



**CARELOGIC™ ENTERPRISE EDITION
SERVICE ORDER FORM**

Customer Name:	Clark County
Contact Name:	Jeff Hite
Address:	P.O. Box 5000 Vancouver, WA 98666
Phone Number:	
Email Address:	jeff.hite@clark.wa.gov
Effective Date:	

This Service Order Form is made as of the Effective Date set forth above between Qualifacts Systems, Inc. ("Qualifacts"), a Delaware corporation having its principal place of business at 200 2nd Avenue South, Nashville, Tennessee 37201, and the Customer identified above. This Service Order Form is made pursuant to, and is governed by the terms of, the Software License and Master Services Agreement between Qualifacts and Customer (the "Master Agreement").

1. General

(a) **Defined Terms** – Defined terms used but not defined in this Service Order Form are as defined in the Master Agreement.

(b) **Go-Live** – "Go-Live" means the moment in time that the first production system (PROD) service is marked as kept.

2. Software and Services – Under this Service Order Form, Qualifacts shall provide the following products and services in order to develop a Master Configuration for Customer, and Customer shall pay the following fees to Qualifacts for such products and services on the payment dates set forth below. All charges will be billed monthly and are due when invoiced.

(a) **Payment Terms.** Monthly Recurring Charges for CareLogic™ Enterprise Edition Software ("Software") will begin on the earlier of (i) commencement of the Certification, or (ii) six months after the Effective Date. The first month's fees will be pro-rated based on the date of the month on which the earlier of the preceding event occurs.

MONTHLY RECURRING CHARGES

#	Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
1.	CareLogic - Named	January 27, 2017	January 26, 2022	Per Named User*	20	\$51.00	\$1,020.00
2.	CareLogic IMPACT	January 27, 2017	January 26, 2022	Per Customer	1	\$129.00	\$129.00
3.	Document Library	January 27, 2017	January 26, 2022	Per 50 GB	1	\$100.00	\$100.00
4.	DSM-5	January 27, 2017	January 26, 2022	Per Permissioned Named User*	20	\$1.25	\$25.00
5.	MaxMD Secure Messaging	January 27, 2017	January 26, 2022	Per Registered Mailbox*	1	\$13.00	\$13.00
6.	Pentaho Business Intelligence Administrator	January 27, 2017	January 26, 2022	Per Named Administrator User	1	\$199.00	\$199.00
Total Monthly Charges:							\$1,486.00

ADDITIONAL MONTHLY RECURRING CHARGES

Programs	Detail	Invoicing Starts	Increase Amount
Product Innovation Allocation – CareLogic	Item 5(f) of the Software License and Master Services Agreement	At month 13 from the effective date and each year annually thereafter	3.50 % of CareLogic Enterprise Monthly User Fee

* Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Users/Prescribers for that month.

*Actual users that exceed contracted user counts in a given month will be invoiced at 105% of current sales price.

IMPLEMENTATION SERVICES

Detail	Option	Total Implementation Fee*	Terms	Description
7.	Implementation Fees - 100% Due at Contract Signing	\$12,000.00	100% Prepayment Upon Effective Date	Collaborative Implementation with remote go-live assistance

* IMPLEMENTATION FEES ARE SPECIFIC TO THE 2016 CLARK COUNTY COLLABORATIVE, AND LIMITED ONE PROGRAM AND 20 USER SCOPE

OTHER NON-RECURRING CHARGES

Detail	Service	Invoice Date	Fee
8.		Upon Effective Date	
	Subtotal Non-Recurring Charges	Upon Effective Date	\$ 0.00
	Grand Total Implementation Services and Non-Recurring Charges	See Relevant Option Above	\$12,000.00
9.	Professional Services (Post-Project)	As Incurred	\$150.00/hour
10.	Travel Expenses	As Incurred (travel expenses not included in implementation fee listed above)	Actual – the distribution of the expenses between the members of the collaborative will be agreed upon by the members of the collaborative

PRODUCT DESCRIPTIONS

- CareLogic™ Enterprise Edition Software Definitions –** Qualifacts' CareLogic Enterprise Edition Software is the web-based Behavioral Health enterprise management application, hosted and maintained by Qualifacts for the Customer. The Software consists of integrated Scheduling, Client Record, Clinical, Billing, User Management, and System Administration modules. The Software is also integrated with several third-party components, including Business Intelligence (see Item 4) and Emdeon EDI Interfaces (see Item 5).
"Named User" shall mean a named individual to whom Customer has granted access to use the Software on Customer's behalf, regardless of whether or not the Named User actually accesses the Software in the month.
- CareLogic™ IMPACT** – is an additional module that provides data for tracking clinical progress within and across episodes of care. The module has a growing library of evidence-based clinical instruments for clinicians to use and provides visual clinical indicators as well as population management reports to help customers understand clinical outcomes for a client, caregiver, program, diagnosis, or across the enterprise. Key features in this module include:

 - Library of screeners, assessments, and outcomes instruments to help organizations, programs, and clinicians select and administer the most appropriate assessment or outcomes measure
 - Auto calculation of instrument scoring to provide immediate results to clinicians and clients
 - Visibility into previous scores when administering an instrument so clinicians are informed about the client's progress at the time of the session
 - Population and client level reports providing immediate access to outcomes results, which highlight change over time

Customer will be billed each month for flat rate as defined in this Agreement/Amendment, to be assessed in one day in advance of services delivered.
- Document Library** – The Document Library module is an enhancement to CareLogic Enterprise that allows users to scan, store, search, and view Electronic Clinical Record documents. These documents can then be added to the clinical record and appear in the service document lists along with the service documents entered using CareLogic.
 (a) Storage Space – Upon exceeding 0 GB of storage, the Customer shall be billed \$100 per month for each additional 50GB of storage space.
 Note: Customer is responsible for provisioning the module so that only the properly authorized users have access. Customer is also responsible for management of the content within the scanned documents.
- American Psychiatric Association DSM-5 Permission**

