

**WELLSKY CORPORATION  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "Agreement") is entered into by and between WellSky Corporation, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("WellSky"), and Mendocino County Health & Human Services Agency with offices at 747 S. State St. Ukiah CA, PO Box 839, Ukiah, CA 95482-0839 ("Customer"). Each of WellSky and Customer may be referred to herein individually as a "Party" and together as the "Parties." The term of this Agreement shall be from July 1, 2019, (the "Effective Date"), and shall continue through June 30, 2020. The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **LICENSED SOFTWARE.**
  - 2.1. Licensed Software. WellSky grants to Customer (a) a non-exclusive, non-transferable, license to use the Licensed Software or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software, on the Designated Platform solely for internal business purposes and subject to the terms of this Agreement and the applicable Order Form (Attachment A). Customer represents that it has authority to bind each Customer affiliate and Licensed User to the terms of this Agreement. Customer shall be responsible for all acts and omissions of all Customer affiliates and Licensed Users.
  - 2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Customer may make copies of Licensed Software as necessary for back-up, testing and archival purposes only. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.
  - 2.3. Scope of Use. The Licensed Software and Sublicensed Software are priced based on certain metrics (e.g. Sites, Deliverables and/or Licensed Users) as set forth in an Order Form (Attachment A). Customer may only expand its use of the Licensed Software or Sublicensed Software upon payment of additional license, support and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.
3. **SERVICES.**
  - 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form (Attachment A), WellSky shall provide Customer a non-exclusive, non-assignable, limited license to access and use the Cloud Services, solely for Customer's internal business operations and subject to the terms of this Agreement and Order Form (Attachment A).
  - 3.2. Support. WellSky shall provide the Support Services set forth in Exhibit B or in the applicable Order Form (Attachment A) for Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
  - 3.3. Professional Services. Unless otherwise set forth in an Order Form (Attachment A), Professional Services shall be performed on a time and materials basis at WellSky standard rates.
  - 3.4. Customer Responsibilities. Customer shall approve access for all Licensed Users to the Cloud Services, and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Licensed Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations.
  - 3.5. Suspension of Services. If (i) there is a threat to the security of WellSky's systems or the Services, or (ii) Customer's undisputed invoices are 60 days or more overdue, in



- addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.
4. **SUBLICENSSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form (Attachment A), WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form (Attachment A). Customer agrees to purchase any Hardware set forth in an Order Form (Attachment A).
5. **PROPRIETARY RIGHTS.**
- 5.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Customer a non-exclusive, non-transferable license to use Work Product only for Customer's own internal purposes in connection with the Licensed Software and Services.
- 5.2. Restricted Rights. The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.
6. **INSTALLATION OF DESIGNATED PLATFORM.** Customer shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful.
7. **PAYMENTS BY CUSTOMER.**
- 7.1. Payment. Customer shall pay all Fees for the Licensed Software, System Services and Hardware as described in Attachment A. All invoices shall be paid net 30 days following the date of the invoice. Invoices that are more than 10 days past due shall be subject to a finance charge at a rate of interest the lesser of 1.5% per month or maximum permissible legal rate.
- 7.2. Increases. All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the applicable Order Form (Attachment A) at a rate not to exceed 5%. Maintenance and cloud services fees may further be increased upon prior written notice to Customer in the event WellSky's third-party supplier increase such fees.
- 7.3. Expenses. Customer shall reimburse WellSky for all reasonable Customer-related travel, lodging and out-of-pocket expenses.
- 7.4. Shipping Fees, Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.
- 7.5. Delivery/Risk of Loss. All materials provided by WellSky to Customer hereunder are shipped FOB WellSky's carrier.
- 7.6. Audit. WellSky reserves the right to audit Customer's use of the System and Cloud Services, remotely or on site at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.
8. **LIMITED WARRANTIES AND COVENANTS.**
- 8.1. Licensed Software Warranty. WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form (Attachment A) during the Warranty Period.
- 8.2. Services Warranty. WellSky warrants that it shall perform the Services in a professional manner in accordance with the applicable Documentation.
- 8.3. Hardware/Sublicensed Software. Customer agrees that the manufacturers or licensors of Hardware and Sublicensed Software may



provide certain warranties and other terms and conditions with respect to the Hardware and Sublicensed Software supplied to Customer under this Agreement. WellSky makes no representations or warranties concerning the Hardware or Sublicensed Software.

- 8.4. Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form (Attachment A) shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software or reperforming the Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity, which arises as a result of (i) any act or omission of Customer, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (ii) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (iv) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment or other third-party materials.
- 8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM (ATTACHMENT A), WELLSKY DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS.
- 8.6. Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement and bind each Licensed User to the confidentiality and use restrictions set forth herein; and (b) shall use

its best efforts to protect the security of the Licensed Software and Cloud Services.

9. **LIMITATION OF LIABILITY.** WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM (ATTACHMENT A) FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application or interpretation of any information, results or product generated by or resulting from the Licensed Software or Services or arising from the Customer's use of the Licensed Software or Services.

