29, 2009)
10.3*	Restricted Stock Plan, as amended (incorporated by reference to Exhibit 10.3 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
10.4*	Form of Restricted Stock Award Agreement under the Restricted Stock Plan, as amended (incorporated by reference to Exhibit 10.4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on September 29, 2009)
10.5	Third Amended and Restated Stockholders' Agreement, dated as of February 22, 2009, among the Registrant and the parties named therein, as amended (incorporated by reference to Exhibit 10.5 to the Registration Statement on Form S-1 (File No. 333-172707) filed on March 9, 2011)
10.6	Form of Share Exchange Agreement, entered into in February 2009, with each of Etienne H. Deffarges, Steven N. Kaplan, Gregory N. Kazarian, The Shultz 1989 Family Trust, Spiegel Family LLC and John T. Staton Declaration of Trust (incorporated by reference to Exhibit 10.6 to the Registration Statement on Form S-1 (File No. 333-162186) filed on September 29, 2009)
10.7	Lease Agreement, dated as of May 4, 2005, between the Registrant and Zeller Management Corporation, as amended by First Lease Amendment, dated as of January 30, 2007, and Second Lease Amendment, dated as of November 26, 2008 (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form S-1 (File No. 333-162186) filed on September 29, 2009)
10.8*	Employment Agreement, dated as of June 17, 2005, between the Registrant and John T. Staton, as amended (incorporated by reference to Exhibit 10.19 to the Registration Statement on Form S-1 (File No. 333-162186) filed on September 29, 2009)
10.9*	Form of Indemnification Agreement, entered into between the Registrant and each director and executive officer (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K (File No. 001-34746) filed on February 16, 2016)
10.11*	Form of Incentive Stock Option Agreement under the 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.24 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)

Exhibit Number	Description
10.12*	Form of Nonstatutory Stock Option Agreement under the 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.25 to Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-162186) filed on April 26, 2010)
10.13+#	Master Professional Services Agreement by and between Ascension Health and the Registrant effective as of August 6, 2012 (incorporated by reference to Exhibit 10.1 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2012 (File No. 001-34746) filed on November 8, 2012)
10.14*	Chairman's Agreement, dated April 24, 2013, between Registrant and Mary A. Tolan (incorporated by reference to Exhibit 10.14 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.15*	Mutual General Release Agreement, dated April 24, 2013, between Registrant and Mary A. Tolan (incorporated by reference to Exhibit 10.15 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.16*	Employment Agreement, dated April 2, 2013, between Registrant and Stephen F. Schuckenbrock (incorporated by reference to Exhibit 10.16 to Annual Report on Form 10-K filed for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.17*	Stock Option Agreement, dated April 3, 2013, between Registrant and Stephen F. Schuckenbrock (incorporated by reference to Exhibit 10.17 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.18*	Offer Letter, dated April 27, 2013, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.18 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.19*	Restricted Stock Award, dated June 3, 2013, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.19 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.20*	Nonstatutory Stock Option Award Agreement, dated June 3, 2013, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.20 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.21*	Transition Agreement, dated April 24, 2013, between Registrant and Gregory N. Kazarian (incorporated by reference to Exhibit 10.21 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.22*	Severance Agreement and Release of Claims, dated June 28, 2013, between Registrant and Richard Gillette (incorporated by reference to Exhibit 10.22 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.23*	Offer Letter, dated August 24, 2013, between Registrant and Sean D. Orr (incorporated by reference to Exhibit 10.23 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.24*	Resignation Letter, dated March 28, 2014, between Registrant and John T. Staton (incorporated by reference to Exhibit 10.24 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.25*	Amendment to Offer Letter, dated April 29, 2014, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.25 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.26*	Nonstatutory Stock Option Award Agreement, dated April 29, 2014, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.26 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.27*	Restricted Stock Award Agreement, dated April 29, 2014, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.27 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.28*	Offer Letter, dated June 3, 2014, between Registrant and Thomas Gibson (incorporated by reference to Exhibit 10.28 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)

Exhibit Number	Description
10.29*	Offer Letter, dated July 10, 2014, between Registrant and Emad Rizk (incorporated by reference to Exhibit 10.29 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.30*	Nonstatutory Stock Option Award Agreement, dated July 21, 2014, between Registrant and Emad Rizk (incorporated by reference to Exhibit 10.30 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.31*	Restricted Stock Award Agreement, dated July 21, 2014, between Registrant and Emad Rizk (incorporated by reference to Exhibit 10.31 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.32*	Resignation Letter Agreement, dated August 6, 2014, between Registrant and Sean Orr (incorporated by reference to Exhibit 10.32 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.33*	Offer Letter, dated August 6, 2014, between Registrant and Peter Csapo (incorporated by reference to Exhibit 10.33 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.34*	Nonstatutory Stock Option Award Agreement, dated August 12, 2014, between Registrant and Peter Csapo (incorporated by reference to Exhibit 10.34 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.35*	Restricted Stock Award Agreement, dated August 12, 2014, between Registrant and Peter Csapo (incorporated by reference to Exhibit 10.35 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.36*	Chairman Services Agreement, dated November 14, 2014, between Registrant and Steve Shulman (incorporated by reference to Exhibit 10.36 to Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 001-34746) filed on December 30, 2014)
10.37*	Offer Letter, dated January 9, 2015, between Registrant and Richard Evans (incorporated by reference to Exhibit 10.37 to Annual Report on Form 10-K for the fiscal year ended December 31, 2014 (File No. 001-34746) filed on June 23, 2015)
10.38*	Omnibus Amendment, dated May 18, 2015, to Employment Agreement dated April 2, 2013 between Registrant and Stephen F. Schuckenbrock and Stock Option Agreement, dated April 3, 2013, between Registrant and Stephen F. Schuckenbrock (incorporated by reference to Exhibit 10.38 to Annual Report on Form 10-K for the fiscal year ended December 31, 2014 (File No. 001-34746) filed on June 23, 2015)
10.39*	Retention Bonus and Enhanced Severance Agreement, dated August 12, 2015, between Registrant and Emad Rizk (incorporated by reference to Exhibit 10.2 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 (File No. 001-34746) filed on November 9, 2015)
10.40*	Retention Bonus and Enhanced Severance Agreement, dated August 12, 2015, between Registrant and Peter Csapo (incorporated by reference to Exhibit 10.4 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 (File No. 001-34746) filed on November 9, 2015)
10.41*	Retention Bonus and Enhanced Severance Agreement, dated August 12, 2015, between Registrant and Joseph Flanagan (incorporated by reference to Exhibit 10.5 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 (File No. 001-34746) filed on November 9, 2015)
10.42*	Amended and Restated 2010 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K (File No. 001-34746) filed on August 20, 2015)
10.43*	Form of Restricted Stock Award Agreement under the Amended and Restated 2010 Stock Incentive Plan
10.44*	Amendment to Retention and Severance Bonus Agreement, dated October 19, 2015, between Registrant and Emad Rizk (incorporated by reference to Exhibit 10.3 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 (File No. 001-34746) filed on November 9, 2015)
10.45*	Letter Agreement, dated December 7, 2015, between Registrant and Emad Rizk.
10.46*	Letter Agreement, dated December 7, 2015, between Registrant and Joseph Flanagan.
10.47*	Restricted Stock Award Agreement, dated December 31, 2015, between Registrant and Peter Csapo.

Exhibit Number	Description
10.48*	Restricted Stock Award Agreement, dated December 31, 2015, between Registrant and Joseph Flanagan.
10.49*	Restricted Stock Award Agreement, dated December 31, 2015, between Registrant and Emad Rizk.
10.50	Securities Purchase Agreement, dated as of December 7, 2015, by and among Accretive Health, Inc., TCP-ASC ACHI Series LLLP, and, solely for the purposes set forth therein, Ascension Health Alliance d/b/a Ascension (incorporated by reference to Exhibit 10.1 to Current Report on 8-K (File No. 001-34746) filed December 9, 2015).
21.1	Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 to Amendment No. 4 to the Registration Statement on Form S-1 filed on April 26, 2010)
23.1	Consent of Ernst & Young LLP
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following materials from the Accretive Health, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2014, formatted in eXtensible Business Reporting Language (XBRL): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations and Comprehensive Income (Loss), (iii) the Consolidated Statements of Stockholders' Equity, (iv) the Consolidated Statements of Cash Flows, and (v) related notes.

* Management contract or compensatory plan or arrangement required to be filed pursuant to Item 15(b) of Form 10-K.

\+ Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission.

\# Registrant entered into an Amended & Restated Master Professional Services Agreement with Ascension Health effective as of February 16, 2016. Registrant intends to file a copy of such agreement with its Quarterly Report on Form-10Q for the quarter ended March 31, 2016.

Exhibit 3.5

CERTIFICATE OF DESIGNATIONS OF
8.00% SERIES A CONVERTIBLE
PREFERRED STOCK,
PAR VALUE $0.01 PER SHARE, OF
ACCRETIVE HEALTH, INC.

Pursuant to Sections 151 and 103 of the
General Corporation Law of the State of Delaware

ACCRETIVE HEALTH, INC. , a corporation organized and existing under the laws of the State of Delaware (the " Company "), certifies that pursuant to the authority contained in its Restated Certificate of Incorporation, as amended from time to time (the " Certificate of Incorporation "), and in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Company (the " Board of Directors ") has duly approved and adopted the following resolution on December 7, 2015, and the resolution was adopted by all necessary action on the part of the Company:

RESOLVED , that pursuant to the authority vested in the Board of Directors by the Certificate of Incorporation and Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors does hereby designate, create, authorize and provide for the issue of a series of 370,000 shares of Preferred Stock, par value $0.01 per share, having the voting powers and such designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions that are set forth in this resolution of the Board of Directors pursuant to authority expressly vested in it by the provisions of the Certificate of Incorporation and hereby constituting an amendment to the Certificate of Incorporation as follows:

Section 1 **Designation** . The designation of the series of preferred stock of the Company is "8.00% Series A Convertible Preferred Stock," par value $0.01 per share (the " Series A Preferred Stock "). Each share of the Series A Preferred Stock shall be identical in all respects to every other share of the Series A Preferred Stock. The Series A Preferred Stock shall be perpetual.

Section 2 **Number of Shares** . The authorized number of shares of Series A Preferred Stock is 370,000 shares. Series A Preferred Stock that is redeemed, purchased or otherwise acquired by the Company, or converted into another class or series of Capital Stock shall not be reissued as Series A Preferred Stock, and the Company shall take such actions as are necessary to cause such acquired or converted shares to resume the status of authorized but unissued shares of Preferred Stock.

Section 3 **Defined Terms and Rules of Construction** .

(a) **Definitions** . As used herein with respect to the Series A Preferred Stock:

" Affiliate " of any Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For purposes of this definition, "control" when used with respect to any Person has the meaning specified in Rule 12b-2 under the Exchange Act; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

" Beneficially Own " shall mean "beneficially own" as defined in Rule 13d-3 under the Exchange Act.

" Board of Directors " shall mean the board of directors of the Company.

" Business Day " shall mean a day that is a Monday, Tuesday, Wednesday, Thursday or Friday and is not a day on which banking institutions in New York, New York or Chicago, Illinois generally are authorized or obligated by law, regulation or executive order to close.

" Bylaws " shall mean the Amended and Restated Bylaws of the Company in effect on the date hereof, as they may be amended from time to time.

" Capital Stock " shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (in each case however designated) stock issued by the Company.

" Certificate of Incorporation " shall mean the Restated Certificate of Incorporation of the Company, as amended from time to time, including by this Certificate of Designations.

" Certificate of Designations " shall mean this Certificate of Designations relating to the Series A Preferred Stock, as it may be amended from time to time.

" Change of Control " shall mean the occurrence of any of the following:

(1) any Person shall Beneficially Own, directly or indirectly, through a purchase, merger or other acquisition transaction or series of transactions, shares of the Company's Capital Stock entitling such Person to exercise more than 50% of the total voting power of all classes of Voting Stock of the Company, other than an acquisition by the Company, any of the Company's Subsidiaries or any of the Company's employee benefit plans (for purposes of this clause (1), "Person" shall include any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act); provided , that a Change of Control pursuant to this clause (1) shall not result from transfers by any Permitted Holder to any other Permitted Holder (other than pursuant to a transaction described in clause (2) below or a tender or exchange offer); or

(2) the Company (i) merges or consolidates with or into any other Person, another Person merges with or into the Company, or the Company conveys, sells, transfers or leases all or substantially all of the Company's assets to another Person or (ii) engages in any recapitalization, reclassification or other transaction in which all or substantially all of the Common Stock is exchanged for or converted into cash, securities or other property, in each case other than a merger or consolidation:

(A) that does not result in a reclassification, conversion, exchange or cancellation of the Company's outstanding Common Stock; provided that the holders of the Common Stock outstanding immediately prior to such transaction hold the majority of the Common Stock immediately following such transaction;

(B) which is effected solely to change the Company's jurisdiction of incorporation and results in a reclassification, conversion or exchange of outstanding shares of the Common Stock solely into shares of common stock of the surviving entity; or

(C) where the Voting Stock outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance).

" Close of Business " shall mean 5:00 p.m., Eastern Time, on any Business Day.

" Closing Price " shall mean the price per share of the final trade of the Common Stock on the applicable Trading Day on the principal national securities exchange or market on which the Common Stock is listed or admitted to trading (including any over-the-counter market).

" Code " shall mean the Internal Revenue Code of 1986, as amended.

" Commission " shall mean the U.S. Securities and Exchange Commission, including the staff thereof.

" Common Participation Amount " shall have the meaning ascribed to in Section 4(a).

" Common Stock " shall mean the common stock, par value $.01 per share, of the Company.

" Company " shall mean Accretive Health, Inc., a corporation organized and existing under the laws of the State of Delaware, and any successor thereof.

" Conversion Price " shall mean the quotient of (i) the sum of (A) the Liquidation Preference *plus* (B) an amount per share equal to accrued but unpaid dividends not previously added to the Liquidation Preference on such share of Series A Preferred Stock from and including the immediately preceding Dividend Payment Date to but excluding the conversion date and (ii) $1,000.

" Conversion Rate " shall mean 400, subject to adjustment as set forth in Section 8.

" Current Market Price " shall mean the average Closing Price for the ten (10) consecutive Trading Days immediately preceding, but not including, the date as of which the Current Market Price is to be determined.

" Debt Documents " shall mean each agreement of the Company for borrowed money in an aggregate principal amount in excess of $25.0 million (with "principal amount" for purposes of this definition to include undrawn committed or available amounts) that is entered into by the Company from time to time and as may be amended, supplemented, restated, renewed, replaced, refinanced or otherwise modified from time to time. For the avoidance of doubt, (x) obligations under multiple agreements may not be aggregated for purposes of satisfying the definition of Debt Document, (y) mortgages, real estate leases, capital lease obligations, purchase money agreements, sale-leaseback transactions, equipment financing, inventory financing, letters of credit and receivables financing shall be eligible to constitute Debt Documents and (z) interest rate swaps, currency or commodity hedges and other derivative instruments shall be eligible to constitute Debt Documents measured on the basis of liability to the Company determined as of the date of the most recent quarterly or annual balance sheet of the Company, and not based on notional amount.

" Distributed Property " shall have the meaning ascribed to it in Section 8(c).

" Dividend Payment Date " shall mean January 1, April 1, July 1 and October 1 of each year, commencing on April 1, 2016; provided that if any such Dividend Payment Date would otherwise occur on a day that is not a Business Day, such Dividend Payment Date shall instead be (and any dividend payable on Series A Preferred Stock on such Dividend Payment Date shall instead be payable on) the immediately succeeding Business Day.

" Dividend Period " shall mean the period commencing on and including a Dividend Payment Date and shall end on and include the day immediately preceding the next Dividend Payment Date; provided that the initial Dividend Period shall commence on and include the Original Issue Date and shall end on and include the day immediately preceding the first Dividend Payment Date.

" Dividend Rate " shall mean 8.00% per annum.

" Dividend Record Date " shall have the meaning ascribed to it in Section 4(a).

" Equity-Linked Security " shall have the meaning ascribed to it in Section 8(d).

" Exchange Act " shall mean the Securities Exchange Act of 1934, as amended.

" Exchange Property " shall have the meaning ascribed to it in Section 10(a).

" Excluded Issuance " shall mean, any issuances of (1) Capital Stock to any employee, officer or director of the Company pursuant to a stock option, incentive compensation stock purchase or similar plan outstanding as of the Original Issue Date or, subsequent to the Original Issue Date, approved by the Board of Directors or a duly authorized committee of the Board of Directors, (2) securities pursuant to any merger, joint venture, partnership, consolidation, dissolution,

liquidation, tender offer, recapitalization, reorganization, share exchange, business combination or similar transaction or any other direct or indirect acquisition by the Company, whereby the Company's securities comprise, in whole or in part, the consideration paid by the Company in such transaction, (3) securities pursuant to a registration statement declared effective by the Securities and Exchange Commission, or a prospectus approved by the appropriate functional regulator under the applicable securities laws of any foreign jurisdiction, for which the securities so registered are to be offered and sold to the broad investing public by means of an at-the-market underwritten offering (excluding, for the avoidance of doubt, any rights offering or any offering at a discount to the Current Market Price other than any underwriting discount, fee or commission), (4) Capital Stock pursuant to options, warrants, notes or other rights to acquire securities of the Company outstanding on the Original Issue Date or issued pursuant to an Excluded Issuance under clauses (1) and (2) above, (5) Common Stock upon conversion of the Series A Preferred Stock and exercise of the Warrant issued to the Investor pursuant to that certain Securities Purchase Agreement, dated as of December 7, 2015, by and among the Company, the Investor and, solely for purposes of Sections 8.11 , 9.2 , 10.1 , 10.2 and 10.5 through 10.15 thereof, Ascension Health Alliance d/b/a Ascension and (6) securities in connection with any dividend, distribution, split or combination referred to in Section 8(a).