 1. Customer has the right to use Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Classification (Codes and Disorder Names Only, pp. xiii-xI), English Language Only, hereby known as "DSM-5", solely in conjunction with its use of the Software and not for any other purpose.
 2. Customer is solely responsible for identifying each and every one of their Named Users who require permission for the APA DSM-5 codes and descriptions.
 3. As between the parties, Customer shall be responsible for the accuracy and completeness of all permissioned user count data when it is input

- into the CareLogic Enterprise System.
4. The rights to use DSM-5 are nontransferable, nonexclusive, and for the sole purpose of internal use by Customer in the United States and in the English language only.
 5. The use of any portions of DSM-5 other than those expressly allowed hereunder is prohibited.
 6. The distribution, publishing, translating, or transferring of DSM-5 is prohibited.
 7. The creation of derivative works based on DSM-5, or selling, leasing, or licensing the product or otherwise making DSM-5 available to a non-authorized party is prohibited. Customer responsible for ensuring each of its Named Users complies with the terms of use of DSM-5.
 8. Each Named User may only make copies of DSM-5 as necessary for use of the Software.
 9. The copyright in DSM-5 is owned by the American Psychiatric Association ("APA") and all notices of proprietary rights, including trademark and copyright notices must appear on all back-up archival copies made.
 10. DSM-5 is hereby provided "as is." Neither Qualifacts, nor the APA, hold any liability for consequential or special damages or lost profits for accuracy or completeness of data related to DSM-5. Qualifacts does not guarantee that DSM-5 will meet any requirements for Customer or any Named User. It is the sole responsibility of Qualifacts to use reasonable efforts to correct errors in DSM-5 as incorporated into the Software. The APA and Qualifacts disclaim any liability for any consequences for use, misuse, or interpretation of the information contained or not contained in DSM-5.
 11. **Disclaimer of Warranties:** APA EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO QUALIFACTS' USE OF DSM-5 ("THE WORK") IN THE SOFTWARE.
 12. APA WILL NOT BE LIABLE TO QUALIFACTS OR CUSTOMER, OR ANY THIRD PARTY, FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. QUALIFACTS AGREES THAT THE ENTIRE LIABILITY OF APA WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID FOR THE LICENSE.
 13. **Disclaimer of Medical Liability:** DSM-5 is not a substitute for, is not designed to, and does not provide, medical advice. It is a guide for clinicians. Every clinician should use his or her own medical judgment and skill in diagnosing mental illness. APA shall not be liable to Qualifacts, Customer, or any third party if readers of DSM-5 disregard professional medical advice, or delay in seeking such advice, because of something they have read in DSM-5. APA shall not be liable to Qualifacts, Customer, or any third party if readers rely solely on the information in DSM-5 in making diagnosis, or in place of seeking professional medical advice. RELIANCE ON ANY INFORMATION CONTAINED IN DSM-5 IS SOLELY AT THE READER'S OR USER'S OWN RISK.
 14. Moreover, APA is not responsible or liable to Qualifacts, Customer or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. APA neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional.
 15. **Termination:** Customer's rights to use DSM-5 hereunder terminate automatically if either the Agreement or SOF expire or are terminated for any reason.
 16. In the event that a provision is determined to violate any law or is unenforceable, the remainder of these terms shall remain in full force and effect. The DSM-5 diagnosis data set for mental disorders Qualifacts received from the American Psychiatric Association ("APA") does not include mappings between the DSM-5 diagnosis codes and the specifiers and severity codes required for some diagnoses. As a result, when a User selects a diagnosis that requires a specifier and/or severity code in CareLogic, the User must manually type that specifier and/or severity code into a text box provided in the user interface.

In the alternative, certain CareLogic customers have formed a workgroup and created the mappings between the DSM-5 diagnosis codes and the specifier and severity codes. These custom mappings may be loaded into CareLogic as "descriptor lists" so that the workflow for selecting a specifier or severity codes includes a drop down field for those codes. **Because these custom mappings have neither been provided nor sanctioned by the APA, Qualifacts disclaims any and all liability and has no support obligations of any kind with respect to the content or use of those custom mappings by Customer or any User. If Customer elects to use those mappings, such use is entirely at the risk of the Customer.**

5. MaxMD Secure Messaging

1. Customer's right to use the secure messaging services provided through Qualifacts by Park Avenue Capital, LCC d/b/a MaxMD ("MaxMD") will terminate upon the termination or expiration of Qualifacts' agreement with MaxMD for any reason.

2. Customer shall use the MaxMD service only in accordance with all applicable laws, rules and regulations. Without limiting the foregoing, Customer shall not, and shall not knowingly permit others to:

- (a) access or use any portion of the MaxMD service, software or system, except as expressly provided by Qualifacts or MaxMD;
- (b) use the MaxMD service in violation of any Acceptable Use Policy established by MaxMD from time to time which applies generally to users of the service;
- (c) cause or permit decompilation or reverse assembly of all or any portion of the Max MD Service, software or system;
- (d) disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the MaxMD service, software or system without MaxMD's prior written consent in each instance;
- (e) export the MaxMD service or software or any applicable documentation in violation of U.S. Department of Commerce export administration regulations; or
- (f) delete, fail to reproduce or modify, any patent, copyright, trademark or other proprietary rights notices which appear on or in the MaxMD service, software or documentation.

3. Customer shall not, in connection with any Direct mdEmail accounts, do any of the following or knowingly permit any user to do any of the foregoing:

- (a) sell products or services that are unlawful in the location at which the content is posted or received;
- (b) incorporate into mdEmail@ any material, text, graphic, sound or animation in any form that, without limitation, may be obscene, defamatory, harassing, grossly offensive, malicious, or that actually or potentially infringes or misappropriates the copyright, trademark, proprietary or other intellectual property right

of any person;

- (c) post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
- (d) post any content that holds MaxMD, its employees or shareholders up to public scorn or ridicule;
- (e) intentionally introduce viruses, worms, harmful code, trojan horses on the internet, and/or using any software or device to interfere or attempt to interfere with the proper functioning of any server or other internet facilities;
- (f) harass, whether through language, frequency, or size of messages;
- (g) intentionally send mdEmail@ to any person who does not wish to receive it;
- (h) send unsolicited bulk mail messages ("junk mail" or "spam") which, in MaxMD's sole judgment, is disruptive or generates a significant number of user complaints. This includes bulk-mailing of commercial advertising, informational announcements and political tracts;
- (i) forward or otherwise propagate chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings;
- (j) send malicious email, such as "mailbombing" or flood a user or site with very large or numerous pieces of email;
- (k) forge header information;
- (l) collect replies to messages sent from another Internet Service Provider where those messages violate this Agreement or the Acceptable Use Policy of that other provider; or
- (m) allow users to access the Organization Level or Account Level Direct Certificates used to encrypt or decrypt Direct Secure Messages without having properly notified and proofed the Authorized User in accordance with Direct Secure Messaging standards, as established by DirectTrust.org, this Agreement and the MaxMD Agent Registration Agreement.