10. **INDEMNIFICATION.**

- 10.1. WellSky Indemnity. WellSky shall defend, indemnify and hold Customer and its officers, directors, and employees, harmless from and against any third party claims, suits, liabilities, obligations, judgments, and causes of action ("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third party. If Customer's use of the Licensed Software or Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Customer's sole and exclusive remedy, either: (a) secure for Customer the right to continue to use the



- Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Customer a pro rata portion of the Licensed Software license fees amortized over a five (5) year straight line depreciated basis and any prepaid amounts for Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Customer or third parties; (ii) use of the Licensed Software or Cloud Services with non-WellSky software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed Software, if the infringement could be avoided by use of the current release.
- 10.2. Customer Indemnity. To the extent permitted by law, Customer shall defend, indemnify and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services
- 10.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby; (ii) give the indemnifying party authority, information and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.
11. **TERM AND TERMINATION OF LICENSE AND AGREEMENT.**
- 11.1 Term. If applicable, the term of the license to the Licensed Software and Cloud Services is set forth in an Order Form (Attachment A). This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in Section 11.
- 11.2 Termination. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement. Either Party may terminate this Agreement and the licenses granted herein if: (i) the other Party materially breaches this Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within 10 days after receipt of written notice from WellSky; or (ii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement.
- 11.3 Effect of Termination. Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software and Cloud Services, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to WellSky. Customer shall, within 10 days following such termination, return or destroy to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, all WellSky Confidential



- Information and certify such return or destruction in writing to WellSky.
- 11.4 **Survival.** The following sections shall survive termination or expiration of this Agreement: Articles 9, 10, 11, 12 and 14; Sections 8.4 through 8.6, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.
12. **CONFIDENTIAL INFORMATION.** Each Party shall (i) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (iii) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (iv) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either party may disclose the other party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party shall notify the other party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.
13. **REGULATORY COMPLIANCE.**
- 13.1. **General.** WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.
- 13.2. **HIPAA.** The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit C.
14. **GENERAL PROVISIONS.**
- 14.1. **Force Majeure.** Neither Party shall be liable for any loss, damages or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, terrorism, war, unavailability of components, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.
- 14.2. **Data Use.** Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Customer grants WellSky permission to use data from Customer to help WellSky to provide the Licensed Software and/or Services to Customer and to enhance the Licensed Software and/or Services it provides. Customer grants WellSky permission to combine Customer's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify (a) Customer or (b) any individual. Customer also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.
- 14.3. **Injunctive Relief.** Customer acknowledges that any breach by Customer of Article 2 or 12 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.
- 14.4. **Assignment.** Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection



- with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Customer.
- 14.5. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties.
- 14.6. Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 14.7. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of Senior Vice President and General Counsel and in the case of Customer, to the attention of Brian Klovski, Program Specialist.
- 14.8. Severability. If any provision of this Agreement or any Order Form (Attachment A) adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.
- 14.9. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form (Attachment A), the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.
- 14.10. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.
- 14.11. Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 14.12. Purchase Orders; Acceptance of Quotes. If Customer submits its own terms in Customer's acceptance of a price quotation or in a purchase order, which add to, vary from, or conflict with the terms herein, any such terms are of no force and effect and are superseded by this Agreement.
- 14.13. Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Kansas.
- 14.14. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent.
- 14.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of



signature pages, which shall be deemed  
originals in all respects.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**MENDOCINO COUNTY HEALTH &  
HUMAN SERVICES AGENCY:**


  
(SIGNATURE)

Tammy Moss Chandler

HHSA Director

6/9/19  
(DATE)

**WELLSKY CORPORATION:**

  
(SIGNATURE)

Stephen Greenberg  
(PRINT NAME)

SVP  
(TITLE)

7/15/19  
(DATE)



IN WITNESS WHEREOF

**DEPARTMENT FISCAL REVIEW:**

By: [Signature]  
Tammy Moss Chandler, HHSA Director

Date: 6/9/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 0433

Line Item: 86-2189

Org/Object Code: UY

Grant: ☐ Yes ☒ No

Grant No.:

CARMEL J. ANGELO, Chief Executive Officer

By: [Signature]  
PURCHASING AGENT

Date: 6/28/19

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 6/28/19

**EXECUTIVE OFFICE/FISCAL REVIEW:**

APPROVAL RECOMMENDED

By: [Signature]  
Deputy CEO

Date: 6/28/19

**CONTRACTOR/COMPANY NAME**

By: [Signature]  
Stephen Greenberg, SVP Human and  
Social Services

Date: 7/15/19

**NAME AND ADDRESS OF CONTRACTOR:**

WellSky Corporation

11711 W. 79<sup>th</sup> St.

Lenexa, KS 66124

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: [Signature]  
Deputy

Date: 6/25/2019

Signatory Authority: \$0-25,000 Department; \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ 18-370

Exempt Pursuant to MCC Section: out of County contractor



## EXHIBIT A

- a. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- b. **"Cloud Services"** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation. The term "Cloud Services" does not include Professional Services.
- c. **"Concurrent User"** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- d. **"Confidential Information"** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- e. **"Designated Platform"** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- f. **"Documentation"** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- g. **"FDA Clearance"** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- h. **"First Productive Use"** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- i. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from WellSky.
- j. **"Licensed User"** means a permitted user of Licensed Software, Sublicensed Software and Cloud Services as described in the applicable Order Form.
- k. **"Licensed Software"** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Customer by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.
- l. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- m. **"Professional Services"** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- n. **"Program Error"** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- o. **"Services"** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- p. **"Site"** means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- q. **"Support Services"** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- r. **"Sublicensed Software"** shall mean those programs provided to WellSky by a third party, which WellSky sublicenses to Customer hereunder, for use with the Licensed Software, as specified on an Order Form, and subject to the limitations set forth in this Agreement and any other applicable third-party terms and conditions.
- s. **"System"** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.