" Fundamental Change " shall mean the occurrence of any of the following: (1) a Change of Control, (2) the Company, within the meaning of Title 11 of the U.S. Code or any similar federal or state law for the relief of debtors, (a) commences a voluntary case, (b) consents to the entry of an order for relief against it in an involuntary case, (c) consents to the appointment of a custodian of it for all or substantially all of its property or (d) makes a general assignment for the benefit of its creditors, or (3) the Common Stock has not been re-listed on any of the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the New York Stock Exchange or any other United States national securities exchange on or prior to the one year anniversary of the Original Issue Date or, if re-listed prior to such date, the Common Stock ceases to be so listed on any such exchange at any time thereafter without the simultaneous listing on another of such exchanges.

" Independent Majority " shall have the meaning ascribed to it in Section 8(e).

" Internal Reorganization Event " shall have the meaning ascribed to it in Section 10(d).

" Investor " means TCP-ASC ACHI Series LLLP, a Delaware limited liability limited partnership.

" Investor Majority " means (1) at any time prior to when any Series A Preferred Stock has been converted into shares of Common Stock, Permitted Holders that hold a majority of the Series A Preferred Stock held at such time by all Permitted Holders and (2) at any time after any Series A Preferred Stock has been converted into shares of Common Stock, Permitted Holders that hold a majority of the shares of Common Stock held at such time by all Permitted Holders (assuming, for this purpose, that all Series A Preferred Stock then held by the Permitted Holders as of such time is converted as of such time into shares of Common Stock).

" Investor Rights Agreement " shall mean the investor rights agreement, dated February 16, 2016, as amended from time to time, by and between the Company and the Investor.

" Junior Stock " shall mean the Common Stock and any other class or series of Capital Stock that ranks junior to the Series A Preferred Stock (1) as to the payment of dividends or (2) as to the distribution of assets on any liquidation, dissolution or winding up of the Company, or both.

" Liquidating Distribution " shall have the meaning ascribed to it in Section 8(c).

" Liquidation Preference " shall initially mean $1,000 per share of Series A Preferred Stock; provided , however , that to the extent that the Company does not declare a PIK Dividend or declare and pay a dividend in cash on a Dividend Payment Date pursuant to Section 4(b) and (c), an amount equal to the Net Preferred Dividend shall be added to the Liquidation Preference of such share on the applicable Dividend Payment Date.

" Net Preferred Dividend " has the meaning ascribed to it in Section 4(b).

" Original Issue Date " shall mean February 16, 2016.

" Ownership Threshold " shall have the meaning given in the Investor Rights Agreement.

" Parity Stock " shall mean any class or series of Capital Stock (other than the Series A Preferred Stock) that ranks equally with the Series A Preferred Stock both (1) in the priority of payment of dividends and (2) in the distribution of assets upon any liquidation, dissolution or winding up of the Company (in each case, without regard to whether dividends accrue cumulatively or non-cumulatively).

" Per Share Amount " shall have the meaning ascribed to it in Section 7(a).

" Permitted Holders " shall mean, collectively, Investor, TowerBrook Capital Partners L.P., Ascension Health Alliance or any of their respective Affiliates.

" Permitted Transfer " shall have the meaning ascribed to it in the Investor Rights Agreement.

" Person " shall mean any individual, company, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof or any other entity.

" PIK Dividend " has the meaning ascribed to in Section 4(c).

" Preferred Director " has the meaning ascribed to it in Section 9(b).

" Preferred Dividend " has the meaning ascribed to it in Section 4(b).

" Preferred Stock " shall mean any and all series of preferred stock of the Company, including the Series A Preferred Stock.

" Record Date " shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of shareholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract, this Certificate of Designations or otherwise).

" Reorganization Event " shall have the meaning ascribed to it in Section 10(a).

" Reorganization Event Date " shall have the meaning ascribed to it in Section 10(a).

" Series A Preferred Stock " shall have the meaning ascribed to it in Section 1.

" Spin-Off " shall have the meaning ascribed to it in Section 8(c).

" Subsidiary " shall mean any company, partnership, limited liability company, joint venture, joint stock company, trust, unincorporated organization or other entity for which the Company owns at least 50% of the Voting Stock of such entity.

" Trading Day " shall mean any Business Day on which the Common Stock is traded, or able to be traded, on the principal national securities exchange or market on which the Common Stock is listed or admitted to trading (including any over-the-counter market).

" Trigger Event " shall have the meaning ascribed to it in Section 8(c).

" Voting Stock " shall mean Capital Stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances (determined without regard to any classification of directors) to elect one or more members of the Board of Directors (without regard to whether or not, at the relevant time, Capital Stock of any other class or classes (other than Common Stock) shall have or might have voting power by reason of the happening of any contingency).

(b) Rules of Construction . Unless the context otherwise requires: (i) a term has the meaning assigned to it herein; (ii) an accounting term not otherwise defined herein has the meaning accorded to it in accordance with generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis; (iii) words in the singular include the plural, and in the plural include the singular; (iv) "or" is not exclusive; (v) "will" shall be interpreted to express a command; (vi) "including" means including without limitation; (vii) provisions apply to successive events and transactions; (viii) references to any Section or clause refer to the corresponding Section or clause, respectively, of this Certificate of Designations; (ix) any reference to a day or number of days, unless expressly referred to as a Business Day or Trading Day, shall mean the respective calendar day or number of calendar days; (x) references to sections of or rules under the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules, and any term defined by reference to a section of or rule under the Exchange Act shall include Commission and judicial interpretations of such section or rule; (xi) references to sections of the Code shall be deemed to include any substitute, replacement or successor sections as well as the Treasury Regulations promulgated thereunder from time to time; (xii) headings are for convenience only; and (xiii) unless otherwise expressly provided in this Certificate of Designations, a reference to any specific agreement or other document shall be deemed a reference to such agreement or document as amended from time to time in accordance with the terms of such agreement or document.

Section 4 Dividends .

(a) Participation with Dividends on Common Stock . No cash dividend may be declared or paid on the Common Stock during a Dividend Period unless a cash dividend is also declared or paid (as applicable) on the Series A Preferred Stock for such Dividend Period in an amount (the " Common Participation Amount ") equal to (A) the Per Share Amount as of the Record Date for such dividend (the " Dividend Record Date ") *multiplied* by (B) the amount per share distributed or to be distributed in respect of the Common Stock in connection with such cash dividend.

(b) Dividend Rate on Series A Preferred Stock . In addition to participation in cash dividends on Common Stock as set forth in Section 4(a), holders of the Series A Preferred Stock shall be entitled to receive, on each share of Series A Preferred Stock and with respect to each Dividend Period, an amount (such amount, the " Net Preferred Dividend ") equal to the Dividend Rate *multiplied* by the Liquidation Preference per share of Series A Preferred Stock (the " Preferred Dividend "). If and to the extent that the Company does not pay the entire Net Preferred Dividend for a particular Dividend Period in cash or declare and pay a PIK Dividend on the applicable Dividend Payment Date for such period, the amount of such Net Preferred Dividend not paid in cash or not declared and paid as a PIK Dividend shall be added to the Liquidation Preference in accordance with the definition thereof. Amounts payable at the Dividend Rate shall begin to accrue and be cumulative from the Original Issue Date, whether or not the Company has funds legally available for such dividends or such dividends are declared, shall compound on each Dividend Payment Date (i.e., no dividends shall accrue on other dividends unless and until the first Dividend Payment Date for such other dividends has passed without such other dividends having been paid on such date) and shall be payable in arrears on the first Dividend Payment Date after such Dividend Period. Dividends that are payable on the Series A Preferred Stock on any Dividend Payment Date shall be payable to holders of record of the Series A Preferred Stock as they appear on the stock register of the Company on the Record Date for such dividend, which shall be the date 15 days prior to the applicable Dividend Payment Date.

Dividends payable at the Dividend Rate on the Series A Preferred Stock in respect of any Dividend Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of dividends payable at the Dividend Rate on the Series A Preferred Stock on any date prior to the end of a Dividend Period, and for the initial Dividend Period, shall be computed on the basis of a 360-day year consisting of twelve 30-day months, and actual days elapsed over a 30-day month (i.e., during each Dividend Period other than the Initial Dividend Period, $20.00 of Preferred Dividend accrues).

(c) **Payment of Dividends** . Notwithstanding anything to the contrary in this Certificate of Designations, cash dividends shall be paid only to the extent (i) the Company has funds legally available for such payment, (ii) there are no provisions in any of the Debt Documents prohibiting the payment of cash dividends on the Series A Preferred Stock in such amount on the applicable Dividend Payment Date and (iii) the Board of Directors, or an authorized committee thereof, declares such dividend payable. To the extent the Board of Directors desires to declare any cash dividend or other distribution in cash on the Common Stock during any Dividend Period that requires a corresponding cash dividend on the Series A Preferred Stock in accordance with Section 4(a), it may do so only to the extent that (i) the Company has funds legally available for the payment of such dividend or distribution in cash on all of the shares of Common Stock and Series A Preferred Stock then outstanding and (ii) such cash dividend or distribution on the Common Stock and the Series A Preferred Stock shall be payable only on the applicable Dividend Payment Date for such Dividend Period. Notwithstanding anything to the contrary set forth in this Section 4, prior to the seventh anniversary of the Original Issue Date, the Preferred Dividend will be payable in kind in additional shares of Series A Preferred Stock (the " PIK Dividend ") and following the seventh anniversary of the Original Issue Date, the Preferred Dividend will be payable in cash. With respect to the PIK Dividend, the number of shares of Series A Preferred Stock to be issued in payment of such PIK Dividend with respect to each outstanding share of Series A Preferred Stock shall be determined by dividing (A) the amount of the Preferred Dividend by (B) the Liquidation Preference (excluding any amounts added to the initial Liquidation Preference pursuant to the proviso in the definition of Liquidation Preference and Section 4(b)) per share of Series A Preferred Stock. To the extent that any Preferred Dividend would result in the issuance of a fractional share of Series A Preferred Stock to any holder, then the amount of such fraction multiplied by the Liquidation Preference shall be paid in cash (unless there are no legally available funds with which to make such cash payment, in which event such cash amount shall be added to the Liquidation Preference in accordance with Section 4(a)).

(d) **Priority of Dividends** . Subject to Sections 4(a), (b) and (c), Section 8 and Section 9, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or an authorized committee thereof may be declared and paid on any Capital Stock, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment.

Section 5 **Liquidation Rights** .

(a) **Voluntary or Involuntary Liquidation** . In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, holders of the Series A Preferred Stock shall be entitled to receive for each share of Series A Preferred Stock, out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to shareholders of the Company, and after satisfaction of all liabilities and obligations to creditors of the Company, on par with each share of Parity Stock but before any distribution of such assets or proceeds is made to or set aside for the holders of Junior Stock, an amount equal to the greater of (1) the sum of (a) the Liquidation Preference per share of the Series A Preferred Stock *plus* (b) an amount per share equal to accrued but unpaid dividends not previously added to the Liquidation Preference from and including the immediately preceding Dividend Payment Date to but excluding the date fixed for such liquidation, dissolution or winding up of the Company and (2) the per share amount of all cash, securities and other property (such securities or other property having a value equal to its fair market value as reasonably determined by the Board of Directors) to be distributed in respect of the Common Stock such holder would have been entitled to receive had it converted such Series A Preferred Stock immediately prior to the date fixed for such liquidation, dissolution or winding up of the Company. To the extent such amount is paid in full to all holders of Series A Preferred Stock and all the holders of Parity Stock, the holders of Junior Stock of the Company shall be entitled to receive all remaining assets of the Company (or proceeds thereof) according to their respective rights and preferences.

(b) **Partial Payment** . If in connection with any distribution described in Section 5(a) above the assets of the Company or proceeds thereof are not sufficient to pay the liquidation preferences in full to all holders of Series A Preferred Stock and all holders of Parity Stock, the amounts paid to the holders of Series A Preferred Stock and to the holders of all such other Parity Stock shall be paid *pro rata* in accordance with the respective aggregate liquidation preferences of the holders of Series A Preferred Stock and the holders of all such other Parity Stock.

(c) **Merger, Consolidation and Sale of Assets Not Liquidation** . For purposes of this Section 5, the merger or consolidation of the Company with any other corporation or other entity, including a merger or consolidation in which

the holders of Series A Preferred Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or other property) of all or substantially all of the assets of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company, but instead shall be subject to the provisions of Section 10.

Section 6 Redemption .

(a) Redemption at the Option of the Holder .

(1) Upon the occurrence of a Fundamental Change, each holder of the Series A Preferred Stock shall have the right to require the Company to repurchase all or any part of such holder's Series A Preferred Stock for cash at a purchase price per share equal to 101% of the sum of (a) the Liquidation Preference per share of the Series A Preferred Stock *plus* (b) an amount equal to accrued but unpaid dividends not previously added to the Liquidation Preference per share on such share of Series A Preferred Stock from and including the immediately preceding Dividend Payment Date to but excluding the date of redemption; provided , however , that (i) the Company shall not be required to repurchase any Series A Preferred Stock pursuant to this Section 6(a) to the extent such repurchase would be prohibited by any provision of any Debt Document and (ii) if the Company does not repurchase any outstanding shares of Series A Preferred Stock due to clause (i) of this proviso then, for so long as the Company fails to satisfy its repurchase obligation under this Section 6(a) with respect to such shares, the Dividend Rate for such outstanding shares of Series A Preferred Stock will increase to 10%, effective as of the date of the Fundamental Change, and will remain at 10% until the date on which the Company satisfies its repurchase obligation with respect to such shares.

(2) No later than 30 days after the occurrence of a Fundamental Change, the Company shall send notice by first class mail, postage prepaid, addressed to the holders of record of the shares of Series A Preferred Stock at their respective last addresses appearing on the books of the Company stating (1) that a Fundamental Change has occurred, (2) that all shares of Series A Preferred Stock tendered prior to a Business Day no earlier than 30 days nor later than 60 days from the date such notice is mailed shall be accepted for redemption and (3) the procedures that holders of the Series A Preferred Stock must follow in order to redeem their shares of Series A Preferred Stock, including the place or places where certificates for such shares are to be surrendered for payment of the redemption price; provided , however , that if the Company is not permitted to repurchase the Series A Preferred Stock due to clause (i) of the proviso of Section 6(a)(1), then the notice shall, in lieu of the information in (2) and (3) of this paragraph, include a statement identifying the relevant provision(s) in the Debt Documents and stating the new Dividend Rate applicable to the Series A Preferred Stock pursuant to this Section 6(a). Any notice mailed as provided in this Subsection shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series A Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series A Preferred Stock.

Section 7 Conversion .

(a) Conversion at the Option of the Holders . Each share of Series A Preferred Stock may be converted on any date, from time to time, at the option of the holder thereof, into the number of shares of Common Stock (the "Per Share Amount") equal to the Conversion Price *multiplied* by the Conversion Rate in effect at such time.

The right of conversion attaching to any shares of Series A Preferred Stock may be exercised by the holders thereof by delivering the shares to be converted to the office of the Company, accompanied by a duly signed and completed notice of conversion in form reasonably satisfactory to the Company. The conversion date shall be the date on which the shares of Series A Preferred Stock and the duly signed and completed notice of conversion are received by the Company. The Person entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock as of such conversion date, and such Person or Persons shall cease to be a record holder of the Series A Preferred Stock on that date. As promptly as practicable on or after the conversion date (and in any event no later than three Trading Days thereafter), the Company shall issue the number of whole shares of Common Stock issuable upon conversion, with any fractional shares (after aggregating all Series A Preferred Stock being converted on such date) rounded to the nearest whole share. Such delivery shall be made, at the option of the applicable holder, in certificated form or by book-entry. Any such certificate or certificates shall be delivered by the

Company to the appropriate holder on a book-entry basis or by mailing certificates evidencing the shares to the holders at their respective addresses as set forth in the conversion notice.

(b) Common Stock Reserved for Issuance. The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series A Preferred Stock then outstanding. Any shares of Common Stock issued upon conversion of Series A Preferred Stock shall be (i) duly authorized, validly issued and fully paid and nonassessable, (ii) shall rank pari passu with the other shares of Common Stock outstanding from time to time and (iii) shall be approved for listing on the principal national securities exchange or market on which the Common Stock is listed or admitted to trading (including any over-the-counter market).

(c) Taxes . The Company shall pay any and all transfer taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of Series A Preferred Stock. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Series A Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

Section 8 Dilution Adjustments. The Conversion Rate shall be adjusted from time to time (successively and for each event described) by the Company as follows:

(a) If the Company shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, issue shares of Common Stock as a dividend or distribution on shares of Common Stock, or if the Company effects a share split or share combination in respect of the Common Stock, then the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such dividend or distribution, or the Close of Business on the effective date of such share split or combination, as applicable;
CR'	=	the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such dividend or distribution, or the Close of Business on the effective date of such share split or share combination, as applicable;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the Close of Business on the Record Date for such dividend or distribution, or the Close of Business on the effective date of such share split or share combination, as applicable; and
OS'	=	the number of shares of Common Stock outstanding immediately after such dividend or distribution, or the Close of Business on the effective date of such share split or share combination, as applicable.

The Company shall not pay any dividend or make any distribution on shares of Common Stock held in treasury by the Company.

(b) Except as otherwise provided for by Section 8(c), if the Company shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, distribute to all or substantially all holders of its outstanding shares

of Common Stock any options, rights or warrants entitling them for a period of not more than 45 days from the Record Date of such distribution to subscribe for or purchase shares of Common Stock at a price per share less than the Closing Price of the Common Stock on the Trading Day immediately preceding the Record Date of such distribution, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such distribution;
CR'	=	the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such distribution;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the Close of Business on the Record Date for such distribution;
X	=	the total number of shares of Common Stock issuable pursuant to such options, rights or warrants; and
Y	=	the number of shares of Common Stock equal to the aggregate price payable to exercise such options, rights or warrants divided by the average Closing Price of the Common Stock over the 10 consecutive Trading Day period ending on the Record Date.

To the extent that shares of Common Stock are not delivered pursuant to any such options, rights or warrants that are non-transferable upon the expiration or termination of such options, rights or warrants, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the distribution of such options, rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered.

In determining the aggregate price payable to exercise such options, rights or warrants, there shall be taken into account any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be determined in good faith by the Board of Directors.