4. Customer is solely responsible for providing all resources, equipment, hardware and software at its or their respective facilities which are necessary for them to access and use the MaxMD service, including access, within the reasonable control of Customer, to any telecommunications lines, links or other connectivity necessary to provide Customer with access to and use of the MaxMD service. To the extent provision of the MaxMD service requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Customer, Customer will furnish such data, documents and information in a manner which permits MaxMD to perform MaxMD services.

5. As between the parties, Customer shall be responsible for the accuracy and completeness of all data when it is input into the MaxMD service. MaxMD does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any data input into the MaxMD service but does warrant that the service itself will not alter the substance of any data or render it inaccessible or unusable.

6. Microsoft Health Vault is an unaccredited HISP (the "Unaccredited HISP"). MaxMD is an accredited HISP and the benefits of operating under MaxMD's Direct Trust Federated Agreement do not accrue under HIPAA to the exchange of electronic PHI with an unaccredited HISP. Customer expressly agrees not to sue MaxMD and its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (the "Released Parties") for, and to release and discharge the Released Parties from, any and all claims or causes of action arising out of or in connection with (i) any unauthorized alteration or modification by the Unaccredited HISP of any content of any Direct messages transmitted; (ii) improper delivery or implementation of the Direct Protocol or any Direct messages by the Unaccredited HISP; or (iii) the Unaccredited HISP's breach of its obligations under HIPAA.

6. **Ad Hoc Report Builder** – The following components are available for report writing against a majority of the elements in the CareLogic database.
- (a) **User Console** – A web based tool that can be privileged to any user and provides the ability to build, save, and export basic reports. The tool also provides access to advanced reports that have been built and privileged using the Report Designer tool. Users cannot create reports using data from configurable forms via User Console.
 - (b) **Report Designer** – A desktop application that must be installed on the user's computer and provides the ability to build advanced reports including reports requiring parameters, advanced calculations, specific formatting, etc. Report Designer includes both drag and drop report building functionality and direct access via SQL. Users can create reports using data from configurable forms via Report Designer. It is the Customer's responsibility to set the appropriate privilege levels in CareLogic to ensure the tools describe above are only available CareLogic Users who have permission to see the data/information made visible by the tools.
7. **Implementation Services** – After the execution of this Agreement, Qualifacts and the Collaborative Customers will schedule a Kickoff Meeting to develop a Project Plan which will set forth the requirements, process and timeline for the Customer's implementation of the Software.

The Project Plan will document the major items which are required for production-level use and which that must be delivered within the prescribed number of days from the Effective Date of this Agreement. The Project Plan will detail Qualifacts and Customer specific responsibilities, milestones and timelines which must be met in order to achieve the go-live date established in the Project Plan. Any delay by Customer in accomplishing these items will likely result in a corresponding delay in the go-live date.

The following items are included in the base Implementation Services:

- (a) **CareLogic™ Enterprise Edition Clinical and Billing Core Implementation** as detailed in Item 3
- (b) **General Ledger Export**. The export file will be formatted for import into the Customer's G/L software, using the current account number structure. The export is a summary file for month-end closings, meaning that exactly one line will be exported for each affected account number.
- (c) **Standard Data Conversion**. Customer will provide data in Qualifacts' standard data conversion template (the Qualifacts File Conversion Upload) and includes the conversion of staff demographics and client demographics. Qualifacts will convert no legacy financial transactions or data.
- (d) **Description of tasks included in this project**: The total fees for Implementation Services associated with this Project are for a 6 month implementation from Project Kickoff. This Implementation Service includes up to 60 days of support after the first program/agency unit goes live. Additional days of

implementation support will be subject to a new Statement of Work. Included in the Implementation Services are the following:

- i. System Configuration
- ii. Project Management
- iii. Train the Trainer
- iv. Ad Hoc Report Builder Deployment
- v. Data Conversion and Validation
- vi. Go-Live Support
- vii. Post Go-Live Support - up to 60 days after the first program/agency unit goes live. Post go-live support shall be provided jointly by the Qualifacts project and client support teams.

(e) Collaborative Implementation. Customer has elected to collaborate with additional agencies within the same geographic area to share in the implementation costs. Customer agrees to share the assigned Qualifacts project team across the collaborative of agencies, adhere to the timelines established by Qualifacts and the collaborative of agencies, and participate together in implementation calls and on-site trainings as part of the Implementation Services.

8. Washington State Reporting

Qualifacts is committed to ensure State Reporting is fully supported in the State of Washington. Qualifacts agrees to work with Clark County to ensure the proper data collection instruments and data extraction/file submission capabilities are in place to support the following:

Demographic data files as defined by the following list of regional Behavioral Health Organizations (BHO) and/or Managed Care Organizations (MCOs) that are in turn submitted to Washington Department of Behavioral Health and Recovery (DBHR).

Beacon Health Options

Service Encounter Data as defined by the following list of regional Behavioral Health Organizations (BHO) and/or Managed Care Organizations (MCOs), who in turn submit this data to Washington State Health Care Authority (HCA) via its technical delivery organization OneHealthPort (OHP).


Beacon Health Options

HCA Health Information Exchange/Clinical Data Repository

Once the state of Washington has finalized its CCD data submission and exchange requirements, Qualifacts commits to collaborate with the HCA/OHP to scope the work effort to provide a cost estimate on a time and materials basis for the work to be completed.

Additional Fees – Customer and Qualifacts acknowledge that as of the Effective Date of this Agreement, the fees for Implementation Services and Product Enhancements have been construed with information provided to Qualifacts by Customer ("Scoping Information") and that Customer and Qualifacts made a commercially reasonable effort to uncover all relevant Scoping Information in an accurate manner. Should Customer or Qualifacts find additional requirements that create the need for Product Enhancements or additional Implementation Services for the CareLogic Software that were not identified as part of the original Scoping Information, Qualifacts will provide Statement(s) of Work (as per Section 4 of the Master Agreement) to Customer for approval. Monthly fees shall begin the sooner of Certification or a fully executed Statement of Work.

CLARK COUNTY

By: 
 Print: Mark McCauley
 Title: County Manager
 Date: 1/31/2017

QUALIFACTS SYSTEMS, INC.

By: David Klements
 Print: David Klements
 Title: CEO
 Date: Jan 20, 2017

APPROVED AS TO FORM

 1/20/2017
 Deputy Prosecuting Attorney



SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

Customer Name:	Clark County
Contact Name:	Jeff Hite
Address:	P.O. Box 5000 Vancouver, WA 98666
Phone Number:	
Email Address:	jeff.hite@clark.wa.gov
Effective Date:	

This Software License and Master Services Agreement (the "Agreement") is made as of the Effective Date set forth above between Qualifacts Systems, Inc. ("Qualifacts"), a Delaware corporation having its principal place of business at 200 2nd Ave S., Nashville, Tennessee 37201, and the Customer identified above.

1. Definitions

(a) **BAA**. "BAA" means the business associate agreement, as amended or superseded from time to time, executed by the parties in compliance with HIPAA, which is incorporated herein and made a part of this Agreement.

(b) **Concurrent Users**. "Concurrent Users" means the maximum number of Named Users accessing the CareLogic™ Software simultaneously at any point during the preceding month.

(c) **Customer Data**. "Customer Data" means any of Customer's information, documents, or electronic files that are provided to Qualifacts hereunder.

(d) **Documentation**. "Documentation" means any online or printed user manuals, functional specifications attached to this Master Agreement or Statements of Work that are provided to Customer by Qualifacts, and any derivative works of the foregoing.

(e) **Error**. "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(f) **HIPAA**. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services, all as amended from time to time.

(g) **Named User**. "Named User" means a named individual to whom Customer has granted access to use the Software on Customer's behalf and who has agreed to the terms of Qualifacts' Named User License Agreement, regardless of whether or not the User actually accesses the Software in the month.

(h) **P1 Error**. "P1 Error" means an Error in the Software that causes all of Customer's Named Users at a location or facility to be unable to access or use any of the critical functions of the Software, and for which no workaround is available.

(i) **P2 Error**. "P2 Error" means an Error in the Software that causes either (i) some of Customer's Named Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of Customer's Named Users at a location or facility, in either case where there is no workaround available.

(j) **P3 Error**. "P3 Error" means an Error in the Software that is not a P1 Error or a P2 Error.

(k) **Product Enhancements**. "Product Enhancements" means any new features, new modules, or other extensions or modifications of the Software requested by Customer and developed by Qualifacts pursuant to a Service Order Form, including but not limited to changes that are mandated by Federal or state regulatory changes or payor changes. "Product Enhancements" does not include new features, new modules, or extensions or modifications of the Software to the extent incorporated into a general Update.

(l) **Service Order Form**. "Service Order Form" means a document signed by authorized representatives of both parties and itemizing the Software and services purchased by Customer thereunder.

(m) **Software**. "Software" means those computer programs designated on one or more Service Orders Forms to be provided to Customer by Qualifacts

hereunder, including any Product Enhancements and Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.

(n) **Support**. "Support" means the ongoing services by Qualifacts to support the Software as defined in Section 3 below.

(o) **Train the Trainer Training**. "Train the Trainer Training" means the training program provided by Qualifacts to train Customer's personnel who will be responsible for training the Customer's system end users.

(p) **Update**. "Update" means any patch, bug fix, release, version, modification or successor to the Software.

2. License

(a) **License**. During the term and subject to the terms and conditions of this Agreement, Qualifacts hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Named Users for which Customer has paid in accordance with the applicable Service Order Form, and to Customer's external auditors to the extent required to perform an audit of Customer or its facilities. All rights in and to the Software not expressly granted herein are reserved to Qualifacts.

(b) **License and Use Restrictions**. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(c) **Customer Data**. Customer owns all right, title and interest in the Customer Data. Customer hereby grants to Qualifacts, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the Software and for providing benchmarking services and reports that do not uniquely identify Customer. Qualifacts shall not use the Customer Data except as necessary to perform its obligations hereunder.

(d) **Named Users; Security**. Customer is solely responsible for maintaining the security of all user names and passwords granted to it or its Named Users, for the security of its information systems used to access the Software, and for its users' compliance with the terms of this Agreement. If any of Customer's Customer System Administrators cease to be employed or engaged by Customer, Customer shall immediately notify Qualifacts. Qualifacts has the right at any time to terminate access to any user if Qualifacts reasonable believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Qualifacts' network.

3. Support and Training

(a) **Services Generally**. Except as set forth herein, Qualifacts shall provide services and support as specified on the applicable Service Order Form. Support does not include, and Qualifacts is not obligated to provide services for, (i) development of Product Enhancements, or (ii) any Service Change (as defined in Section 4(b) below).

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(b) Updates. Qualifacts shall deliver to Customer any Updates of the Software at no charge unless the Update includes third party components for which additional charges apply.

(c) Customer System Administrators. Customer shall at all times have at least one and no more than two designated Customer System Administrators, who will be the primary points-of-contact between Qualifacts and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Qualifacts.

(d) Support Procedures. Customer shall route all Software-related support questions to a Customer System Administrator. If the Customer System Administrator is unable to resolve the issue, then the Customer System Administrator may contact Qualifacts for support. Qualifacts shall provide telephone help desk support to the Customer Support Administrators from 7:00 AM to 7:00 PM Central Time on each business day. The Customer Support Administrators may obtain after-hours support by calling the help desk and paging the on-call support personnel.