(c) If the Company, at any time or from time to time while any of the Series A Preferred Stock is outstanding, shall, by dividend or otherwise, distribute to all or substantially all holders of its Common Stock shares of any class of Capital Stock of the Company, cash, evidences of its indebtedness, assets, property or rights or warrants to acquire Capital Stock or other securities, but excluding (i) dividends or distributions as to which an adjustment under Section 8(a) or Section 8(b) shall apply, (ii) dividends or distributions paid exclusively in cash to the extent that the Series A Preferred Stock participates on an as-converted basis with the Common Stock in a cash dividend or distribution in accordance with Section 4(a), and (iii) SpinOffs to which the provision set forth below in this Section 8(c) shall apply (any of such shares of Capital Stock, cash, indebtedness, assets, property or rights or warrants to acquire Common Stock or other securities, hereinafter in this Section 8(c) called the " Distributed Property "), then, in each such case the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the Record Date for such distribution;
CR'	=	the new Conversion Rate in effect immediately after the Close of Business on the Record Date for such distribution;
SP_0	=	the average Closing Price of the Common Stock over the 10 consecutive Trading Day period ending on the Record Date for such distribution; and
FMV	=	(i) for cash dividends or distributions, the amount of cash distributed and (ii) for other Distributed Property, the fair market value (as determined in good faith by the Board of Directors) of the portion of Distributed Property, in each case, with respect to each outstanding share of Common Stock on the Record Date for such distribution.

Notwithstanding the foregoing, if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP_0 as set forth above (a " Liquidating Distribution "), then in lieu of the foregoing adjustment, the Company shall distribute to each holder of Series A Preferred Stock on the date such Distributed Property is distributed to holders of Common Stock, but without requiring such holder to convert its shares of Series A Preferred Stock, the amount of Distributed Property such holder would have received had such holder owned a number of shares of Common Stock equal to the Per Share Amount on the Record Date fixed for determination for shareholders entitled to receive such Liquidating Distribution; provided , however , that the Company shall not distribute Distributed Property to either the holders of the Common Stock or the Preferred Stock to the extent such distribution would be prohibited by any provision of any Debt Document. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8(c) by reference to the actual or when issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in computing the Current Market Price of the Common Stock for purposes of calculating SP_0 in the formula in this Section 8(c).

With respect to an adjustment pursuant to this Section 8(c) where there has been a payment of a dividend or other distribution on the Common Stock consisting of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company (a " Spin-Off "), the Conversion Rate in effect immediately before the Close of Business on the 10 th Trading Day immediately following, and including, the effective date of the Spin-Off shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV + MP_0}{MP_0}$$

where

CR_0	=	the Conversion Rate in effect immediately prior to the Close of Business on the 10 th Trading Day immediately following, and including, the effective date of the Spin-Off;
CR'	=	the new Conversion Rate in effect from and after the Close of Business on the 10 th Trading Day immediately following, and including, the effective date of the Spin-Off;
FMV	=	the average of the Closing Prices of the Capital Stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the 10 consecutive Trading Day period immediately following, and including, the effective date of the Spin-Off; and
MP_0	=	the average Closing Price of the Common Stock over the 10 consecutive Trading Day period calculated immediately following, and including, the effective date of the Spin-Off.

Such adjustment shall occur on the 10 th Trading Day immediately following, and including, the effective date of the Spin-Off.

For purposes of this Section 8(c), Section 8(a) and Section 8(b) hereof, any dividend or distribution to which this Section 8(c) is applicable that also includes shares of Common Stock, or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8(a) or 8(b) hereof applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8(a) or 8(b) hereof applies (and any Conversion Rate adjustment required by this Section 8(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such options, rights or warrants to which Section 8(a) or 8(b) hereof applies (and any further Conversion Rate adjustment required by Section 8(a) and 8(b) hereof with respect to such dividend or distribution shall then be made), except (A) the Close of Business on the Record Date of such dividend or distribution shall be substituted for "the Close of Business on the Record Date," "the Close of Business on the Record Date or the Close of Business on the effective date," "after the Close of Business on the Record Date for such dividend or distribution or the Close of Business on the effective date of such share split or share combination" and "the Close of Business on the Record Date for such distribution" within the meaning of Section 8(a) and 8(b) hereof and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to the Close of Business on the Record Date or the Close of Business on the effective date" within the meaning of Section 8(a) hereof.

If the Company shall, at any time or from time to time while any of the Series A Preferred Stock is outstanding, distribute options, rights or warrants to all or substantially all holders of Common Stock entitling the holders thereof to subscribe for, purchase or convert into shares of Capital Stock (either initially or under certain circumstances), which options, rights or warrants, until the occurrence of a specified event or events (" Trigger Event "): (x) are deemed to be transferred with such shares of Common Stock; (y) are not exercisable; and (z) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8(c), (and no adjustment to

the Conversion Rate under this Section 8(c) shall be required) until the occurrence of the earliest Trigger Event and a distribution or deemed distribution under the terms of such options, rights or warrants at which time an appropriate adjustment (if any is required) to the Conversion Rate shall be made in the same manner as provided for under this Section 8(c). If any such options, rights or warrants are subject to events, upon the occurrence of which such options, rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new options, rights or warrants for purposes of this Section 8(c) (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of options, rights or warrants (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 8(c) was made, (1) in the case of any such options, rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a distribution under this Section 8(c), equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such options, rights or warrants (assuming such holder had retained such options, rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such options, rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such options, rights or warrants had not been issued.

(d) If the Company, during the eighteen month period following the Original Issue Date, shall issue shares of Common Stock or any other security convertible into, exercisable or exchangeable for Common Stock (such Common Stock or other security, " Equity-Linked Securities "), for a consideration per share of Common Stock (or conversion price per share of Common Stock) less than the Current Market Price of Common Stock on the date the Company fixes the offering price (or conversion price) of Equity-Linked Securities, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0 + (AC / SP')}$$

where:

CR_0	=	the Conversion Rate in effect immediately prior to the issuance of such Equity-Linked Securities;
CR'	=	the new Conversion Rate in effect immediately after the issuance of such Equity-Linked Securities;
AC	=	the aggregate consideration paid or payable for such Equity Linked Securities;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the issuance of such Equity-Linked Securities;
OS'	=	the number of shares of Common Stock outstanding immediately after the issuance of such Equity-Linked Securities or issuable pursuant to such Equity-Linked Securities; and
SP'	=	the Closing Price of the Common Stock on the date of issuance of such Equity-Linked Securities.

The adjustment shall become effective immediately after such issuance.

This Section 8(d) shall not apply to Excluded Issuances.

(e) The Company may make increases in the Conversion Rate, in addition to any other increases required by this Section 8, if the Board of Directors (by action of a majority of the directors that are neither "Investor Designees" (as defined in the Investor Rights Agreement) nor Preferred Directors (" Independent Majority ")) deems it advisable and

necessary to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of shares of Common Stock (or issuance of options, rights or warrants for Common Stock) or from any event treated as such for income tax purposes or for any other reason provided, however, that if there are any Investor Designees or Preferred Directors on the Board of Directors at such time, the Company may not take such action without the approval of the Investor Designees and Preferred Directors, which approval may only be withheld if the Investor Designees and Preferred Directors reasonably determine that such action is likely to result in a material increase in U.S. federal income tax or withholding tax to holders of Series A Preferred Stock. If the Company takes any action affecting the Common Stock, other than an action described in Sections 8(a) though 8(d), which upon a determination by the Board of Directors by action of an Independent Majority, such determination intended to be a "fact" for purposes of Section 151(a) of the General Corporation Law of the State of Delaware, would materially adversely affect the conversion rights of the holders of the Series A Preferred Stock, the Conversion Rate shall be increased, to the extent permitted by law, in such manner, if any, and at such time, as the Board of Directors by action of an Independent Majority determines in good faith to be equitable in the circumstances.

Section 9 Voting Rights .

(a) General . The holders of shares of Series A Preferred Stock shall be entitled to vote with the holders of shares of Common Stock on all matters submitted to a vote of shareholders of the Company, except as otherwise provided herein or by applicable law. Each holder of shares of Series A Preferred Stock shall be entitled to the number of votes equal to the largest number of whole shares of Common Stock into which all shares of Series A Preferred Stock held of record by such holder could then be converted pursuant to Section 7 at the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is first executed. The holders of shares of Series A Preferred Stock shall be entitled to notice of any meeting of shareholders of the Company in accordance with the Bylaws.

(b) Election of Directors .

(1) **Election.** If (i) the Investor is entitled to designate one or more directors to the Board of Directors pursuant to the terms and conditions of Section 2.1 of the Investor Rights Agreement and (ii) the shareholders of the Company fail to elect any of the directors so designated by the Investor, in each case at any annual or special meeting called for, among other items, the election of directors, then the Investor Majority shall be entitled to elect such persons to the Board of Directors that were designated by the Investor and not subsequently elected to the Board of Directors by the shareholders of the Company (each such director, a " Preferred Director ").

(2) **Term.** Each Preferred Director shall serve until the next annual meeting of the shareholders of the Company and until his or her successor is elected and qualifies in accordance with this Section 9(b) and the Bylaws, unless such Preferred Director is earlier removed in accordance with the Bylaws or Investor Rights Agreement, resigns or is otherwise unable to serve. Subject to the Investor Rights Agreement, in the event any Preferred Director is removed, resigns or is unable to serve as a member of the Board of Directors, the Investor Majority shall have the right to fill such vacancy. Each Preferred Director may only be elected to the Board of Directors by the holders of the Series A Preferred Stock in accordance with this Section 9(b), and each such director's seat shall otherwise remain vacant.

(3) **Non-Limitation of Voting Rights.** For the avoidance of doubt, the right of the Permitted Holders to vote for the election of the Preferred Directors shall be in addition to the right of the Series A Preferred Stock to vote together with the holders of Common Stock for the election of the other members of the Board of Directors.

(c) Class Voting Rights as to Particular Matters . In addition to any other vote or consent of shareholders required by law or by the Certificate of Incorporation, the affirmative vote or consent of the Investor Majority, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting any of the actions described in clauses (1) through (3) below:

(1) **Dividends, Repurchase and Redemption** .

(A) The declaration or payment of any dividend or distribution on Common Stock, other Junior Stock or Parity Stock (other than (i) a dividend payable solely in Junior Stock and (ii) dividends or distributions paid exclusively in cash to the extent that the Series A Preferred Stock participates on an as-converted basis with the Common Stock in a cash dividend or distribution in accordance with Section 4(a)) if, at the time of such declaration, payment or distribution, dividends on the Series A Preferred Stock have not been paid in full in cash; or

(B) the purchase, redemption or other acquisition for consideration by the Company, directly or indirectly, of any Common Stock, other Junior Stock or Parity Stock (except as necessary to effect (1) a reclassification of Junior Stock for or into other Junior Stock, (2) a reclassification of Parity Stock for or into other Parity Stock with the same or lesser aggregate liquidation preference, (3) a reclassification of Parity Stock into Junior Stock, (4) the exchange or conversion of one share of Junior Stock for or into another share of Junior Stock, (5) the exchange or conversion of one share of Parity Stock for or into another share of Parity Stock with the same or lesser per share liquidation amount or (6) the exchange or conversion of one share of Parity Stock into Junior Stock), in each case if, at the time of such purchase, redemption or other acquisition, dividends on the Series A Preferred Stock have not been paid in full in cash;

(2) **Amendment of Series A Preferred Stock** . Any amendment, alteration or repeal of any provision of the Certificate of Incorporation or Certificate of Designations so as to adversely affect the relative rights, preferences, privileges or voting powers of the Series A Preferred Stock; or

(3) **Authorizations, Issuances and Reclassifications** . The authorization or creation of, issuance of, or reclassification into, Parity Stock (including additional shares of the Series A Preferred Stock other than shares of the Series A Preferred Stock issued as PIK Dividends) or Capital Stock that would rank senior to the Series A Preferred Stock.

(d) Changes after Provision for Redemption . No vote or consent of the holders of Series A Preferred Stock shall be required pursuant to Section 9(c) if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding shares of Series A Preferred Stock shall have been redeemed, or shall have been called for redemption upon proper notice and sufficient funds shall have been deposited in trust for such redemption, in each case pursuant to Section 6 above.

Section 10 Reorganization Events .

(a) In the event of:

(1) any consolidation or merger of the Company with or into another Person or of another Person with or into the Company;

(2) any sale, transfer, lease or conveyance to another Person of the property of the Company as an entirety or substantially as an entirety;

(3) any statutory share exchange of the Company with another Person (other than in connection with a merger or acquisition); or

(4) any tender offer or exchange offer which, in combination with any related transactions, would result in a Change of Control of the Company (in which case, the Reorganization Event for such purposes shall be all such transactions taken together),

in each case in which holders of Common Stock would be entitled to receive cash, securities or other property for their shares of Common Stock (any such event specified in this Section 10(a), a " Reorganization Event "), each share of Series A Preferred Stock outstanding immediately prior to such Reorganization Event shall (subject to conversion rights pursuant to Section 7), in the event of a Change of Control, be exchanged for (or in the event that the transaction is not a Change of Control, be exchanged for the right to receive upon conversion of the Series A Preferred Stock thereafter

at the time of the holder's election, in accordance with the terms hereof) whichever of the following has the greatest value (as determined by the Board of Directors in its reasonable discretion): (A) an amount in cash equal to the sum of (1) the Liquidation Preference per share of the Series A Preferred Stock *plus* (2) an amount per share equal to accrued but unpaid dividends not previously added to the Liquidation Preference from and including the immediately preceding Dividend Payment Date to but excluding the date on which such Reorganization Event occurs (the " Reorganization Event Date "); (B) an amount equal to the *product* of (I) the Per Share Amount as of the Reorganization Event Date *multiplied* by (II) the amount of cash, securities or other property (such securities or other property having a value equal to its fair market value as reasonably determined by the Board of Directors) distributed or to be distributed in respect of the Common Stock in connection with such Reorganization Event to a holder of Common Stock that was not the counterparty to the Reorganization Event or an Affiliate of such counterparty (such cash, securities and other property, the " Exchange Property "); and (C) to the extent the Reorganization Event constitutes or would constitute a Fundamental Change, an amount in cash equal to the product of (x) 101% *multiplied* by (y) the sum of (1) the Liquidation Preference per share of the Series A Preferred Stock *plus* (2) an amount per share equal to accrued but unpaid dividends not previously added to the Liquidation Preference from and including the immediately preceding Dividend Payment Date to, but excluding, the Reorganization Event Date; provided , however , that the Company shall not distribute cash, securities or other property as provided in this Section 10(a) to either the holders of the Common Stock or the Preferred Stock to the extent such distribution would be prohibited by any provision of any Debt Document. In case of any Reorganization Event, provision shall be made in such transaction so that the holders of any Series A Preferred Stock shall be entitled, but not obligated, to participate in whole or in part in such Reorganization Event directly by surrendering such Series A Preferred Stock in exchange for the Exchange Property receivable in such Reorganization Event applicable to such Series A Preferred Stock on an as converted basis.

(b) In the event that (i) the Board of Directors determines pursuant to Section 10(a) that the Series A shall be exchanged for Exchange Property and (ii) the holders of the shares of the Common Stock have the opportunity to elect the form of consideration to be received in such transaction, the "Exchange Property" that holders of the Series A Preferred Stock shall be entitled to receive shall be determined by the holders of a majority of the outstanding shares of Series A Preferred Stock.

(c) The above provisions of this Section 10 shall similarly apply to successive Reorganization Events.

(d) Notwithstanding anything to the contrary, Section 10(a) shall not apply in the case of, and a Reorganization Event shall not be deemed to be, a merger, consolidation, reorganization or statutory share exchange (x) among the Company and its direct and indirect Subsidiaries or (y) between the Company and any Person for the primary purpose of changing the domicile of the Company (a " Internal Reorganization Event "). Without limiting the rights of the holders of the Series A Preferred Stock set forth in Section 9(c)(2), the Company shall not effectuate an Internal Reorganization Event unless the Series A Preferred Stock shall be outstanding as a class of preferred stock of the surviving company having the same rights, terms, preferences, liquidation preference and accrued and unpaid dividends as the Series A Preferred Stock in effect immediately prior to such Internal Reorganization Event, as adjusted for such Internal Reorganization Event pursuant to this Certificate of Designations after giving effect to any such Internal Reorganization Event. The Company (or any successor) shall, within 20 days of the occurrence of any Internal Reorganization Event, provide written notice to the holders of the Series A Preferred Stock of the occurrence of such event. Failure to deliver such notice shall not affect the operation of this Section 10(d) or the validity of any Internal Reorganization Event.

Section 11 **Record Holders** . To the fullest extent permitted by applicable law, the Company may deem and treat the record holder of any share of the Series A Preferred Stock as the true and lawful owner thereof for all purposes, and the Company shall not be affected by any notice to the contrary.

Section 12 **Notices** .

(a) **General.** All notices or communications in respect of the Series A Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Certificate of Incorporation or Bylaws or by applicable law or regulation. Notwithstanding the foregoing, if the Series A Preferred Stock is issued in book-entry form through The

Depository Trust Company or any similar facility, such notices may be given to the holders of the Series A Preferred Stock in any manner permitted by such facility.

(b) Notice of Certain Events. The Company shall, to the extent not included in the Exchange Act reports of the Company, provide reasonable written notice to each holder of the Series A Preferred Stock of any event that has resulted in (i) a Fundamental Change and (ii) an event the occurrence of which would result in an adjustment to the Conversion Rate, including the then applicable Conversion Rate.

Section 13 Replacement Certificates. The Company shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Company. The Company shall replace certificates that become destroyed, stolen or lost at the holder's expense upon delivery to the Company of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Company.

Section 14 Other Rights . The shares of Series A Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law and regulation.

Section 15 Further Assurances . The Company shall take such actions as are reasonably required in order for the Company to satisfy its obligations under this Certificate of Designations, including, without limitation, using reasonable best efforts in obtaining the approval of the holders of any class or series of Capital Stock or making any filings, in each case as required pursuant to applicable law or the listing requirements (if any) of any national securities exchange on which any class or series of Capital Stock is then listed or traded. The Company further agrees to cooperate with the holders of Series A Preferred in the making of any filings under applicable law that are to be made by the Company or any such holder in connection with any PIK Dividends or the exercise of any such holder's rights hereunder.