(e) Response Times. In the event of a P1 or P2 Error, Qualifacts shall provide a preliminary response to Customer within two hours of its awareness of the Error, and shall use its reasonable efforts to provide updates to Customer every two hours until the Error is resolved. In the event of a P3 Error, Qualifacts shall provide a preliminary response to Customer within one business day of its awareness of the P3 Error, and shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved.

(f) Error Correction Times. Qualifacts shall use commercially reasonable efforts to correct all Errors. For P1 Errors, Qualifacts shall use its best efforts to correct the P1 Error or provide a reasonable workaround within 4 hours of its awareness of the P1 Error. For P2 Errors, Qualifacts shall use its best efforts to correct the P2 Error or provide a reasonable workaround within 2 business days of its awareness of the P2 Error. Customer shall provide such access, information, and support as Qualifacts may reasonably require in the process of resolving any Error.

(g) Support Exclusions. Qualifacts is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall, but not excluding failures or defects of Qualifacts' connectivity or hosting vendors);

(iii) Customer's use of the Software other than in accordance with the Software's documentation; or

(iv) a Force Majeure Event.

(h) Support Fees. Qualifacts has the right to bill Customer at its standard services rates for any support issues excluded by Section 3(g) above.

(i) Hosting Service Levels. Qualifacts shall provide hosting for the Software. Provided that Customer is current with respect to all amounts owing to Qualifacts hereunder, Qualifacts shall comply with the following service level agreement with respect to the production environment:

(i) Qualifacts shall provide Customer with Software availability ("Uptime") of at least at 99% during any calendar month beginning the first full calendar month during which the Software is in live use by Customer (the "Live Date"), calculated on a monthly basis and subject to the exceptions below.

(ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that Customer or its Named Users cannot access the Software on Qualifacts' servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's

equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall), or (d) a Force Majeure Event.

(iii) "Scheduled Maintenance" means any planned maintenance by Qualifacts that might cause the Software to be unavailable to Customer or its End Users. Qualifacts shall not perform Scheduled Maintenance between the hours of 7:00 AM and 10:00 PM Central Time. Qualifacts shall make commercially reasonable efforts to notify Customer by e-mail at least 3 business days in advance of any Scheduled Maintenance.

(iv) For any calendar month in which Uptime is less than 99%, Qualifacts shall issue a credit (a "Service Level Credit") against Customer's next invoice in an amount determined according to the following percentages of monthly recurring charges for the affected Software (excluding any one-time fees that Customer is paying on a monthly amortized basis):

Uptime	Credit
At least 90% but less than 99%	5%
At least 80% but less than 90%	25%
Less than 80%	50%

(j) Limitation of Remedies. Correction of Errors as defined in this Agreement and the Service Level Credits as set forth above are Customer's sole remedies for any Errors in the Software or any failure by Qualifacts to meet the Uptime commitment set forth herein, except for the termination remedy set forth in Section 6(c) below. Service Level Credits for any month cannot exceed the amount of monthly recurring fees paid by Customer for that month.

(k) Training. Qualifacts shall provide training as specified on the applicable Service Order Form.

4. Implementation

(a) Project Plan. Upon execution of a Service Order Form for the Software, the parties shall create a plan (including a timetable) for the completion of the project (the "Project Plan"). Qualifacts and Customer shall develop and implement the Software in accordance with this Project Plan.

(b) Service Changes. Customer may request changes to a Service Order Form or Project Plan by delivering a written statement of the desired changes (a "Service Change Request"). Upon receipt of a Service Change Request, if Qualifacts is willing to consider implementing the changes, Qualifacts shall prepare a Service Change Form including any estimated impact of the requested change on costs and on the Project Plan. Once a Service Change Form has been executed by authorized representatives of both parties, then Qualifacts shall develop or implement the Software in accordance with the original Service Order Form as amended by the Service Change Form, and the executed Service Change Form will be deemed an amendment too, and a part of, the Service Order Form to which it relates. For further clarification, Qualifacts is not obligated to implement changes to a Service Order Form other than pursuant to a Service Change Form executed by authorized representatives of both parties.

(c) Adjustments for Customer Delays. If Customer fails to meet any of its obligations or deadlines pursuant to the Project Plan, all subsequent deadlines applicable to Qualifacts will be adjusted by a number of business days equal to the delay by Customer.

(d) Product Enhancements.

(i) Customer may request Product Enhancements, and Customer shall pay for the development of any Product Enhancements that Qualifacts agrees to develop. Qualifacts is not obligated to develop any Product Enhancements except pursuant to a mutually-agreed upon Service Order Form or Statement of Work specifying the Product Enhancements to be developed and any applicable pricing, if other than standard time and materials.

(ii) Upon execution of a Service Order Form specifying Product Enhancements, the parties shall adhere to the process set forth in this

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Section for designing, developing, implementing, and testing the Product Enhancements.

(iii) At no charge to Customer, Qualifacts shall modify the Software to implement any changes mandated by Federal regulatory changes that are applicable to all customers. To the extent that a Customer requires a modification to the Software to implement state or local regulatory changes or changes mandated by a payor or MCO, that modification will be treated as a Product Enhancement for all affected customers, and Qualifacts shall provide that Product Enhancement at its then current time and materials rates, and Customer and all other customers affected by that same change shall pay an equal pro rata portion of the total cost. Qualifacts shall provide Customer with a Service Order Form that identifies the total cost as well as its pro rata portion, but Customer is obligated to pay that cost whether or not Customer signs the Service Order Form or Statement of Work.

5. Financial Terms

(a) Fees. In return for the products, services and licenses provided by Qualifacts to Customer hereunder and pursuant to a Service Order Form, Customer shall pay to Qualifacts the fees in the amount and on the schedule set forth on the Service Order Form. Unless specified to the contrary on a Service Order Form, monthly recurring fees will commence upon commencement of Certification. All dollar amounts refer to U.S. dollars.