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be duly executed and acknowledged by its undersigned duly authorized officer this 12th of February, 2016.

ACCRETIVE HEALTH, INC.

By : /s/ Emad Rizk
Name: Emad Rizk
Title: President and CEO

Exhibit 10.43

GRANT OF RESTRICTED STOCK

Pursuant to Accretive Health, Inc.

Amended and Restated 2010 Stock Incentive Plan

GENERAL TERMS AND CONDITIONS

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Issuance of Restricted Shares .

(a) In consideration of services rendered and to be rendered to the Company by the Participant, the Company has granted to the Participant, subject to the terms and conditions set forth in this Restricted Stock Grant Agreement (this " Agreement ") and in the Company's Amended and Restated 2010 Stock Incentive Plan (the " Plan "), an award consisting of the number of shares of restricted common stock of the Company, $0.01 par value per share (the " Restricted Stock "), that is set forth in the Notice of Grant that forms part of this Agreement (the " Notice of Grant ") opposite the heading "Share Amount".

(b) The Restricted Stock will initially be issued by the Company in book entry form only, in the name of the Participant. Following the vesting of any Restricted Stock pursuant to Section 2 below, the Company shall, if requested by the Participant, issue and deliver to the Participant a certificate representing the vested shares of Restricted Stock. The Participant agrees that the Restricted Stock shall be subject to the forfeiture provisions set forth in Section 3 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. Vesting .

The Restricted Stock shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant (the " Vesting Schedule "). Any fractional shares resulting from the application of the percentages in the Vesting Schedule shall be rounded down to the nearest whole number of shares.

3. Forfeiture of Unvested Restricted Stock Upon Cessation of Service .

In the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the shares of Restricted Stock that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to any shares of Restricted Stock that are so forfeited. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

4. Restrictions on Transfer .

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any shares of Restricted Stock, or any interest therein, until such shares of Restricted Stock have vested, except that the Participant may transfer such unvested shares of Restricted Stock: (a) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Compensation Committee (collectively, "Approved Relatives") or to a trust established solely for

the benefit of the Participant and/or Approved Relatives, provided that such Restricted Stock shall remain subject to this Agreement (including without limitation the vesting provisions set forth in Section 2, the forfeiture provisions set forth in Section 3 and the restrictions on transfer set forth in this Section 4) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement; or (b) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation). The Company shall not be required (i) to transfer on its books any of the shares of Restricted Stock which have been transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such shares of Restricted Stock or to pay dividends to any transferee to whom such shares of Restricted Stock have been transferred in violation of any of the provisions of this Agreement.

5. Restrictive Legends .

The book entry account reflecting the issuance of the shares of Restricted Stock in the name of the Participant shall bear a legend or other notation upon substantially the following terms:

"These shares of stock are subject to forfeiture provisions and restrictions on transfer set forth in a certain Restricted Stock Grant Agreement between the corporation and the registered owner of these shares (or his or her predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

6. Rights as a Shareholder .

Except as otherwise provided in this Agreement, for so long as the Participant is the registered owner of the Restricted Stock, the Participant shall have all rights as a shareholder with respect to the Restricted Stock, whether vested or unvested, including, without limitation, rights to vote the Restricted Stock and act in respect of the Restricted Stock at any meeting of shareholders; provided, however, that the payment of dividends on unvested shares of Restricted Stock shall be deferred until after such shares vest and shall be paid to the Participant no later than the end of the calendar year in which the dividends are paid to stockholders of that class of stock or, if later, the 15 th day of the third month following the applicable vesting date of such shares of Restricted Stock. No interest will be paid on any such deferred dividends. In the event that any shares of Restricted Stock are forfeited in accordance with terms of this Agreement during the pendency of any such deferred dividends declared with respect to such shares, then the Participant shall also forfeit any right to receive such deferred dividends.

7. Provisions of the Plan .

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

8. Tax Matters .

(a) Acknowledgments; Section 83(b) Election . The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant's own tax advisors with respect to the acquisition of the Restricted Stock and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the Restricted Stock. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Restricted Stock. The Participant acknowledges that he or she has been informed of the availability of making an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the issuance of the Restricted Stock.

(b) Withholding . The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the shares of Restricted Stock. On each date on which shares of Restricted Stock vest, the Company shall deliver written notice to the Participant of the amount of

withholding taxes due with respect to the vesting of the shares of Restricted Stock that vest on such date; provided, however, that the total tax withholding cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). The Participant shall satisfy such tax withholding obligations by transferring to the Company, on each date on which shares of Restricted Stock vest under this Agreement, such number of shares of Restricted Stock that vest on such date as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the New York Stock Exchange or the NASDAQ, as applicable (or, if the Company's common stock is not then traded on the New York Stock Exchange or the NASDAQ, then on any other United States stock exchange upon which the Company's common stock is then listed, or otherwise as reported through the facilities of the OTC Markets Group, Inc.) on the trading date immediately prior to such vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such Restricted Stock (such withholding method a "Surrender") unless , prior to any vesting date, the Compensation Committee determines that a Surrender shall not be available to the Participant, in which case, the Participant shall be required to satisfy his tax obligations hereunder in a manner permitted by the Plan upon the vesting date.

9. Restrictive Covenants .

(a) General . This award represents a substantial economic benefit to the Participant. The Participant, by virtue of such Participant's role with the Company, has access to, and is involved in the formulation of, certain confidential and secret information of the Company regarding its operations and each Participant could materially harm the business of the Company by competing with the Company or soliciting employees or customers of the Company.

(b) Non-Solicitation . During the time in which Participant performs services for the Company and for a period of eighteen (18) months after the Participant ceases to perform services for the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation:

(i) Hire, recruit, solicit or otherwise attempt to employ or retain or enter into any business relationship with, any person who is or was an employee of the Company within the twelve (12) month period immediately preceding the cessation of Participant's service with the Company; or

(ii) Solicit the sale of any products or services that are similar to or competitive with products or services offered by, manufactured by, designed by, or distributed by Company, to any person, company or entity which was or is a customer or potential customer of Company for such products or services.

(c) Non-Disclosure .

(i) Participant will not, without the Company's prior written permission, directly or indirectly, utilize for any purpose other than for a legitimate business purpose solely on behalf of the Company, or directly or indirectly, disclose to anyone outside of the Company, either during or after Participant's relationship with the Company ends, the Company's Confidential Information, as long as such matters remain Confidential Information.

(ii) This Agreement shall not prohibit Participant from (i) revealing evidence of criminal wrongdoing to law enforcement, (ii) disclosing or discussing concerns regarding regulatory or legal compliance with any governmental agency or entity to the extent that such disclosures or discussions are protected under any whistleblower protection provisions of Federal or state laws or regulations or (iii) divulging the Company's Confidential Information by order of court or agency of competent jurisdiction. However, Participant shall promptly inform the Company of any such situations and shall take such reasonable steps to prevent disclosure of the Company's Confidential Information until the Company has been informed of such requested disclosure and the Company has had an opportunity to respond to the court or agency.

(d) Return of Company Property . Participant agrees that, in the event that Participant's service to the Company is terminated for any reason, Participant shall immediately return all of the Company's property, including without limitation, (i) tools, pagers, computers, printers, key cards, documents or other tangible property of the Company, and (ii) the Company's Confidential Information in any media, including paper or electronic form, and Participant shall not retain in Participant's possession any copies of such information.

(e) Ownership of Software and Inventions . All discoveries, designs, improvements, ideas, inventions, software, whether patentable or copyrightable or not, shall be works-made-for-hire and Company shall be deemed the sole owner throughout the universe of any and all rights of whatsoever nature therein, with the rights to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment to Participant whatsoever. If, for any reason, any of such results and proceeds which relate to the business shall not legally be a work-for-hire and/or there are any rights which do not accrue to the Company under the preceding sentence, then Participant hereby irrevocably assigns and agrees to quitclaim any and all of Participant's right, title and interest thereto including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner the Company determines without any further payment to Participant whatsoever. Participant shall, from time to time, as may be reasonably requested by the Company, at the Company's expense, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent Participant has any rights in the results and proceeds of Participant's services that cannot be assigned in the manner described above, Participant unconditionally and irrevocably waives the enforcement of such rights. Notwithstanding anything to the contrary set forth herein, works developed by the Participant (i) which are developed independently from the work developed for the Company regardless of whether such work was developed before or after the Participant performed services for the Company; or (ii) applications independently developed which are unrelated to the business and which Participant develops during non-business hours using non-business property shall not be deemed work for hire and shall not be the exclusive property of the Company.

(f) Non-Competition .

(i) During the time in which Participant performs services for the Company and for a period of twelve (12) months after the cessation of Participant's service to the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation, within the Restricted Area, own, manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or provide services to, any entity which is in competition with the Company.

(ii) Notwithstanding anything to the contrary, nothing in this Paragraph (f) prohibits Participant from being a passive owner of not more than one percent (1%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Participant has no active participation in the business of such corporation.

(g) Acknowledgments . Participant acknowledges and agrees that the restrictions contained in this Agreement with respect to time, geographical area and scope of activity are reasonable and do not impose a greater restraint than is necessary to protect the goodwill and other legitimate business interests of the Company and that the Participant has had the opportunity to review the provisions of this Agreement with his legal counsel. In particular, the Participant agrees and acknowledges (a) that the Company is currently engaging in business and actively marketing its services and products throughout the United States, (b) that Participant's duties and responsibilities for the Company are co-extensive with the entire scope of the Company's business, (c) that the Company has spent significant time and effort developing and protecting the confidentiality of its methods of doing business, technology, customer lists, long term customer relationships and trade secrets, and (d) that such methods, technology, customer lists, customer relationships and trade secrets have significant value.

(h) Enforcement. The Participant agrees that the restrictions contained in this Agreement are necessary for the protection of the business, the Confidential Information, customer relationships and goodwill of the Company and are considered by the Participant to be reasonable for that purpose and that the scope of restricted activities, the geographic scope and the duration of the restrictions set forth in this Agreement are considered by the Participant to be reasonable. The Participant further agrees that any breach of any of the restrictive covenants in this Agreement would cause the Company substantial, continuing and irrevocable harm for which money damages would be inadequate and therefore, in the event of any such breach or any threatened breach, in addition to such other remedies as may be available, the Company shall be entitled to specific performance and injunctive relief. This Agreement shall not in any way limit the remedies in law or equity otherwise available to the Company or its Affiliates. The Participant further agrees that to the extent any provision or portion of the restrictive covenants of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Without limitation to any other remedies available hereunder or at law in the event of any breach of any of the restrictive covenants in this Agreement by Participant, the Participant agrees that (i) any shares of Restricted Stock issued by the Company to the Participant pursuant to this Agreement shall be forfeited for no consideration and (ii) in the event that the Participant sold the shares of Restricted Stock issued to the Participant pursuant to this Agreement, then the Participant shall be required to pay to the Company in cash, within 30 days of a request by the Company for such payment, the price at which the Participant sold the shares.

(i) Severability; Modification. It is expressly agreed by Participant that:

(i) Modification. If, at the time of enforcement of this Agreement, a court holds that the duration, geographical area or scope of activity restrictions stated herein are unreasonable under circumstances then existing or impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company, Participant agrees that the maximum duration, scope or area reasonable under such circumstances will be substituted for the stated duration, scope or area and that the court will be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law, in all cases giving effect to the intent of the parties that the restrictions contained herein be given effect to the broadest extent possible; and

(ii) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(iii) Non-Disparagement**.** Participant understands and agrees that Participant will not disparage the Company, its officers, directors, administrators, representatives, employees, contractors, consultants or customers and will not engage in any communications or other conduct which might interfere with the relationship between the Company and its current, former, or prospective employees, contractors, consultants, customers, suppliers, regulatory entities, and/or any other persons or entities.

(j) Definitions.

(i) Affiliate. "Affiliate" means any entity controlling or controlled by or under common control with the Company or another Affiliate, at the time of execution of the Agreement and any time thereafter, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, and any other entity with respect to which the Company has significant management or operational responsibility (even though the Company may own less than fifty percent (50%) of the equity of such entity).

(ii) Confidential Information. "Confidential Information" as used in this Agreement shall include the Company's trade secrets as defined under Illinois law, as well as any other information or material which is not generally known to the public, and which:

1. is generated, collected by or utilized in the operations of the Company's business and relates to the actual or anticipated business, research or development of the Company; or

2. is suggested by or results from any task assigned to Participant by the Company or work performed by Participant for or on behalf of the Company.

Confidential Information shall not be considered generally known to the public if Participant or others improperly reveal such information to the public without the Company's express written consent and/or in violation of an obligation of confidentiality to the Company. Examples of Confidential Information include, but are not limited to, all customer, client, supplier and vendor lists, budget information, contents of any database, contracts, product designs, technical know-how, engineering data, pricing and cost information, research and development work, software, business plans, proprietary data, projections, market research, perceptual studies, strategic plans, marketing information, financial information (including financial statements), sales information, training manuals, employee lists and compensation of employees, and all other competitively sensitive information with respect to the Company, whether or not it is in tangible form, and including without limitation any of the foregoing contained or described on paper or in computer software or other storage devices, as the same may exist from time to time.

(iii) Restricted Area. For purposes of this Agreement, the term "Restricted Area" shall mean the United States of America.

10. Miscellaneous .

(a) Authority of Compensation Committee . In making any decisions or taking any actions with respect to the matters covered by this Agreement, the Compensation Committee shall have all of the authority and discretion, and shall be subject to all of the protections, provided for in the Plan. All decisions and actions by the Compensation Committee with respect to this Agreement shall be made in the Compensation Committee's discretion and shall be final and binding on the Participant.

(b) No Right to Continued Service . The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the Restricted Stock is contingent upon his or her continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company.

(c) Governing Law . This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

(d) Exclusive Jurisdiction/Venue . All disputes that arise from or relate to this Agreement shall be decided exclusively by binding arbitration in Cook County, Illinois under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitrator's award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction. Notwithstanding the foregoing, any disputes related to the enforcement of the restrictive covenants contained in Section 9 of this Agreement shall be subject to and determined under Delaware law and adjudicated in Illinois courts.

[signature page follows]

I hereby acknowledge that I have read this Agreement, have received and read the Plan, and understand and agree to comply with the terms and conditions of this Agreement and the Plan.

PARTICIPANT ACCEPTANCE
[To be accepted electronically]

Exhibit 10.45

December 2, 2015

Emad Rizk
c/o Accretive Health, Inc.
401 North Michigan Avenue
Suite 2700
Chicago, Illinois 60611

Re: Retention and Enhanced Severance Letter Agreement

Dear Emad:

As you know, TowerBrook Capital Partners, L.P. (" TowerBrook ") and Ascension Health Alliance d/b/a Ascension (" Ascension Health ") have been in discussions with Accretive Health, Inc. (the " Company ") with respect to a potential transaction in which an entity to be formed by TowerBrook and Ascension Health (the " Investor ") will make a cash investment in the Company in exchange for shares of the Company (the " Investment " and the agreement through which the Investment is effected, the " SPA "). Prior to entering into the SPA, the Investor has asked that you agree that your retention and enhanced severance letter agreement with the Company, dated as of August 12, 2015 and amended as of October 19, 2015 (the " Retention Agreement "), will terminate sooner than December 31, 2015 (its current expiration date). Although the Investment will not constitute a "Change of Control" within the meaning of your Retention Agreement, in consideration for your agreement to the early termination of your Retention Agreement, the Company will grant you an equity award, as described in further detail in this letter agreement (the " Letter Agreement ").

If the SPA is not executed by the parties thereto on or prior to December 31, 2015 or if, prior to the date on which the Investment is completed (the " Investment Date "), the SPA is terminated by the parties thereto in accordance with its terms, this Letter Agreement shall be null and void *ab initio* and of no further force or effect.

1. Termination of Retention Agreement . You and the Company hereby agree that, notwithstanding anything to the contrary contained in your Retention Agreement, your Retention Agreement shall terminate and be null and void and of no further force or effect as of the date the SPA is executed by all parties thereto. Without limiting the foregoing, you hereby knowingly and voluntarily relinquish and release any and all rights and claims that you currently possess or may or would otherwise possess under or in respect of the Retention Agreement.

2. Grant of Restricted Stock Award . In consideration of your agreement to terminate the Retention Agreement and in full satisfaction of any obligations the Company may have had to you under the Retention Agreement, promptly following the Investment Date (or such earlier date as may be agreed among the Investor, the Company, and you) and subject to your continued employment with the Company through the Investment Date or such earlier date, as applicable, the Company shall grant to you a Restricted Stock Award (as defined in the Company's Amended and Restated 2010 Stock Incentive Plan (the " Plan ")) under the Plan in respect of 1,500,000 shares of the Company's common stock, par value $0.01 (the " Common Stock "). The Restricted Stock Award shall vest in equal annual installments on the first three anniversaries of the Investment Date, subject to your continued employment through each such anniversary date, and shall accelerate in full upon your earlier termination of employment (a) by the Company without Cause (as defined in that certain offer letter, dated as of July 10, 2014, by and between the Company and you (the " Offer Letter ")), (b) by you for Good Reason (as defined in the Offer Letter), or (c) due to your death or Disability (as defined in the Offer Letter). Except as set forth in the immediately preceding sentence, the Restricted Stock Award shall have substantially the same terms and conditions (excluding any vesting or accelerated vesting terms and conditions) as set forth in the restricted stock award agreement filed as Exhibit 10.31 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

3. Golden Parachute Excise Tax . If your receipt of (or vesting in) the Restricted Stock Award as provided for under this Letter Agreement, along with the aggregate amount of any other payments or benefits that

could be paid, provided, or delivered to you by the Company or its affiliates are considered "parachute payments" (as defined in Section 280G of the Internal Revenue Code of 1986, as amended (the " Code ")) (such payments and benefits, the " Parachute Payments "), then the aggregate amount of Parachute Payments to which you will be entitled will equal the amount that produces the greatest after-tax benefit to you after taking into account any excise tax payable by you under Section 4999 of the Code (the " Excise Tax "). You acknowledge and agree that application of this Section 3 will reduce the amount of Parachute Payments otherwise payable to you, only if doing so would place you in a better net after-tax economic position as compared with not doing so (taking into account the Excise Tax payable in respect of such Parachute Payments). In such event, the Company will reduce or eliminate the Parachute Payments by first reducing or eliminating the portion of the Parachute Payments that are payable in cash and then by reducing or eliminating the non-cash portion of the Parachute Payments, in each case, in reverse order beginning with payments or benefits that are to be paid the furthest in the future. All determinations to be made under this Section 3 will be made, at the Company's expense, by a nationally recognized certified public accounting firm selected by the Company.

4. Miscellaneous .

(a) Amendments . This Letter Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors or legal representatives.

(b) Governing Law . This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

(c) Entire Agreement . This Letter Agreement constitutes the complete understanding between the parties hereto relating to the subject matter hereof, and supersedes in its entirety any prior oral or written agreements, understandings, or representations relating to the subject matter hereof, including, without limitation, the Retention Agreement. Notwithstanding the foregoing and for the avoidance of doubt, this Letter Agreement shall not supersede any rights you may have under your Offer Letter as in existence prior to the execution of your Retention Agreement (including, without limitation, with respect to any termination of employment protections set forth in Sections 8 and 9 of your Offer Letter) and the Offer Letter shall remain in full force and effect.

[*Signature Page Follows*]

Please confirm your agreement to all of the foregoing by executing this Letter Agreement as indicated below.

Very truly yours,

ACCRETIVE HEALTH, INC.

By: /s/ Daniel A. Zaccardo
Name: Daniel A. Zaccardo
Title: Senior Vice President, General Counsel & Corporate Secretary

Acknowledged and Agreed:

/s/ Emad Rizk
Emad Rizk

[*Signature Page to Letter Agreement*]

Exhibit 10.46

December 2, 2015

Joe Flanagan
c/o Accretive Health, Inc.
401 North Michigan Avenue
Suite 2700
Chicago, Illinois 60611

Re: Retention and Enhanced Severance Letter Agreement

Dear Joe:

As you know, TowerBrook Capital Partners, L.P. (" TowerBrook ") and Ascension Health Alliance d/b/a Ascension (" Ascension Health ") have been in discussions with Accretive Health, Inc. (the " Company ") with respect to a potential transaction in which an entity to be formed by TowerBrook and Ascension Health (the " Investor ") will make a cash investment in the Company in exchange for shares of the Company (the " Investment " and the agreement through which the Investment is effected, the " SPA "). Prior to entering into the SPA, the Investor has asked that you agree that your retention and enhanced severance letter agreement with the Company, dated as of August 12, 2015 (the " Retention Agreement "), will terminate sooner than December 31, 2015 (its current expiration date). Although the Investment will not constitute a "Change of Control" within the meaning of your Retention Agreement, in consideration for your agreement to the early termination of your Retention Agreement, the Company will grant you an equity award, as described in further detail in this letter agreement (the " Letter Agreement ").

If the SPA is not executed by the parties thereto on or prior to December 31, 2015 or if, prior to the date on which the Investment is completed (the " Investment Date "), the SPA is terminated by the parties thereto in accordance with its terms, this Letter Agreement shall be null and void *ab initio* and of no further force or effect.

1. Termination of Retention Agreement . You and the Company hereby agree that, notwithstanding anything to the contrary contained in your Retention Agreement, your Retention Agreement shall terminate and be null and void and of no further force or effect as of the date the SPA is executed by all parties thereto. Without limiting the foregoing, you hereby knowingly and voluntarily relinquish and release any and all rights and claims that you currently possess or may or would otherwise possess under or in respect of the Retention Agreement.

2. Grant of Restricted Stock Award . In consideration of your agreement to terminate the Retention Agreement and in full satisfaction of any obligations the Company may have had to you under the Retention Agreement, promptly following the Investment Date (or such earlier date as may be agreed among the Investor, the Company, and you) and subject to your continued employment with the Company through the Investment Date or such earlier date, as applicable, the Company shall grant to you a Restricted Stock Award (as defined in the Company's Amended and Restated 2010 Stock Incentive Plan (the " Plan ")) under the Plan in respect of 952,000 shares of the Company's common stock, par value $0.01 (the " Common Stock "). The Restricted Stock Award shall vest in equal annual installments on the first three anniversaries of the Investment Date, subject to your continued employment through each such anniversary date, and shall accelerate in full upon your earlier termination of employment (a) by the Company without Cause (as defined in that certain offer letter, dated as of April 27, 2013 and amended as of April 29, 2014, by and between the Company and you (the " Offer Letter ")), (b) by you for Good Reason (as defined in the Offer Letter), or (c) due to your death or Disability (as defined in the Offer Letter). Except as set forth in the immediately preceding sentence, the Restricted Stock Award shall have substantially the same terms and conditions (excluding any vesting or accelerated vesting terms and conditions) as set forth in the restricted stock award agreement filed as Exhibit 10.31 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

3. Golden Parachute Excise Tax . If your receipt of (or vesting in) the Restricted Stock Award as provided for under this Letter Agreement, along with the aggregate amount of any other payments or benefits that

could be paid, provided, or delivered to you by the Company or its affiliates are considered "parachute payments" (as defined in Section 280G of the Internal Revenue Code of 1986, as amended (the " Code ")) (such payments and benefits, the " Parachute Payments "), then the aggregate amount of Parachute Payments to which you will be entitled will equal the amount that produces the greatest after-tax benefit to you after taking into account any excise tax payable by you under Section 4999 of the Code (the " Excise Tax "). You acknowledge and agree that application of this Section 3 will reduce the amount of Parachute Payments otherwise payable to you, only if doing so would place you in a better net after-tax economic position as compared with not doing so (taking into account the Excise Tax payable in respect of such Parachute Payments). In such event, the Company will reduce or eliminate the Parachute Payments by first reducing or eliminating the portion of the Parachute Payments that are payable in cash and then by reducing or eliminating the non-cash portion of the Parachute Payments, in each case, in reverse order beginning with payments or benefits that are to be paid the furthest in the future. All determinations to be made under this Section 3 will be made, at the Company's expense, by a nationally recognized certified public accounting firm selected by the Company.

4. Miscellaneous .

(a) Amendments . This Letter Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors or legal representatives.

(b) Governing Law . This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles thereof.

(c) Entire Agreement . This Letter Agreement constitutes the complete understanding between the parties hereto relating to the subject matter hereof, and supersedes in its entirety any prior oral or written agreements, understandings, or representations relating to the subject matter hereof, including, without limitation, the Retention Agreement. Notwithstanding the foregoing and for the avoidance of doubt, this Letter Agreement shall not supersede any rights you may have under your Offer Letter as in existence prior to the execution of your Retention Agreement (including, without limitation, with respect to any termination of employment protections set forth in Sections 8 and 9 of your Offer Letter) and the Offer Letter shall remain in full force and effect.

[*Signature Page Follows*]

Please confirm your agreement to all of the foregoing by executing this Letter Agreement as indicated below.

Very truly yours,

ACCRETIVE HEALTH, INC.

By: /s/ Daniel A. Zaccardo_____
Name: Daniel A. Zaccardo
Title: Senior Vice President, General Counsel & Corporate Secretary

Acknowledged and Agreed:

/s/ Joe Flanagan
Joe Flanagan

[*Signature Page to Letter Agreement*]

Exhibit 10.47
Execution Version

Accretive Health, Inc.

Restricted Stock Award Agreement

RECITALS

WHEREAS, TowerBrook Capital Partners, L.P. ("TowerBrook") and Ascension Health Alliance d/b/a Ascension ("Ascension Health") have entered into an agreement, dated December 7, 2015, with the Company with respect to a transaction in which an entity to be formed by TowerBrook and Ascension Health (the "Investor") will make a cash investment in the Company in exchange for shares of convertible preferred stock of the Company (the "Investment" and the agreement through which the Investment is effected, the "SPA");

WHEREAS, the Participant and the Company are parties to that certain retention and enhanced severance letter agreement with the Company, dated as of August 13, 2015 (the "Retention Agreement");

WHEREAS, the Company and Participant desire to enter into this Agreement, which will supersede and replace the Retention Agreement in its entirety.

GENERAL TERMS AND CONDITIONS

This Restricted Stock Award is granted to the Participant under the Amended and Restated Accretive Health, Inc. 2010 Stock Incentive Plan (the "Plan"). Terms that are not defined herein shall have the meaning ascribed to such terms under the Plan (except as otherwise expressly provided herein).

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Issuance of Restricted Shares.**

(a) In consideration of services rendered and to be rendered to the Company by the Participant, the Company has granted to the Participant on December 31, 2015 (the "Grant Date"), subject to the terms and conditions set forth in this Restricted Stock Award Agreement (this "Agreement") and the Plan, an award of 676,800 restricted shares of common stock, $0.01 par value per share, of the Company (the "Restricted Stock").

(b) The Restricted Stock will initially be issued by the Company in book entry form only, in the name of the Participant. Following the vesting of any Restricted Stock pursuant to Section 2 below, the Company shall, if requested by the Participant, issue and deliver to the Participant a certificate representing the vested shares of Restricted Stock. The Participant agrees that the Restricted Stock shall be subject to the forfeiture provisions set forth in Section 3 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. **Vesting.**

(a) General . Subject to the provisions of Sections 2(b) and 8 hereof, so long as the Participant is employed by the Company, the shares of Restricted Stock subject to this award shall become vested as follows:

(i) Initial Vesting Tranche . One-third (1/3 rd) of the shares of Restricted Stock subject to this award shall become vested on the first (1 st) anniversary of the "Closing Date" of the Investment (as defined in the SPA), subject to the Participant's continued employment with the Company through such vesting date.

(ii) Second Vesting Tranche . One-third (1/3 rd) of the shares of Restricted Stock subject to this award shall become vested on the second (2 nd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iii) Third Vesting Tranche. One-third (1/3 rd) of the shares of Restricted Stock subject to this award shall become vested on the third (3 rd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iv) Any fractional shares resulting from the application of the vesting provisions contained in this Section 2 shall be rounded down to the nearest whole number of shares.

(b) Termination by the Company Without Cause, Resignation by the Participant For Good Reason, or Upon Death or Disability. Notwithstanding the provisions of Section 2(a) hereof, in the event of the Participant's termination of employment by the Company without "Cause" or by the Participant for "Good Reason", or due to the Participant's death or "Disability", any unvested portion of the Restricted Stock shall become fully vested as of the date of such termination.

3. **Forfeiture of Unvested Restricted Stock Upon Cessation of Service or Failure to Consummate the Investment.**

Except as otherwise expressly provided in Section 2 hereof, in the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the shares of Restricted Stock that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to any shares of Restricted Stock that are so forfeited. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary. If, for any reason, the Investment is not ultimately consummated, this Agreement and the Restricted Stock granted hereunder, shall automatically be cancelled and forfeited for no consideration. In addition, the Participant, in his sole discretion shall have the right to forfeit all or any portion of the Restricted Stock prior to the applicable vesting date for such Restricted Stock.

4. **Restrictions on Transfer.**

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any shares of Restricted Stock, or any interest therein, until such shares of Restricted Stock have vested, except that the Participant may transfer such shares of Restricted Stock: (a) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Compensation Committee (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Restricted Stock shall remain subject to this Agreement (including, without limitation, the forfeiture provisions set forth in Section 3 hereof and the restrictions on transfer set forth in this Section 4) and the Plan, and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement; or (b) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation). The Company shall not be required (i) to transfer on its books any of the shares of Restricted Stock which have been transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such shares of Restricted Stock or to pay dividends to any transferee to whom such shares of Restricted Stock have been transferred in violation of any of the provisions of this Agreement.

5. **Restrictive Legends.**

The book entry account reflecting the issuance of the shares of Restricted Stock in the name of the Participant shall bear a legend or other notation upon substantially the following terms:

"These shares of stock are subject to forfeiture provisions and restrictions on transfer set forth in a certain Restricted Stock Award Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

6. **Rights as a Shareholder.**

Except as otherwise provided in this Agreement, for so long as the Participant is the registered owner of the Restricted Stock, the Participant shall have all rights as a shareholder with respect to the Restricted Stock, whether vested or unvested, including, without limitation, rights to vote the Restricted Stock and act in respect of the Restricted Stock at any meeting of shareholders; provided, however, that the payment of dividends on unvested Restricted Stock shall be deferred until after such shares vest and shall be paid to the Participant within thirty (30) days following the applicable vesting date of such shares of Restricted Stock.

7. **Provisions of the Plan.**

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

8. **Tax Matters.**

(a) Acknowledgments. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the acquisition of the Restricted Stock and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the Restricted Stock. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Restricted Stock.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the shares of Restricted Stock. On each date on which shares of Restricted Stock vest, the Company shall deliver written notice to the Participant of the amount of withholding taxes due with respect to the vesting of the shares of Restricted Stock that vest on such date; provided, however, that the total tax withholding cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). The Participant shall satisfy such tax withholding obligations by transferring to the Company, on each date on which shares of Restricted Stock vest under this Agreement, such number of shares of Restricted Stock that vest on such date as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the New York Stock Exchange (or if not then traded on such exchange, on the principal national securities exchange in the United States on which it is then traded) on the trading date immediately prior to such vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such Restricted Stock (such withholding method a "Surrender") unless, prior to any vesting date, (x) the Compensation Committee determines that a Surrender shall not be available to the Participant or (y) the Participant elects to forego a Surrender, in which case, the Participant shall be required to satisfy his tax obligations hereunder in a manner permitted by the Plan upon the relevant vesting date; provided, however, that, notwithstanding the foregoing, in the event that a vesting date occurs during a "blackout period" during which the Participant is prohibited from selling shares of Company common stock, the Compensation Committee shall, unless prohibited by law, securities or exchange regulations, make a Surrender available to the Participant.

(c) Section 83(b) Election. The Participant acknowledges (i) that he has been informed of the availability of making an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the issuance of the Restricted Stock (a "Section 83(b) Election") and (ii) that, to the extent the Participant chooses to make a Section 83(b) Election, he may make such Section 83(b) Election with respect to all or a portion of the Restricted Stock. The Company acknowledges (i) that the Participant's choice to make (or not make) a Section 83(b) Election is a voluntary choice by the Participant and (ii) the Participant is under no duty (fiduciary, contractual or otherwise) to the Company to make such Section 83(b) Election. For the avoidance of doubt, the Participant shall, consistent with the terms and conditions of the Plan and Section 8(b) of this Agreement, be responsible for satisfying any and all of the Participant's tax liabilities in connection with any Section 83(b) Election the Participant chooses to make.

(d) Section 280G . If the Participant's receipt of (or vesting in) the Restricted Stock, along with the aggregate amount of any other payments or benefits that could be paid, provided, or delivered to the Participant by the Company or its affiliates are considered "parachute payments" (as defined in Section 280G of the Code) (such payments and benefits, the "Parachute Payments"), then the aggregate amount of Parachute Payments to which the Participant will be entitled will equal the amount that produces the greatest after-tax benefit to the Participant after taking into account any excise tax payable by the Participant under Section 4999 of the Code (the "Excise Tax"). The Participant acknowledges and agrees that application of this Section 8(d) will reduce the amount of Parachute Payments otherwise payable to the Participant, only if doing so would place the Participant in a better net after-tax economic position as compared with not doing so (taking into account the Excise Tax payable in respect of such Parachute Payments). In such event, the Company will reduce or eliminate the Parachute Payments by first reducing or eliminating the portion of the Parachute Payments that are payable in cash and then by reducing or eliminating the non-cash portion of the Parachute Payments, in each case, in reverse order beginning with payments or benefits that are to be paid the furthest in the future. All determinations to be made under this Section 8(d) will be made, at the Company's expense, by a nationally recognized certified public accounting firm selected by the Company.

9. **Restrictive Covenants.**

(a) General . This award represents a substantial economic benefit to the Participant. The Participant, by virtue of such Participant's role with the Company, has access to, and is involved in the formulation of, certain confidential and secret information of the Company regarding its operations and each Participant could materially harm the business of the Company by competing with the Company or soliciting employees or customers of the Company.

(b) Non-Solicitation . During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the Participant ceases to perform services for the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation:

(i) Hire, recruit, solicit or otherwise attempt to employ or retain or enter into any business relationship with, any person who is or was an employee of the Company within the twelve (12)-month period immediately preceding the cessation of Participant's service with the Company; or

(ii) Solicit the sale of any products or services that are similar to or competitive with products or services offered by, manufactured by, designed by, or distributed by the Company, to any person, company or entity which was or is a customer or potential customer of the Company for such products or services.

(iii) For the avoidance of doubt, the Participant shall not be considered to have solicited away any business or customer of the Company if that business or customer contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant. Further, for the avoidance of doubt, the Participant shall not be considered to have solicited, diverted or taken away any employee of the Company if that employee contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant, it being the parties' intention that the Participant will not be prohibited from accepting solicitations from any employee when neither the Participant nor any other person acting in concert with, or at the direction of, the Participant contacted or otherwise solicited the employee, provided that the foregoing shall in no way limit the application of the restriction on hiring employees contemplated by Section 9(b)(i) hereof.

(c) Non-Disclosure .

(i) Participant will not, without the Company's prior written permission, directly or indirectly, utilize for any purpose other than for a legitimate business purpose solely on behalf of the Company, or directly or indirectly, disclose to anyone outside of the Company, either during or after Participant's relationship with the Company ends, the Company's Confidential Information, as long as such matters remain Confidential Information.

(ii) This Agreement shall not prevent Participant from revealing evidence of criminal wrongdoing to law enforcement or prohibit Participant from divulging the Company's Confidential Information by order of a court or agency of competent jurisdiction. However, Participant shall promptly inform the Company of any such situations and shall take such reasonable steps to prevent disclosure of the Company's Confidential Information until the Company has been informed of such requested disclosure and the Company has had an opportunity to respond to the court or agency.