(b) Expenses. Customer shall reimburse Qualifacts for its reasonable and necessary expenses (including travel and travel-related expenses).

(c) Billing Practices. Qualifacts bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises and require travel of more than 50 miles, Customer shall pay for a minimum of 8 hours for each such day of services, plus travel time.

(d) Payment Terms. Qualifacts shall invoice Customer monthly in advance for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. Customer shall pay all Qualifacts invoices within 30 days of the invoice date. If Customer is delinquent in payment of any portion of an invoice that it has not disputed in good faith, Qualifacts may, in addition to other remedies it may have, including termination, suspend access to the Software to any or all of Customer's Named Users and/or provision of all services to Customer. Customer agrees to pay interest on delinquent amounts at the rate of one and one half percent (1½%) per month (or, if lower, the maximum amount permitted by law) that a payment is overdue. If Qualifacts takes any legal action to collect on delinquent amounts, Customer shall reimburse Qualifacts for its actual costs incurred in pursuing such action, including but not limited to legal fees and court costs.

(e) Taxes. Customer shall pay or shall reimburse Qualifacts for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of Customer's use of the Software, except for any taxes based upon Qualifacts' net income or gross receipts or for any franchise or excise taxes owed by Qualifacts. If Customer is a tax-exempt organization, then, upon Qualifacts' receipt of proof of such status, then Qualifacts shall not charge Customer for any taxes from which Customer is exempt.

(f) Product Innovation Increases. In order to support Qualifacts' ongoing research and development of the Software, after each year of the Agreement Customer's Monthly Recurring Charges will automatically increase by 3.50 % of the monthly CareLogic Enterprise fee. This increase does not apply to any fees hereunder where Qualifacts has the express right to charge at its then current rates, in which case the fees will be Qualifacts then current rates.

6. Term and Termination

(a) Term. The term of this Agreement commences on the effective Date hereof and will continue for an initial term of 60 months. Thereafter, this Agreement will automatically renew for an unlimited number of 60 month renewal terms unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

(ii) in the case of Qualifacts, immediately upon any breach by Customer of Section 2(b) above;

(iii) immediately upon any breach of any confidentiality obligations owed to such party by the other party;

(iv) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(v) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(vi) If funding upon which Customer relies to operate the Crisis program is withdrawn, Customer may terminate this agreement by providing no fewer than ninety (90) days written notice to Qualifacts

(c) Termination for Repeated SLA Violations. If Qualifacts fails to achieve the Service Level Agreements specified in Section 3(i) above for any 3 consecutive months, or for any 6 months during any 12 consecutive month period, then Customer has the right to terminate this Agreement on 90 days prior written notice delivered at any time during the 60 day period immediately following the month in which the termination right first arises.

(d) Obligations Upon Termination. Upon termination of this Agreement:

(i) Qualifacts shall, within 30 days of termination, send Customer an electronic copy of its Customer Data in a structured file export;

(ii) Qualifacts shall immediately terminate access to the Software by Customer and its Named Users; and

(iii) Customer shall immediately pay Qualifacts any amounts payable or accrued but not yet payable to Qualifacts, including any deferred payments or payments originally to be made over time.

7. Confidentiality

(a) Definition of Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

(b) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is:

(i) readily discernible from publicly-available products or literature;

or

(ii) approved for disclosure by prior written permission of an executive officer of the disclosing party; or

(iii) protected health information, as defined under HIPAA (because such information is subject to the provisions of the BAA).

(iv) Nothing contained in this section shall be construed as prohibiting Clark County from sharing information with the public as required by Federal, State, or Local law.

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(c) Use of Confidential Information. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization.

(d) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Return of Information. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(f) Survival. The parties hereto covenant and agree that this Section 7 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information described in Section 7(a)(A), with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

8. Indemnification

(a) Indemnification. Each party shall indemnify the other, the other's affiliates, and all of their stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the Software or the Services (in the case of Qualifacts) or the Customer Data (in the case of Customer) infringes or misappropriates any intellectual property or privacy rights of the unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the Software becomes the subject of such a claim of infringement then Qualifacts may, at its option: (x) procure for Customer the right to use the Software free of any liability for infringement; (y) replace or modify the Software to make it non-infringing but with reasonably comparable functionality; or (z) if Qualifacts determines that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Customer for the affected Software. Furthermore, Qualifacts has no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by Qualifacts.

(b) Indemnification Process. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the

indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the indemnifying Party.

(c) Sole Remedy. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of negligence, gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

9. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, QUALIFACTS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY QUALIFACTS, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. QUALIFACTS HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF QUALIFACTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY ERROR CONSTITUTING A BREACH OF THIS AGREEMENT BY QUALIFACTS ARE (i) CORRECTION OF ERRORS AS SET FORTH HEREIN, (ii) IF APPLICABLE, THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH, AND (iii) APPLICATION OF ANY APPLICABLE SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, QUALIFACTS' TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO QUALIFACTS BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

10. General

(a) Ownership of Intellectual Property. Qualifacts owns all right, title and interest in and to the Software and Documentation as well as all Qualifacts trademarks and intellectual property rights in connection therewith. To the extent that such rights do not automatically vest in Qualifacts as works made for hire, Customer hereby assigns any and all right, title and interest, including any intellectual property rights, it may have or acquire with respect to the Software and Documentation, and Customer agrees, at Qualifacts' expense, to take any and all actions reasonably requested by Qualifacts to secure such rights for

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Qualifacts. Customer shall not challenge Qualifacts' ownership of the Software or Documentation nor any part thereof.

(b) Promotional Materials. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the Software.

(c) Non-Solicitation. Customer shall not, during and for 2 years after the termination or expiration of this Agreement, by either party and regardless of reason, hire or attempt to hire, directly or indirectly, any person who, during the previous twelve months, was an employee of Qualifacts. If Customer breaches this paragraph, Customer shall pay Qualifacts liquidated damages in the amount of six months of the employee's gross compensation. The preceding liquidated damages remedy is in addition to, and not in lieu of, any other remedy that Qualifacts may have in law or in equity.