(d) Return of Company Property . Participant agrees that, in the event that Participant's service to the Company is terminated for any reason, Participant shall immediately return all of the Company's property, including, without limitation, (i) tools, pagers, computers, printers, key cards, documents or other tangible property of the Company, and (ii) the Company's Confidential Information in any media, including paper or electronic form, and Participant shall not retain in Participant's possession any copies of such information.

(e) Ownership of Software and Inventions . All discoveries, designs, improvements, ideas, inventions, software, whether patentable or copyrightable or not, shall be works-made-for-hire and the Company shall be deemed the sole owner throughout the universe of any and all rights of whatsoever nature therein, with the rights to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment after the term of this Agreement to Participant whatsoever. If, for any reason, any of such results and proceeds which relate to the business shall not legally be a work-for-hire and/or there are any rights which do not accrue to the Company under the preceding sentence, then Participant hereby irrevocably assigns and agrees to quitclaim any and all of Participant's right, title and interest thereto including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner the Company determines without any further payment to Participant whatsoever. Participant shall, from time to time, as may be reasonably requested by the Company, at the Company's expense, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent Participant has any rights in the results and proceeds of Participant's services that cannot be assigned in the manner described above, Participant unconditionally and irrevocably waives the enforcement of such rights. Notwithstanding anything to the contrary set forth herein, works developed by the Participant (i) which are developed independently from the work developed for the Company regardless of whether such work was developed before or after the Participant performed services for the Company; or (ii) applications independently developed which are unrelated to the business and which Participant develops during non-business hours using non-business property shall not be deemed work for hire and shall not be the exclusive property of the Company.

(f) Non-Competition .

(i) During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the cessation of Participant's service to the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation, within the Restricted Area, own, manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or provide services to, a "Competing Business". For the purposes of this Agreement, the term "Competing Business" shall mean any entity or business: (1) engaged in the business of offering finance-related services to health care systems and hospitals, including, but not limited to, the collection of medical debt, hospital billings and revenue management; or (2) engaged in any other business or activity in which the Company has been engaged prior to the date hereof or in which the Company is engaged during the term of the Participant's employment.

(ii) Notwithstanding anything to the contrary, nothing in this paragraph (f) prohibits Participant from being a passive owner of not more than one percent (1%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Participant has no active participation in the business of such corporation.

(g) Acknowledgments. The Participant acknowledges and agrees that the restrictions contained in this Agreement with respect to time, geographical area and scope of activity are reasonable and do not impose a greater restraint than is necessary to protect the goodwill and other legitimate business interests of the Company and that the Participant has had the opportunity to review the provisions of this Agreement with his legal counsel.

(h) Enforcement. The Participant agrees that the restrictions contained in this Agreement are necessary for the protection of the business, the Confidential Information, customer relationships and goodwill of the Company and are considered by the Participant to be reasonable for that purpose and that the scope of restricted activities, the geographic scope and the duration of the restrictions set forth in this Agreement are considered by the Participant to be reasonable. The Participant further agrees that any breach of any of the restrictive covenants in this Agreement would cause the Company substantial, continuing and irrevocable harm for which money damages would be inadequate and therefore, in the event of any such breach or any threatened breach, in addition to such other remedies as may be available, the Company shall be entitled to specific performance and injunctive relief. This Agreement shall not in any way limit the remedies in law or equity otherwise available to the Company or its Affiliates. The Participant further agrees that to the extent any provision or portion of the restrictive covenants of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Without limitation to any other remedies available hereunder or at law, in the event of any breach of any of the restrictive covenants in this Agreement by the Participant, the Participant agrees that any vested shares of Restricted Stock issued by the Company to the Participant pursuant to this Agreement shall be forfeited for no consideration. In the event that the Participant sold the shares issued to the Participant pursuant to this Agreement, then the Participant shall be required to pay to the Company in cash, within thirty (30) days of a request by the Company for such payment, the price at which the Participant sold the Shares.

(i) Severability; Modification. It is expressly agreed by Participant that:

(i) Modification. If, at the time of enforcement of this Agreement, a court holds that the duration, geographical area or scope of activity restrictions stated herein are unreasonable under circumstances then existing or impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company, Participant agrees that the maximum duration, scope or area reasonable under such circumstances will be substituted for the stated duration, scope or area and that the court will be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law, in all cases giving effect to the intent of the parties that the restrictions contained herein be given effect to the broadest extent possible.

(ii) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(iii) Non-Disparagement. Participant understands and agrees that Participant will not disparage the Company, its officers, directors, administrators, representatives, employees, contractors, consultants or customers and will not engage in any communications or other conduct which might interfere with the relationship between the Company and its current, former, or prospective employees, contractors, consultants, customers, suppliers, regulatory entities, and/or any other persons or entities.

(j) Definitions.

(i) Affiliate. "Affiliate" means any entity controlling or controlled by or under common control with the Company or another Affiliate, at the time of execution of the Agreement and any time thereafter, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, and any other entity with respect to which the Company has significant management or operational responsibility (even though the Company may own less than fifty percent (50%) of the equity of such entity).

(ii) Cause . "Cause" shall have the meaning set forth in the Offer Letter.

(iii) Confidential Information . "Confidential Information" as used in this Agreement shall include the Company's trade secrets as defined under Illinois law, as well as any other information or material which is not generally known to the public, and which:

a) is generated, collected by or utilized in the operations of the Company's business and relates to the actual or anticipated business, research or development of the Company; or

b) is suggested by or results from any task assigned to Participant by the Company or work performed by Participant for or on behalf of the Company.

Confidential Information shall not be considered generally known to the public if Participant or others improperly reveal such information to the public without the Company's express written consent and/or in violation of an obligation of confidentiality to the Company. Examples of Confidential Information include, but are not limited to, all customer, client, supplier and vendor lists, budget information, contents of any database, contracts, product designs, technical know-how, engineering data, pricing and cost information, research and development work, software, business plans, proprietary data, projections, market research, perceptual studies, strategic plans, marketing information, financial information (including financial statements), sales information, training manuals, employee lists and compensation of employees, and all other competitively sensitive information with respect to the Company, whether or not it is in tangible form, and including, without limitation, any of the foregoing contained or described on paper or in computer software or other storage devices, as the same may exist from time to time.

(iv) Disability . "Disability" shall have the same meaning set forth in the Offer Letter.

(v) Good Reason . "Good Reason" shall have the same meaning set forth in the Offer Letter.

(vi) Offer Letter . "Offer Letter" means that certain offer letter by and between the Participant and the Company dated August 6, 2014.

(vii) Restricted Area . For purposes of this Agreement, the term "Restricted Area" shall mean the United States of America.

10. **Miscellaneous.**

(a) Authority of Compensation Committee . In making any decisions or taking any actions with respect to the matters covered by this Agreement, the Compensation Committee shall have all of the authority and discretion, and shall be subject to all of the protections, provided for in the Plan. All decisions and actions by the Compensation Committee with respect to this Agreement shall be made in the Compensation Committee's discretion and shall be final and binding on the Participant.

(b) No Right to Continued Service . The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the Restricted Stock is contingent upon his continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company.

(c) Governing Law . This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

(d) Exclusive Jurisdiction/Venue . All disputes that arise from or relate to this Agreement shall be decided exclusively by binding arbitration in Cook County, Illinois under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitrator's award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction. Notwithstanding the foregoing, any

disputes related to the enforcement of the restrictive covenants contained in Section 9 of this Agreement shall be subject to and determined under Delaware law and adjudicated in Illinois courts.

(e) Company Representations . The Company acknowledges that, for the avoidance of doubt, this Agreement shall not supersede any rights the Participant may have under the Offer Letter as in existence prior to the execution of this Agreement with respect to any termination of employment protections set forth in Sections 8 and 9 of the Offer Letter.

(f) Participant Representations . The Participant hereby acknowledges, represents and warrants the following: (a) the Participant is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Company, (b) the Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act of 1933, as amended, and may be subject to the limitations of Rule 144, (c) the Participant has no intention of offering or selling any of the shares of Restricted Stock issued hereunder in a transaction that would violate the Securities Act of 1933, as amended, or the securities laws of any state of the United States of America or any other applicable jurisdiction, (d) the Participant has been furnished with, and has had access to, such information as the Participant considers necessary or appropriate for deciding whether to accept the grant of the shares of Restricted Stock hereunder, and the Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of such shares of Restricted Stock, and (e) the Participant is able, without impairing the Participant's financial condition, to hold the shares of Restricted Stock to be issued hereunder for an indefinite period and to suffer a complete loss of the Participant's investment in such shares of Restricted Stock. The Participant and the Company hereby agree that, notwithstanding anything to the contrary contained in the Retention Agreement, the Retention Agreement shall terminate and be null and void and of no further force or effect as of the date hereof. Without limiting the foregoing, the Participant hereby knowingly and voluntarily relinquishes and releases any and all rights and claims that the Participant currently possess or may or would otherwise possess under or in respect of the Retention Agreement.

The Participant hereby acknowledges that he has read this Agreement, has received and read the Plan, and understand and agree to comply with the terms and conditions of this Agreement and the Plan.

PARTICIPANT ACCEPTANCE

Dated: December 31, 2015 /s/ Peter Csapo

Peter Csapo

EXHIBIT A

ELECTION TO INCLUDE VALUE OF PROPERTY IN GROSS INCOME PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

On December 31, 2015 (the " Issue Date "), the undersigned was issued shares of common stock (collectively, the " Shares ") of Accretive Health, Inc. (the " Company "). The Shares are subject to a substantial risk of forfeiture that may not be avoided by a transfer of the Shares to another person. The undersigned desires to make an election to have the Shares taxed under the provisions of Section 83(b) of the Code.

Therefore, pursuant to Section 83(b) of the Code and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election, with respect to the Shares (described below), to report as taxable income for the calendar year 2015 the excess (if any) of the fair market value of the Shares on the Issue Date over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

1. The name, address and social security number of the undersigned is as follows:
   Peter Csapo

   _____

   _____

   Social Security No.: _____

2. A description of the property with respect to which the election is being made: [ ] shares of common stock of Accretive Health, Inc., par value $0.01.

3. The date on which the property was transferred: December 31, 2015. The taxable year for which the election is made: calendar year 2015.

4. The restrictions to which the property is subject: Time-based vesting restrictions.

5. The fair market value on the Issue Date of the property with respect to which the election is being made, determined without regard to any lapse restrictions: $[ ] per share.

6. The amount paid for such property: zero ($0).

7. A copy of this election has been furnished to the Company and each other person to whom a copy is required to be furnished pursuant to Treasury Regulation 1.83-2(d).

Signature: _____

Dated:

Exhibit 10.48
Execution Version

Accretive Health, Inc.

Restricted Stock Award Agreement

RECITALS

WHEREAS, TowerBrook Capital Partners, L.P. ("TowerBrook") and Ascension Health Alliance d/b/a Ascension ("Ascension Health") have entered into an agreement, dated December 7, 2015, with the Company with respect to a transaction in which an entity to be formed by TowerBrook and Ascension Health (the "Investor") will make a cash investment in the Company in exchange for shares of convertible preferred stock of the Company (the "Investment" and the agreement through which the Investment is effected, the "SPA");

WHEREAS, in connection with the proposed Investment, the Company and the Participant entered into that certain letter agreement dated December 2, 2015, 2015 (the "Letter Agreement"), pursuant to which the Company committed to grant the Participant this Restricted Stock Award subject to the completion of the Investment; and

WHEREAS, the Company desires to fulfill its obligation to the Participant under the Letter Agreement.

GENERAL TERMS AND CONDITIONS

This Restricted Stock Award is granted to the Participant under the Amended and Restated Accretive Health, Inc. 2010 Stock Incentive Plan (the "Plan"). Terms that are not defined herein shall have the meaning ascribed to such terms under the Plan (except as otherwise expressly provided herein).

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Issuance of Restricted Shares.**

(a) In consideration of services rendered and to be rendered to the Company by the Participant, the Company has granted to the Participant on December 31, 2015 (the "Grant Date"), subject to the terms and conditions set forth in this Restricted Stock Award Agreement (this "Agreement") and the Plan, an award of 952,000 restricted shares of common stock, $0.01 par value per share, of the Company (the "Restricted Stock").

(b) The Restricted Stock will initially be issued by the Company in book entry form only, in the name of the Participant. Following the vesting of any Restricted Stock pursuant to Section 2 below, the Company shall, if requested by the Participant, issue and deliver to the Participant a certificate representing the vested shares of Restricted Stock. The Participant agrees that the Restricted Stock shall be subject to the forfeiture provisions set forth in Section 3 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. **Vesting.**

(a) General . Subject to the provisions of Sections 2(b) and 8 hereof, so long as the Participant is employed by the Company, the shares of Restricted Stock subject to this award shall become vested as follows:

(i) Initial Vesting Tranche . One-third (1/3 rd) of the shares of Restricted Stock subject to this award shall become vested on the first (1 st) anniversary of the "Closing Date" of the Investment (as defined in the SPA), subject to the Participant's continued employment with the Company through such vesting date.

(ii) Second Vesting Tranche. One-third (1/3rd) of the shares of Restricted Stock subject to this award shall become vested on the second (2nd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iii) Third Vesting Tranche. One-third (1/3rd) of the shares of Restricted Stock subject to this award shall become vested on the third (3rd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iv) Any fractional shares resulting from the application of the vesting provisions contained in this Section 2 shall be rounded down to the nearest whole number of shares.

(b) Termination by the Company Without Cause, Resignation by the Participant For Good Reason, or Upon Death or Disability. Notwithstanding the provisions of Section 2(a) hereof, in the event of the Participant's termination of employment by the Company without "Cause" or by the Participant for "Good Reason", or due to the Participant's death or "Disability", any unvested portion of the Restricted Stock shall become fully vested as of the date of such termination.

3. **Forfeiture of Unvested Restricted Stock Upon Cessation of Service or Failure to Consummate the Investment.**

Except as otherwise expressly provided in Section 2 hereof, in the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the shares of Restricted Stock that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to any shares of Restricted Stock that are so forfeited. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary. If, for any reason, the Investment is not ultimately consummated, this Agreement and the Restricted Stock granted hereunder, shall automatically be cancelled and forfeited for no consideration. In addition, the Participant, in his sole discretion shall have the right to forfeit all or any portion of the Restricted Stock prior to the applicable vesting date for such Restricted Stock.

4. **Restrictions on Transfer.**

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any shares of Restricted Stock, or any interest therein, until such shares of Restricted Stock have vested, except that the Participant may transfer such shares of Restricted Stock: (a) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Compensation Committee (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Restricted Stock shall remain subject to this Agreement (including, without limitation, the forfeiture provisions set forth in Section 3 hereof and the restrictions on transfer set forth in this Section 4) and the Plan, and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement; or (b) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation). The Company shall not be required (i) to transfer on its books any of the shares of Restricted Stock which have been transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such shares of Restricted Stock or to pay dividends to any transferee to whom such shares of Restricted Stock have been transferred in violation of any of the provisions of this Agreement.

5. **Restrictive Legends.**

The book entry account reflecting the issuance of the shares of Restricted Stock in the name of the Participant shall bear a legend or other notation upon substantially the following terms:

"These shares of stock are subject to forfeiture provisions and restrictions on transfer set forth in a certain Restricted Stock Award Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

6. **Rights as a Shareholder.**

Except as otherwise provided in this Agreement, for so long as the Participant is the registered owner of the Restricted Stock, the Participant shall have all rights as a shareholder with respect to the Restricted Stock, whether vested or unvested, including, without limitation, rights to vote the Restricted Stock and act in respect of the Restricted Stock at any meeting of shareholders; provided, however, that the payment of dividends on unvested Restricted Stock shall be deferred until after such shares vest and shall be paid to the Participant within thirty (30) days following the applicable vesting date of such shares of Restricted Stock.

7. **Provisions of the Plan.**

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

8. **Tax Matters.**

(a) Acknowledgments. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the acquisition of the Restricted Stock and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the Restricted Stock. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Restricted Stock.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the shares of Restricted Stock. On each date on which shares of Restricted Stock vest, the Company shall deliver written notice to the Participant of the amount of withholding taxes due with respect to the vesting of the shares of Restricted Stock that vest on such date; provided, however, that the total tax withholding cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). The Participant shall satisfy such tax withholding obligations by transferring to the Company, on each date on which shares of Restricted Stock vest under this Agreement, such number of shares of Restricted Stock that vest on such date as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the New York Stock Exchange (or if not then traded on such exchange, on the principal national securities exchange in the United States on which it is then traded) on the trading date immediately prior to such vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such Restricted Stock (such withholding method a "Surrender") unless, prior to any vesting date, (x) the Compensation Committee determines that a Surrender shall not be available to the Participant or (y) the Participant elects to forego a Surrender, in which case, the Participant shall be required to satisfy his tax obligations hereunder in a manner permitted by the Plan upon the relevant vesting date; provided, however, that, notwithstanding the foregoing, in the event that a vesting date occurs during a "blackout period" during which the Participant is prohibited from selling shares of Company common stock, the Compensation Committee shall, unless prohibited by law, securities or exchange regulations, make a Surrender available to the Participant.

(c) Section 83(b) Election. The Participant acknowledges (i) that he has been informed of the availability of making an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the issuance of the Restricted Stock (a "Section 83(b) Election") and (ii) that, to the extent the Participant chooses to make a Section 83(b) Election, he may make such Section 83(b) Election with respect to all or a portion of the

Restricted Stock. The Company acknowledges (i) that the Participant's choice to make (or not make) a Section 83(b) Election is a voluntary choice by the Participant and (ii) the Participant is under no duty (fiduciary, contractual or otherwise) to the Company to make such Section 83(b) Election. For the avoidance of doubt, the Participant shall, consistent with the terms and conditions of the Plan and Section 8(b) of this Agreement, be responsible for satisfying any and all of the Participant's tax liabilities in connection with any Section 83(b) Election the Participant chooses to make.

(d) Section 280G . If the Participant's receipt of (or vesting in) the Restricted Stock, along with the aggregate amount of any other payments or benefits that could be paid, provided, or delivered to the Participant by the Company or its affiliates are considered "parachute payments" (as defined in Section 280G of the Code) (such payments and benefits, the "Parachute Payments"), then the aggregate amount of Parachute Payments to which the Participant will be entitled will equal the amount that produces the greatest after-tax benefit to the Participant after taking into account any excise tax payable by the Participant under Section 4999 of the Code (the "Excise Tax"). The Participant acknowledges and agrees that application of this Section 8(d) will reduce the amount of Parachute Payments otherwise payable to the Participant, only if doing so would place the Participant in a better net after-tax economic position as compared with not doing so (taking into account the Excise Tax payable in respect of such Parachute Payments). In such event, the Company will reduce or eliminate the Parachute Payments by first reducing or eliminating the portion of the Parachute Payments that are payable in cash and then by reducing or eliminating the non-cash portion of the Parachute Payments, in each case, in reverse order beginning with payments or benefits that are to be paid the furthest in the future. All determinations to be made under this Section 8(d) will be made, at the Company's expense, by a nationally recognized certified public accounting firm selected by the Company.

9. **Restrictive Covenants.**

(a) General . This award represents a substantial economic benefit to the Participant. The Participant, by virtue of such Participant's role with the Company, has access to, and is involved in the formulation of, certain confidential and secret information of the Company regarding its operations and each Participant could materially harm the business of the Company by competing with the Company or soliciting employees or customers of the Company.

(b) Non-Solicitation . During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the Participant ceases to perform services for the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation:

(i) Hire, recruit, solicit or otherwise attempt to employ or retain or enter into any business relationship with, any person who is or was an employee of the Company within the twelve (12)-month period immediately preceding the cessation of Participant's service with the Company; or

(ii) Solicit the sale of any products or services that are similar to or competitive with products or services offered by, manufactured by, designed by, or distributed by the Company, to any person, company or entity which was or is a customer or potential customer of the Company for such products or services.

(iii) For the avoidance of doubt, the Participant shall not be considered to have solicited away any business or customer of the Company if that business or customer contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant. Further, for the avoidance of doubt, the Participant shall not be considered to have solicited, diverted or taken away any employee of the Company if that employee contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant, it being the parties' intention that the Participant will not be prohibited from accepting solicitations from any employee when neither the Participant nor any other person acting in concert with, or at the direction of, the Participant contacted or otherwise solicited the employee, provided that the foregoing shall in no way limit the application of the restriction on hiring employees contemplated by Section 9(b)(i) hereof.

(c) Non-Disclosure .

(i) Participant will not, without the Company's prior written permission, directly or indirectly, utilize for any purpose other than for a legitimate business purpose solely on behalf of the Company, or directly or indirectly, disclose to anyone outside of the Company, either during or after Participant's relationship with the Company ends, the Company's Confidential Information, as long as such matters remain Confidential Information.

(ii) This Agreement shall not prevent Participant from revealing evidence of criminal wrongdoing to law enforcement or prohibit Participant from divulging the Company's Confidential Information by order of a court or agency of competent jurisdiction. However, Participant shall promptly inform the Company of any such situations and shall take such reasonable steps to prevent disclosure of the Company's Confidential Information until the Company has been informed of such requested disclosure and the Company has had an opportunity to respond to the court or agency.

(d) Return of Company Property . Participant agrees that, in the event that Participant's service to the Company is terminated for any reason, Participant shall immediately return all of the Company's property, including, without limitation, (i) tools, pagers, computers, printers, key cards, documents or other tangible property of the Company, and (ii) the Company's Confidential Information in any media, including paper or electronic form, and Participant shall not retain in Participant's possession any copies of such information.

(e) Ownership of Software and Inventions . All discoveries, designs, improvements, ideas, inventions, software, whether patentable or copyrightable or not, shall be works-made-for-hire and the Company shall be deemed the sole owner throughout the universe of any and all rights of whatsoever nature therein, with the rights to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment after the term of this Agreement to Participant whatsoever. If, for any reason, any of such results and proceeds which relate to the business shall not legally be a work-for-hire and/or there are any rights which do not accrue to the Company under the preceding sentence, then Participant hereby irrevocably assigns and agrees to quitclaim any and all of Participant's right, title and interest thereto including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner the Company determines without any further payment to Participant whatsoever. Participant shall, from time to time, as may be reasonably requested by the Company, at the Company's expense, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent Participant has any rights in the results and proceeds of Participant's services that cannot be assigned in the manner described above, Participant unconditionally and irrevocably waives the enforcement of such rights. Notwithstanding anything to the contrary set forth herein, works developed by the Participant (i) which are developed independently from the work developed for the Company regardless of whether such work was developed before or after the Participant performed services for the Company; or (ii) applications independently developed which are unrelated to the business and which Participant develops during non-business hours using non-business property shall not be deemed work for hire and shall not be the exclusive property of the Company.

(f) Non-Competition .

(i) During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the cessation of Participant's service to the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation, within the Restricted Area, own, manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or provide services to, a "Competing Business". For the purposes of this Agreement, the term "Competing Business" shall mean any entity or business: (1) engaged in the business of offering finance-related services to health care systems and hospitals, including, but not limited to, the collection of medical debt, hospital billings and revenue management; or (2) engaged in any other business or

activity in which the Company has been engaged prior to the date hereof or in which the Company is engaged during the term of the Participant's employment.

(ii) Notwithstanding anything to the contrary, nothing in this paragraph (f) prohibits Participant from being a passive owner of not more than one percent (1%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Participant has no active participation in the business of such corporation.

(g) Acknowledgments. The Participant acknowledges and agrees that the restrictions contained in this Agreement with respect to time, geographical area and scope of activity are reasonable and do not impose a greater restraint than is necessary to protect the goodwill and other legitimate business interests of the Company and that the Participant has had the opportunity to review the provisions of this Agreement with his legal counsel.

(h) Enforcement. The Participant agrees that the restrictions contained in this Agreement are necessary for the protection of the business, the Confidential Information, customer relationships and goodwill of the Company and are considered by the Participant to be reasonable for that purpose and that the scope of restricted activities, the geographic scope and the duration of the restrictions set forth in this Agreement are considered by the Participant to be reasonable. The Participant further agrees that any breach of any of the restrictive covenants in this Agreement would cause the Company substantial, continuing and irrevocable harm for which money damages would be inadequate and therefore, in the event of any such breach or any threatened breach, in addition to such other remedies as may be available, the Company shall be entitled to specific performance and injunctive relief. This Agreement shall not in any way limit the remedies in law or equity otherwise available to the Company or its Affiliates. The Participant further agrees that to the extent any provision or portion of the restrictive covenants of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Without limitation to any other remedies available hereunder or at law, in the event of any breach of any of the restrictive covenants in this Agreement by the Participant, the Participant agrees that any vested shares of Restricted Stock issued by the Company to the Participant pursuant to this Agreement shall be forfeited for no consideration. In the event that the Participant sold the shares issued to the Participant pursuant to this Agreement, then the Participant shall be required to pay to the Company in cash, within thirty (30) days of a request by the Company for such payment, the price at which the Participant sold the Shares.

(i) Severability; Modification. It is expressly agreed by Participant that:

(i) Modification. If, at the time of enforcement of this Agreement, a court holds that the duration, geographical area or scope of activity restrictions stated herein are unreasonable under circumstances then existing or impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company, Participant agrees that the maximum duration, scope or area reasonable under such circumstances will be substituted for the stated duration, scope or area and that the court will be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law, in all cases giving effect to the intent of the parties that the restrictions contained herein be given effect to the broadest extent possible.

(ii) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(iii) Non-Disparagement. Participant understands and agrees that Participant will not disparage the Company, its officers, directors, administrators, representatives, employees, contractors, consultants or customers and will not engage in any communications or other conduct which might interfere with the relationship between the Company and its current, former, or prospective employees, contractors, consultants, customers, suppliers, regulatory entities, and/or any other persons or entities.

(j) Definitions.

(i) Affiliate . "Affiliate" means any entity controlling or controlled by or under common control with the Company or another Affiliate, at the time of execution of the Agreement and any time thereafter, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, and any other entity with respect to which the Company has significant management or operational responsibility (even though the Company may own less than fifty percent (50%) of the equity of such entity).

(ii) Cause . "Cause" shall have the meaning set forth in the Offer Letter.

(iii) Confidential Information . "Confidential Information" as used in this Agreement shall include the Company's trade secrets as defined under Illinois law, as well as any other information or material which is not generally known to the public, and which:

a) is generated, collected by or utilized in the operations of the Company's business and relates to the actual or anticipated business, research or development of the Company; or

b) is suggested by or results from any task assigned to Participant by the Company or work performed by Participant for or on behalf of the Company.

Confidential Information shall not be considered generally known to the public if Participant or others improperly reveal such information to the public without the Company's express written consent and/or in violation of an obligation of confidentiality to the Company. Examples of Confidential Information include, but are not limited to, all customer, client, supplier and vendor lists, budget information, contents of any database, contracts, product designs, technical know-how, engineering data, pricing and cost information, research and development work, software, business plans, proprietary data, projections, market research, perceptual studies, strategic plans, marketing information, financial information (including financial statements), sales information, training manuals, employee lists and compensation of employees, and all other competitively sensitive information with respect to the Company, whether or not it is in tangible form, and including, without limitation, any of the foregoing contained or described on paper or in computer software or other storage devices, as the same may exist from time to time.

(iv) Disability . "Disability" shall have the meaning set forth in the Offer Letter.

(v) Good Reason . "Good Reason" shall have the meaning set forth in the Offer Letter.

(vi) Offer Letter . "Offer Letter" means that certain offer letter entered into by and between the Participant and the Company dated April 27, 2013 and as amended on April 29, 2014.

(vii) Restricted Area . For purposes of this Agreement, the term "Restricted Area" shall mean the United States of America.

10. **Miscellaneous.**

(a) Authority of Compensation Committee . In making any decisions or taking any actions with respect to the matters covered by this Agreement, the Compensation Committee shall have all of the authority and discretion, and shall be subject to all of the protections, provided for in the Plan. All decisions and actions by the Compensation Committee with respect to this Agreement shall be made in the Compensation Committee's discretion and shall be final and binding on the Participant.

(b) No Right to Continued Service . The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the Restricted Stock is contingent upon his continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company.

(c) Governing Law . This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

(d) Exclusive Jurisdiction/Venue . All disputes that arise from or relate to this Agreement shall be decided exclusively by binding arbitration in Cook County, Illinois under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitrator's award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction. Notwithstanding the foregoing, any disputes related to the enforcement of the restrictive covenants contained in Section 9 of this Agreement shall be subject to and determined under Delaware law and adjudicated in Illinois courts.

(e) Company Representations . The Company acknowledges that, for the avoidance of doubt, this Agreement shall not supersede any rights the Participant may have under the Offer Letter as in existence prior to the execution of this Agreement with respect to any termination of employment protections set forth in Sections 8 and 9 of the Offer Letter.

(f) Participant Representations . The Participant hereby acknowledges, represents and warrants the following: (a) the Participant is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Company, (b) the Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act of 1933, as amended, and may be subject to the limitations of Rule 144, (c) the Participant has no intention of offering or selling any of the shares of Restricted Stock issued hereunder in a transaction that would violate the Securities Act of 1933, as amended, or the securities laws of any state of the United States of America or any other applicable jurisdiction, (d) the Participant has been furnished with, and has had access to, such information as the Participant considers necessary or appropriate for deciding whether to accept the grant of the shares of Restricted Stock hereunder, and the Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of such shares of Restricted Stock, and (e) the Participant is able, without impairing the Participant's financial condition, to hold the shares of Restricted Stock to be issued hereunder for an indefinite period and to suffer a complete loss of the Participant's investment in such shares of Restricted Stock.

The Participant hereby acknowledges that he has read this Agreement, has received and read the Plan, and understand and agree to comply with the terms and conditions of this Agreement and the Plan.

PARTICIPANT ACCEPTANCE

Dated: December 31, 2015 /s/ Joseph Flanagan
Joseph Flanagan

EXHIBIT A

ELECTION TO INCLUDE VALUE OF PROPERTY IN GROSS INCOME PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

On December 31, 2015 (the " Issue Date "), the undersigned was issued shares of common stock (collectively, the " Shares ") of Accretive Health, Inc. (the " Company "). The Shares are subject to a substantial risk of forfeiture that may not be avoided by a transfer of the Shares to another person. The undersigned desires to make an election to have the Shares taxed under the provisions of Section 83(b) of the Code.

Therefore, pursuant to Section 83(b) of the Code and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election, with respect to the Shares (described below), to report as taxable income for the calendar year 2015 the excess (if any) of the fair market value of the Shares on the Issue Date over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

1. The name, address and social security number of the undersigned is as follows:
   Joseph Flanagan

   _____

   _____

   Social Security No.: _____

2. A description of the property with respect to which the election is being made: [ ] shares of common stock of Accretive Health, Inc., par value $0.01.

3. The date on which the property was transferred: December 31, 2015. The taxable year for which the election is made: calendar year 2015.

4. The restrictions to which the property is subject: Time-based vesting restrictions.

5. The fair market value on the Issue Date of the property with respect to which the election is being made, determined without regard to any lapse restrictions: $[ ] per share.

6. The amount paid for such property: zero ($0).

7. A copy of this election has been furnished to the Company and each other person to whom a copy is required to be furnished pursuant to Treasury Regulation 1.83-2(d).

Signature: _____

Dated:

Exhibit 10.49
Execution Version

Accretive Health, Inc.

Restricted Stock Award Agreement

RECITALS

WHEREAS, TowerBrook Capital Partners, L.P. ("TowerBrook") and Ascension Health Alliance d/b/a Ascension ("Ascension Health") have entered into an agreement, dated December 7, 2015, with the Company with respect to a transaction in which an entity to be formed by TowerBrook and Ascension Health (the "Investor") will make a cash investment in the Company in exchange for shares of convertible preferred stock of the Company (the "Investment" and the agreement through which the Investment is effected, the "SPA");

WHEREAS, in connection with the proposed Investment, the Company and the Participant entered into that certain letter agreement dated December 2, 2015, 2015 (the "Letter Agreement"), pursuant to which the Company committed to grant the Participant this Restricted Stock Award subject to the completion of the Investment; and

WHEREAS, the Company desires to fulfill its obligation to the Participant under the Letter Agreement.

GENERAL TERMS AND CONDITIONS

This Restricted Stock Award is granted to the Participant under the Amended and Restated Accretive Health, Inc. 2010 Stock Incentive Plan (the "Plan"). Terms that are not defined herein shall have the meaning ascribed to such terms under the Plan (except as otherwise expressly provided herein).

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Issuance of Restricted Shares.**

(a) In consideration of services rendered and to be rendered to the Company by the Participant, the Company has granted to the Participant on December 31, 2015 (the "Grant Date"), subject to the terms and conditions set forth in this Restricted Stock Award Agreement (this "Agreement") and the Plan, an award of 1,500,000 restricted shares of common stock, $0.01 par value per share, of the Company (the "Restricted Stock").

(b) The Restricted Stock will initially be issued by the Company in book entry form only, in the name of the Participant. Following the vesting of any Restricted Stock pursuant to Section 2 below, the Company shall, if requested by the Participant, issue and deliver to the Participant a certificate representing the vested shares of Restricted Stock. The Participant agrees that the Restricted Stock shall be subject to the forfeiture provisions set forth in Section 3 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. **Vesting.**

(a) General . Subject to the provisions of Sections 2(b) and 8 hereof, so long as the Participant is employed by the Company, the shares of Restricted Stock subject to this award shall become vested as follows:

(i) Initial Vesting Tranche . One-third (1/3 rd) of the shares of Restricted Stock subject to this award shall become vested on the first (1 st) anniversary of the "Closing Date" of the Investment (as defined in the SPA), subject to the Participant's continued employment with the Company through such vesting date.

(ii) Second Vesting Tranche. One-third (1/3rd) of the shares of Restricted Stock subject to this award shall become vested on the second (2nd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iii) Third Vesting Tranche. One-third (1/3rd) of the shares of Restricted Stock subject to this award shall become vested on the third (3rd) anniversary of the Closing Date, subject to the Participant's continued employment with the Company through such vesting date.

(iv) Any fractional shares resulting from the application of the vesting provisions contained in this Section 2 shall be rounded down to the nearest whole number of shares.

(b) Termination by the Company Without Cause, Resignation by the Participant For Good Reason, or Upon Death or Disability. Notwithstanding the provisions of Section 2(a) hereof, in the event of the Participant's termination of employment by the Company without "Cause" or by the Participant for "Good Reason", or due to the Participant's death or "Disability", any unvested portion of the Restricted Stock shall become fully vested as of the date of such termination.

3. **Forfeiture of Unvested Restricted Stock Upon Cessation of Service or Failure to Consummate the Investment.**

Except as otherwise expressly provided in Section 2 hereof, in the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the shares of Restricted Stock that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to any shares of Restricted Stock that are so forfeited. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary. If, for any reason, the Investment is not ultimately consummated, this Agreement and the Restricted Stock granted hereunder, shall automatically be cancelled and forfeited for no consideration. In addition, the Participant, in his sole discretion shall have the right to forfeit all or any portion of the Restricted Stock prior to the applicable vesting date for such Restricted Stock.

4. **Restrictions on Transfer.**

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any shares of Restricted Stock, or any interest therein, until such shares of Restricted Stock have vested, except that the Participant may transfer such shares of Restricted Stock: (a) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Compensation Committee (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Restricted Stock shall remain subject to this Agreement (including, without limitation, the forfeiture provisions set forth in Section 3 hereof and the restrictions on transfer set forth in this Section 4) and the Plan, and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement; or (b) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation). The Company shall not be required (i) to transfer on its books any of the shares of Restricted Stock which have been transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such shares of Restricted Stock or to pay dividends to any transferee to whom such shares of Restricted Stock have been transferred in violation of any of the provisions of this Agreement.