(d) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the obligations of the other party (the "Performing Party") under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(e) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Qualifacts. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(f) Governing Law; Venue. The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Except as set forth in Section 10(g) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Nashville, Tennessee; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(g) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Nashville, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party.

(h) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(i) Entire Agreement. This Agreement, any Service Order Forms hereunder, and the BAA constitute the final agreement between the parties. In the event of any conflicts between this Agreement and a Service Order Form, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(j) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(k) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 9, and 10 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(l) No Federal Claims. Both parties agree that the Software is proprietary operating/vendor software as that term is used in of 45 CFR 95.617(c) and is not subject to any state or federal claims or rights.

(m) Authorized Representatives. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.

CLARK COUNTY

DocuSigned by:
By: Mark McCauley
FB5426E8B9FA42C...

Print: Mark McCauley

Title: County Manager

QUALIFACTS SYSTEMS, INC.

By: David Klements

Print: David Klements

Title: CEO



Date: 1/31/2017

Date: Jan 20, 2017

APPROVED AS TO FORM

DocuSigned by:
Amanda Mitchellbrink 1/20/2017
F8B2CB11526542F...
Deputy Prosecuting Attorney



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is made and entered into between Qualifacts Systems, Inc. ("**BA**"), and the party identified on the signature page of this Agreement ("**Customer**").

Customer is a Covered Entity (or is a Business Associate to one or more Covered Entities) pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, and together with the Health Information Technology for Economic and Clinical Health Act, all as amended from time to time, "**HIPAA**").

Customer has engaged or may engage BA to perform certain services (the "**Services**") pursuant to one or more agreements between the parties (each, whether written or oral, a "**Services Agreement**"). In the course of providing the Services, Customer may make available to BA or have BA obtain or create on its behalf information that may be deemed Protected Health Information subject to the provisions of HIPAA and information subject to protection under other federal or state laws.

In order to comply with the applicable provisions of HIPAA and other federal or state laws as applicable, the parties agree as follows:

1. Definitions.

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "**Effective Date**" means the date indicated on the signature page of this Agreement or, if later, the first date upon which BA receives, accesses, creates, transmits, or maintains PHI.

1.3 "**Electronic PHI**" means PHI that is Electronic Protected Health Information.

1.4 "**PHI**" means Protected Health Information received or accessed by BA from or on behalf of Customer or created, transmitted, or maintained by BA for or on behalf of Customer.

2. Permitted Uses. BA may use PHI only as permitted or required by this Agreement and only for the following purposes:

- (i) as necessary to perform the Services;
- (ii) to carry out its legal responsibilities;
- (iii) for the proper business management and administration of BA;
- (iv) to provide Data Aggregation services relating to the Health Care Operations of Customer, but only to the extent, if any, expressly provided in the Services Agreement;
- (v) to de-identify PHI in accordance with the standards set forth under HIPAA, but only to the extent, if any, expressly provided in the Services Agreement; and
- (vi) as Required By Law.

3. Permitted Disclosures. BA may disclose PHI only as permitted or required by this Agreement for the following purposes:

- (i) as necessary to perform the Services;
- (ii) for the proper business management and administration of BA or to carry out its legal responsibilities, if Required By Law or if BA has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify BA of any instance of

which the recipient becomes aware in which the confidentiality of such PHI has been breached; and

- (iii) as otherwise Required By Law.

4. Prohibited Uses and Disclosures.

4.1 Subject to Customer's compliance with its obligations set forth in Section 17 as applicable, BA shall not use or further disclose PHI in a manner that would violate HIPAA if done by Customer.

4.2 If Customer notifies BA that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 17, BA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

4.3 BA shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to BA by Customer for performance of the Services.

4.4 BA shall not use or disclose PHI for purposes of marketing or fundraising unless the Services include such marketing or fundraising.

4.5 Except as otherwise expressly provided in the Services Agreement, BA shall not to permit any PHI to be transmitted to, received by, or stored at any location outside of the United States of America and shall not permit any person outside of the United States of America to access or view PHI.

5. Subcontractors and Agents. Any disclosure to a Subcontractor or agent of BA shall be pursuant to a written agreement between BA and such Subcontractor or agent containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

6. Minimum Necessary. BA shall request, access, use, and disclose only the minimum amount of PHI necessary, in accordance with HIPAA, to perform the Services.

7. Certain Privacy Rule Compliance. To the extent that BA is to carry out one or more of Customer's obligations under Subpart E of Part 164 of HIPAA (generally known as the HIPAA Privacy Rule),

BA shall comply with such requirements that apply to Covered Entity in the performance of such obligations.

8. Safeguards. BA at all times shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, availability, and integrity of Electronic PHI that it creates, receives, maintains, or transmits in accordance with the regulations set forth at 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and shall maintain policies and procedures and other documentation in accordance the regulations set forth at 45 CFR § 164.316. BA acknowledges that such provisions apply to BA in the same manner that they apply to Covered Entities.

9. Breach Investigation and Reporting.

9.1 As soon as practicable following any actual or reasonably suspected impermissible use or disclosure of PHI, BA shall assess whether such actual or suspected impermissible use or disclosure was of PHI that is Unsecured Protected Health Information and, if so (or if BA cannot determine reasonably conclusively to the contrary), BA shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, BA shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated, and BA shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination.

9.2 If pursuant to the evaluation described in Section 9.1 BA determines that such impermissible use or disclosure constitutes a Breach of PHI that is Unsecured Protected Health Information, BA shall provide Customer in writing, without unreasonable delay but in no case later than 10 days following such determination, written notice setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. BA shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to BA.

9.3 For purposes hereof, an actual or suspected use or disclosure shall be deemed impermissible if it is not or would not be permitted by this Agreement or if it is or would be in violation of HIPAA.

9.4 For purposes hereof, an impermissible use or disclosure shall be deemed discovered by BA as of the first day on which such impermissible use or disclosure is known to BA or, by exercising reasonable diligence, would have been known to BA, and BA shall be deemed to have knowledge of an impermissible use or disclosure if such impermissible use or disclosure is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the impermissible use or

disclosure, who is a workforce member of BA or an agent of BA (determined in accordance with the federal common law of agency).