5. **Restrictive Legends.**

The book entry account reflecting the issuance of the shares of Restricted Stock in the name of the Participant shall bear a legend or other notation upon substantially the following terms:

"These shares of stock are subject to forfeiture provisions and restrictions on transfer set forth in a certain Restricted Stock Award Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

6. **Rights as a Shareholder.**

Except as otherwise provided in this Agreement, for so long as the Participant is the registered owner of the Restricted Stock, the Participant shall have all rights as a shareholder with respect to the Restricted Stock, whether vested or unvested, including, without limitation, rights to vote the Restricted Stock and act in respect of the Restricted Stock at any meeting of shareholders; provided, however, that the payment of dividends on unvested Restricted Stock shall be deferred until after such shares vest and shall be paid to the Participant within thirty (30) days following the applicable vesting date of such shares of Restricted Stock.

7. **Provisions of the Plan.**

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

8. **Tax Matters.**

(a) Acknowledgments . The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the acquisition of the Restricted Stock and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the Restricted Stock. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Restricted Stock.

(b) Withholding . The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the shares of Restricted Stock. On each date on which shares of Restricted Stock vest, the Company shall deliver written notice to the Participant of the amount of withholding taxes due with respect to the vesting of the shares of Restricted Stock that vest on such date; provided, however, that the total tax withholding cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). The Participant shall satisfy such tax withholding obligations by transferring to the Company, on each date on which shares of Restricted Stock vest under this Agreement, such number of shares of Restricted Stock that vest on such date as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the New York Stock Exchange (or if not then traded on such exchange, on the principal national securities exchange in the United States on which it is then traded) on the trading date immediately prior to such vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such Restricted Stock (such withholding method a "Surrender") unless, prior to any vesting date, (x) the Compensation Committee determines that a Surrender shall not be available to the Participant or (y) the Participant elects to forego a Surrender, in which case, the Participant shall be required to satisfy his tax obligations hereunder in a manner permitted by the Plan upon the relevant vesting date; provided, however, that, notwithstanding the foregoing, in the event that a vesting date occurs during a "blackout period" during which the Participant is prohibited from selling shares of Company common stock, the Compensation Committee shall, unless prohibited by law, securities or exchange regulations, make a Surrender available to the Participant.

(c) Section 83(b) Election . The Participant acknowledges (i) that he has been informed of the availability of making an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the issuance of the Restricted Stock (a "Section 83(b) Election") and (ii) that, to the extent the Participant chooses to make a Section 83(b) Election, he may make such Section 83(b) Election with respect to all or a portion of the

Restricted Stock. The Company acknowledges (i) that the Participant's choice to make (or not make) a Section 83(b) Election is a voluntary choice by the Participant and (ii) the Participant is under no duty (fiduciary, contractual or otherwise) to the Company to make such Section 83(b) Election. For the avoidance of doubt, the Participant shall, consistent with the terms and conditions of the Plan and Section 8(b) of this Agreement, be responsible for satisfying any and all of the Participant's tax liabilities in connection with any Section 83(b) Election the Participant chooses to make.

(d) Section 280G . If the Participant's receipt of (or vesting in) the Restricted Stock, along with the aggregate amount of any other payments or benefits that could be paid, provided, or delivered to the Participant by the Company or its affiliates are considered "parachute payments" (as defined in Section 280G of the Code) (such payments and benefits, the "Parachute Payments"), then the aggregate amount of Parachute Payments to which the Participant will be entitled will equal the amount that produces the greatest after-tax benefit to the Participant after taking into account any excise tax payable by the Participant under Section 4999 of the Code (the "Excise Tax"). The Participant acknowledges and agrees that application of this Section 8(d) will reduce the amount of Parachute Payments otherwise payable to the Participant, only if doing so would place the Participant in a better net after-tax economic position as compared with not doing so (taking into account the Excise Tax payable in respect of such Parachute Payments). In such event, the Company will reduce or eliminate the Parachute Payments by first reducing or eliminating the portion of the Parachute Payments that are payable in cash and then by reducing or eliminating the non-cash portion of the Parachute Payments, in each case, in reverse order beginning with payments or benefits that are to be paid the furthest in the future. All determinations to be made under this Section 8(d) will be made, at the Company's expense, by a nationally recognized certified public accounting firm selected by the Company.

9. **Restrictive Covenants.**

(a) General . This award represents a substantial economic benefit to the Participant. The Participant, by virtue of such Participant's role with the Company, has access to, and is involved in the formulation of, certain confidential and secret information of the Company regarding its operations and each Participant could materially harm the business of the Company by competing with the Company or soliciting employees or customers of the Company.

(b) Non-Solicitation . During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the Participant ceases to perform services for the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation:

(i) Hire, recruit, solicit or otherwise attempt to employ or retain or enter into any business relationship with, any person who is or was an employee of the Company within the twelve (12)-month period immediately preceding the cessation of Participant's service with the Company; or

(ii) Solicit the sale of any products or services that are similar to or competitive with products or services offered by, manufactured by, designed by, or distributed by the Company, to any person, company or entity which was or is a customer or potential customer of the Company for such products or services.

(iii) For the avoidance of doubt, the Participant shall not be considered to have solicited away any business or customer of the Company if that business or customer contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant. Further, for the avoidance of doubt, the Participant shall not be considered to have solicited, diverted or taken away any employee of the Company if that employee contacts the Participant without any solicitation by the Participant or any other person who is acting in concert with, or at the direction of, the Participant, it being the parties' intention that the Participant will not be prohibited from accepting solicitations from any employee when neither the Participant nor any other person acting in concert with, or at the direction of, the Participant contacted or otherwise solicited the employee, provided that the foregoing shall in no way limit the application of the restriction on hiring employees contemplated by Section 9(b)(i) hereof.

(c) Non-Disclosure .

(i) Participant will not, without the Company's prior written permission, directly or indirectly, utilize for any purpose other than for a legitimate business purpose solely on behalf of the Company, or directly or indirectly, disclose to anyone outside of the Company, either during or after Participant's relationship with the Company ends, the Company's Confidential Information, as long as such matters remain Confidential Information.

(ii) This Agreement shall not prevent Participant from revealing evidence of criminal wrongdoing to law enforcement or prohibit Participant from divulging the Company's Confidential Information by order of a court or agency of competent jurisdiction. However, Participant shall promptly inform the Company of any such situations and shall take such reasonable steps to prevent disclosure of the Company's Confidential Information until the Company has been informed of such requested disclosure and the Company has had an opportunity to respond to the court or agency.

(d) Return of Company Property . Participant agrees that, in the event that Participant's service to the Company is terminated for any reason, Participant shall immediately return all of the Company's property, including, without limitation, (i) tools, pagers, computers, printers, key cards, documents or other tangible property of the Company, and (ii) the Company's Confidential Information in any media, including paper or electronic form, and Participant shall not retain in Participant's possession any copies of such information.

(e) Ownership of Software and Inventions . All discoveries, designs, improvements, ideas, inventions, software, whether patentable or copyrightable or not, shall be works-made-for-hire and the Company shall be deemed the sole owner throughout the universe of any and all rights of whatsoever nature therein, with the rights to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment after the term of this Agreement to Participant whatsoever. If, for any reason, any of such results and proceeds which relate to the business shall not legally be a work-for-hire and/or there are any rights which do not accrue to the Company under the preceding sentence, then Participant hereby irrevocably assigns and agrees to quitclaim any and all of Participant's right, title and interest thereto including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner the Company determines without any further payment to Participant whatsoever. Participant shall, from time to time, as may be reasonably requested by the Company, at the Company's expense, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent Participant has any rights in the results and proceeds of Participant's services that cannot be assigned in the manner described above, Participant unconditionally and irrevocably waives the enforcement of such rights. Notwithstanding anything to the contrary set forth herein, works developed by the Participant (i) which are developed independently from the work developed for the Company regardless of whether such work was developed before or after the Participant performed services for the Company; or (ii) applications independently developed which are unrelated to the business and which Participant develops during non-business hours using non-business property shall not be deemed work for hire and shall not be the exclusive property of the Company.

(f) Non-Competition .

(i) During the time in which Participant performs services for the Company and for a period of twenty-four (24) months after the cessation of Participant's service to the Company, regardless of the reason, Participant shall not, directly or indirectly, either alone or in conjunction with any person, firm, association, company or corporation, within the Restricted Area, own, manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or provide services to, a "Competing Business". For the purposes of this Agreement, the term "Competing Business" shall mean any entity or business: (1) engaged in the business of offering finance-related services to health care systems and hospitals, including, but not limited to, the collection of medical debt, hospital billings and revenue management; or (2) engaged in any other business or

activity in which the Company has been engaged prior to the date hereof or in which the Company is engaged during the term of the Participant's employment.

(ii) Notwithstanding anything to the contrary, nothing in this paragraph (f) prohibits Participant from being a passive owner of not more than one percent (1%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Participant has no active participation in the business of such corporation.

(g) Acknowledgments. The Participant acknowledges and agrees that the restrictions contained in this Agreement with respect to time, geographical area and scope of activity are reasonable and do not impose a greater restraint than is necessary to protect the goodwill and other legitimate business interests of the Company and that the Participant has had the opportunity to review the provisions of this Agreement with his legal counsel.

(h) Enforcement. The Participant agrees that the restrictions contained in this Agreement are necessary for the protection of the business, the Confidential Information, customer relationships and goodwill of the Company and are considered by the Participant to be reasonable for that purpose and that the scope of restricted activities, the geographic scope and the duration of the restrictions set forth in this Agreement are considered by the Participant to be reasonable. The Participant further agrees that any breach of any of the restrictive covenants in this Agreement would cause the Company substantial, continuing and irrevocable harm for which money damages would be inadequate and therefore, in the event of any such breach or any threatened breach, in addition to such other remedies as may be available, the Company shall be entitled to specific performance and injunctive relief. This Agreement shall not in any way limit the remedies in law or equity otherwise available to the Company or its Affiliates. The Participant further agrees that to the extent any provision or portion of the restrictive covenants of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Without limitation to any other remedies available hereunder or at law, in the event of any breach of any of the restrictive covenants in this Agreement by the Participant, the Participant agrees that any vested shares of Restricted Stock issued by the Company to the Participant pursuant to this Agreement shall be forfeited for no consideration. In the event that the Participant sold the shares issued to the Participant pursuant to this Agreement, then the Participant shall be required to pay to the Company in cash, within thirty (30) days of a request by the Company for such payment, the price at which the Participant sold the Shares.

(i) Severability; Modification. It is expressly agreed by Participant that:

(i) Modification. If, at the time of enforcement of this Agreement, a court holds that the duration, geographical area or scope of activity restrictions stated herein are unreasonable under circumstances then existing or impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company, Participant agrees that the maximum duration, scope or area reasonable under such circumstances will be substituted for the stated duration, scope or area and that the court will be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law, in all cases giving effect to the intent of the parties that the restrictions contained herein be given effect to the broadest extent possible.

(ii) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(iii) Non-Disparagement. Participant understands and agrees that Participant will not disparage the Company, its officers, directors, administrators, representatives, employees, contractors, consultants or customers and will not engage in any communications or other conduct which might interfere with the relationship between the Company and its current, former, or prospective employees, contractors, consultants, customers, suppliers, regulatory entities, and/or any other persons or entities.

(j) Definitions.

(i) Affiliate . "Affiliate" means any entity controlling or controlled by or under common control with the Company or another Affiliate, at the time of execution of the Agreement and any time thereafter, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, and any other entity with respect to which the Company has significant management or operational responsibility (even though the Company may own less than fifty percent (50%) of the equity of such entity).

(ii) Cause . "Cause" shall have the meaning set forth in the Offer Letter.

(iii) Confidential Information . "Confidential Information" as used in this Agreement shall include the Company's trade secrets as defined under Illinois law, as well as any other information or material which is not generally known to the public, and which:

a) is generated, collected by or utilized in the operations of the Company's business and relates to the actual or anticipated business, research or development of the Company; or

b) is suggested by or results from any task assigned to Participant by the Company or work performed by Participant for or on behalf of the Company.

Confidential Information shall not be considered generally known to the public if Participant or others improperly reveal such information to the public without the Company's express written consent and/or in violation of an obligation of confidentiality to the Company. Examples of Confidential Information include, but are not limited to, all customer, client, supplier and vendor lists, budget information, contents of any database, contracts, product designs, technical know-how, engineering data, pricing and cost information, research and development work, software, business plans, proprietary data, projections, market research, perceptual studies, strategic plans, marketing information, financial information (including financial statements), sales information, training manuals, employee lists and compensation of employees, and all other competitively sensitive information with respect to the Company, whether or not it is in tangible form, and including, without limitation, any of the foregoing contained or described on paper or in computer software or other storage devices, as the same may exist from time to time.

(iv) Disability . "Disability" shall have the meaning set forth in the Offer Letter.

(v) Good Reason . "Good Reason" shall have the meaning set forth in the Offer Letter.

(vi) Offer Letter . "Offer Letter" means that certain offer letter by and between the Participant and the Company dated July 10, 2014.

(vii) Restricted Area . For purposes of this Agreement, the term "Restricted Area" shall mean the United States of America.

10. **Miscellaneous.**

(a) Authority of Compensation Committee . In making any decisions or taking any actions with respect to the matters covered by this Agreement, the Compensation Committee shall have all of the authority and discretion, and shall be subject to all of the protections, provided for in the Plan. All decisions and actions by the Compensation Committee with respect to this Agreement shall be made in the Compensation Committee's discretion and shall be final and binding on the Participant.

(b) No Right to Continued Service . The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the Restricted Stock is contingent upon his continued service to the Company, this Agreement does not constitute an express or implied promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company.

(c) Governing Law . This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

(d) Exclusive Jurisdiction/Venue . All disputes that arise from or relate to this Agreement shall be decided exclusively by binding arbitration in Cook County, Illinois under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitrator's award shall be final, and may be filed with and enforced as a final judgment by any court of competent jurisdiction. Notwithstanding the foregoing, any disputes related to the enforcement of the restrictive covenants contained in Section 9 of this Agreement shall be subject to and determined under Delaware law and adjudicated in Illinois courts.

(e) Company Representations . The Company acknowledges that, for the avoidance of doubt, this Agreement shall not supersede any rights the Participant may have under the Offer Letter as in existence prior to the execution of this Agreement with respect to any termination of employment protections set forth in Sections 8 and 9 of the Offer Letter.

(f) Participant Representations . The Participant hereby acknowledges, represents and warrants the following: (a) the Participant is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Company, (b) the Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act of 1933, as amended, and may be subject to the limitations of Rule 144, (c) the Participant has no intention of offering or selling any of the shares of Restricted Stock issued hereunder in a transaction that would violate the Securities Act of 1933, as amended, or the securities laws of any state of the United States of America or any other applicable jurisdiction, (d) the Participant has been furnished with, and has had access to, such information as the Participant considers necessary or appropriate for deciding whether to accept the grant of the shares of Restricted Stock hereunder, and the Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of such shares of Restricted Stock, and (e) the Participant is able, without impairing the Participant's financial condition, to hold the shares of Restricted Stock to be issued hereunder for an indefinite period and to suffer a complete loss of the Participant's investment in such shares of Restricted Stock.

The Participant hereby acknowledges that he has read this Agreement, has received and read the Plan, and understand and agree to comply with the terms and conditions of this Agreement and the Plan.

PARTICIPANT ACCEPTANCE

Dated: December 31, 2015 /s/ Emad Rizk
Emad Rizk

EXHIBIT A

ELECTION TO INCLUDE VALUE OF PROPERTY IN GROSS INCOME PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

On December 31, 2015 (the " Issue Date "), the undersigned was issued shares of common stock (collectively, the " Shares ") of Accretive Health, Inc. (the " Company "). The Shares are subject to a substantial risk of forfeiture that may not be avoided by a transfer of the Shares to another person. The undersigned desires to make an election to have the Shares taxed under the provisions of Section 83(b) of the Code.

Therefore, pursuant to Section 83(b) of the Code and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election, with respect to the Shares (described below), to report as taxable income for the calendar year 2015 the excess (if any) of the fair market value of the Shares on the Issue Date over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

1. The name, address and social security number of the undersigned is as follows:
   Emad Rizk

   _____

   _____

   Social Security No.: _____

2. A description of the property with respect to which the election is being made: [ ] shares of common stock of Accretive Health, Inc., par value $0.01.

3. The date on which the property was transferred: December 31, 2015. The taxable year for which the election is made: calendar year 2015.

4. The restrictions to which the property is subject: Time-based vesting restrictions.

5. The fair market value on the Issue Date of the property with respect to which the election is being made, determined without regard to any lapse restrictions: $[ ] per share.

6. The amount paid for such property: zero ($0).

7. A copy of this election has been furnished to the Company and each other person to whom a copy is required to be furnished pursuant to Treasury Regulation 1.83-2(d).

Signature: _____

Dated:

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-8 No. 333-170718) pertaining to the Amended and Restated Stock Option Plan, as amended and the 2010 Stock Incentive Plan of Accretive Health, Inc., and
2. Registration Statement (Form S-8 No. 333-206482) pertaining to the Amended and Restated 2010 Stock Incentive Plan and Inducement Stock Option Awards of Accretive Health, Inc.

of our reports dated March 10, 2016, with respect to the consolidated financial statements of Accretive Health, Inc., and the effectiveness of internal control over financial reporting of Accretive Health, Inc., included in this Annual Report (Form 10-K) of Accretive Health, Inc. for the year ended December 31, 2015.

/s/ Ernst & Young LLP

Chicago, Illinois
March 10, 2016

Exhibit 31.1

Certification of Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Emad Rizk, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accretive Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2016

/s/ Emad Rizk
Emad Rizk
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Peter Csapo, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accretive Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2016

/s/ Peter Csapo
Peter Csapo
Treasurer and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Accretive Health, Inc. (the "Company") for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), the undersigned, Emad Rizk, President and Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 10, 2016

/s/ Emad Rizk
Emad Rizk
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K of Accretive Health, Inc. (the "Company") for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), the undersigned, Peter Csapo, Chief Financial Officer and Treasurer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 10, 2016

/s/ Peter Csapo
Peter Csapo
Treasurer and Chief Financial Officer
(Principal Financial Officer)