10. Security Incident Reporting. BA shall report to Customer in writing any Security Incident involving Electronic PHI, other than a Security Incident that involves an actual or suspected impermissible use or disclosure of PHI, within 30 days of BA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by BA to Customer of the ongoing occurrence of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Customer shall be required.

11. Mitigation. BA shall take all actions reasonably necessary and shall cooperate with Customer as reasonably requested to mitigate, to the extent practicable, any harmful effect of any use or disclosure of PHI in violation of the terms and conditions of this Agreement or of any applicable law.

12. Insurance. For as long as the Services Agreement remains in effect, Qualifacts shall maintain the following insurance coverage, and shall, upon written request of Customer, provide Customer with a certificate evidencing such coverage.

Network and Information Security Liability coverage in an amount not less than \$4,000,000 each wrongful act subject to a \$4,000,000 aggregate covering actual or alleged acts, errors, or omissions committed by Qualifacts, its agents or employees including but not limited to its network providers. This policy or an equivalent policy shall also cover claims for computer security and privacy liability covering actual or alleged acts, errors, or omissions including the intentional or unintentional acts of Qualifacts, its agents or employees including its network providers. The policy shall expressly provide, but not be limited to coverage for the following claims and related expenses:

- (i) Unauthorized use/access of a computer system
- (ii) Failure to prevent the transmission of a "computer virus"
- (iii) Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others
- (iv) Defense of regulatory action involving a breach of privacy, including fines, penalties and consumer redress funds; Sublimit of \$250,000;
- (v) Failure to provide notification of any actual or potential unauthorized access to , or use of, data containing private or confidential information of other as required by any "security breach notification law" that applies to you.
- (vi) Breach notification costs sublimit of \$2,000,000, whether or not required by statute; and
- (vii) Communications and Media liability coverage for claims alleging infringement of copyright, "title", "slogan", trademark, trade name, trade dress, service mark or service name in your "covered material".

13. Access and Amendment. With respect to an Individual as to whom BA maintains PHI, BA shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) BA shall direct such Individual to make such request of Customer and (ii) BA shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by BA in a Designated Record Set, to the extent required by HIPAA, BA shall (i) make available PHI to Individuals or Customer, as reasonably requested by Customer and in accordance with HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

14. Accounting for Disclosures. BA shall document all disclosures of PHI by BA and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. BA shall maintain such information for the applicable period set forth in HIPAA. BA shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this Agreement.

15. Audit. If BA receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that BA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or BA's compliance with HIPAA, BA promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or BA (which challenge BA shall not be obligated to raise), BA shall comply with such request to the extent required of it by applicable law. Nothing in this Agreement shall waive any attorney-client privilege or other privilege applicable to either party.

16. Compliance with Law. BA shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information. Nothing in this Agreement shall be construed to require BA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

17. Obligations of Customer. Customer shall (i) notify BA of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect BA's use or disclosure of PHI, (ii) notify

BA of any changes in, or revocation of, permission by an Individual to use or disclose PH, to the extent that such change may affect BA's use or disclosure of PHI, (iii) notify BA of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect BA's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI necessary for BA to provide to the Services.

18. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

19. Effect of Termination. Upon termination of this Agreement, subject to any applicable provisions of the Services Agreement, BA shall return to Customer or destroy all PHI that BA maintains in any form and retain no copies of such PHI or, if return or destruction is not feasible (including without limitation if BA is required by applicable law to retain any such PHI for a time following termination), notify Customer thereof and extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of BA.

20. Miscellaneous.

20.1 Notices. Except as otherwise provided in this Agreement, notices and reports given under this Agreement shall be in writing and sent to BA at Attn: Privacy Officer, Qualifacts Systems, Inc., 200 2nd Ave S., Nashville, Tennessee 37201 with copy to Steve Wood, Esq., Baker Donelson, 211 Commerce Street, Suite 800, Nashville, Tennessee 37201, and to Customer at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

20.2 Nature of Relationship. BA shall perform all services hereunder as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

20.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law

principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

20.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

20.5 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

20.6 Entire Agreement. This Agreement, together with each Services Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

20.7 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to BA, propose to amend this Agreement in such a manner as Customer reasonably

determines necessary to comply therewith, and such proposed amendment shall become operative unless BA rejects such amendment by written notice to Customer within 30 days thereafter, in which case, unless the parties agree on an amendment within 30 days after BA's notice, either party may terminate this Agreement by written notice to the other.

20.8 No Third Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.

20.9 Injunctive Relief. BA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Customer irreparable harm and that Customer may not have an adequate remedy for such breach at law, and BA therefore agrees that upon any breach or threatened breach of this Agreement, Customer will be entitled to seek, and BA shall not object to, injunctive relief to prevent BA from commencing or continuing any action that constitutes or would constitute such breach, or to compel BA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Customer may be entitled as a result of a breach of this Agreement.

20.10 Headings; Interpretation. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement. In the event of a conflict between the provisions of this Agreement and any provisions of the Services Agreement, the provisions of this Agreement shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

20.11 Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts constitute one and the same instrument. Manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

IN WITNESS WHEREOF, BA and Customer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CUSTOMER: CLARK COUNTY

By: DocuSigned by:
Mark McCauley
F85426E8B9FA42C...

Print: Mark McCauley

Title: County Manager

Date: 1/31/2017

BA: QUALIFACTS SYSTEMS, INC.

By: *David Klements*

Print: David Klements

Title: CEO

Date: Jan 20, 2017

Customer Name: Clark County	APPROVED AS TO FORM
Customer Address: WA	<small>DocuSigned by:</small> <i>Amanda Mitchell</i> 1/20/2017 <small>F6B2CB11526542F...</small>
Effective Date:	Deputy Prosecuting Attorney

Signature: *Angela Lee*
Email: angela.lee@qualifacts.com
Title: Sales Manager

Signature: *Jeffrey Silverman*
Email: jeff.silverman@qualifacts.com
Title: CSMO