- t. **"Test Scripts"** means WellSky's test scripts designed by WellSky to assist in Customer's Validation of certain Regulated Licensed Software.
- u. **"Update"** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts or software that WellSky prices or markets separately.
- v. **"Validation"** means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- w. **"Warranty Period"** means twelve months from the execution of the applicable Order Form, unless a different period is set forth in an Order Form.
- x. **"Work Product"** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Customer or its employees, Licensed Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.



**EXHIBIT B**  
**LICENSED SOFTWARE SUPPORT TERMS**

1. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT SERVICES ARE EFFECTIVE FOR AN INITIAL TERM OF **ONE (1) YEAR** BEGINNING ON THE EFFECTIVE DATE OF THE ORDER FORM (ATTACHMENT A) (THE "SUPPORT EFFECTIVE DATE") AND A NEW AGREEMENT MAY BE ENTERED INTO FOR CONSECUTIVE ONE (1) YEAR TERMS UNLESS NOTICE OF NON-RENEWAL IS SENT BY ONE PARTY TO THE OTHER PARTY NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT SUPPORT TERM (THE "TERM"). This Exhibit only applies to the Licensed Software.

2. SERVICE REINSTATEMENT.

In the event Support is allowed to lapse (other than for breach by WellSky) and is later reinstated, Customer shall be required to pay a reinstatement charge of Ten Thousand Dollars (\$10,000), plus back charges for all months that Support lapsed, including appropriate late charges. Customer may be responsible for expenses incurred to inspect Hardware or reload Licensed Software to the current release version after any lapse in Support.

3. SERVICES PROVIDED.

WellSky shall provide standard support services for supporting Customer's live productive use of the Licensed Software set forth on an applicable Order Form (Attachment A) on the Designated Platform. For purposes of Support, "standard support services" shall include using commercially reasonable efforts to repair or provide a work around for all Program Errors that WellSky is able to reproduce. Standard support services shall also include using commercially reasonable efforts to provide Updates, including Updates required to comply with applicable Federal laws and regulations; provided that, WellSky is not required to provide Updates that are based on changes to laws that require a substantial rewrite of the Licensed Software or are otherwise commercially impractical. If Customer requires assistance to install any Updates, such services shall be at WellSky's then current rates. So long as Customer is current in Support fees and Customer complies with the terms and conditions of the Agreement, the Licensed Software shall operate in accordance with the Documentation, in all material respects.

4. TELEPHONE SUPPORT.

- a. **Priority Levels.** Customer may request, and WellSky shall provide, reasonable technical consultation by telephone 24 hours a day, 365 days a year. WellSky shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Customer's request. That unique number shall be provided to Customer for reference and communication. WellSky shall assign to technical consultation requests one of three levels of priority:

1. **Level 1** is the most severe Program Error and represents a situation where all features and functions of the Licensed Software are unavailable and no practical alternate mode of operation is available. WellSky shall use commercially reasonable efforts to answer or return Level 1 calls within four (4) hours.
2. **Level 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 requests will be escalated as appropriate to seek resolution.
3. **Level 3** is the normal next-in-line priority assignment. Priority 3 requests will be worked on in the order in which they are received.

- b. **Problem Resolution.** WellSky shall provide technical consultation solutions to Level 1, Level 2 and Level 3 issues as quickly as reasonably possible, in light of the problem. If a Level 1 or Level 2 issue requires a



change to the Licensed Software, the change will be sent to Customer as soon as available. If a Level 3 issue requires a change to the software, the change will be provided in a regularly scheduled Update.

- c. Service Location. WellSky shall provide technical consultation from its business premises, except that WellSky, at its own discretion, may dispatch a technical services representative to Customer's facility for all Program Errors that WellSky is unable to correct by providing technical consultation from WellSky's premises.

## 5. UPDATE.

During the Term of Support, WellSky may make Updates available to Customer. WellSky reserves the right to determine the content and availability of all software, including without limitation, Updates. For purposes of clarification, the Parties agree that Updates shall include bug fixes, error corrections, changes required by federal law and regulations and new features that are not offered by WellSky as separate modules or software packages. Interface service provided under Support is designed to keep the application in good working order and comply with interface specifications agreed to by WellSky and Customer. Any enhancements or additions made to an interface as requested by Customer are not part of Support and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Customer with each Update. If applicable, all Updates may be loaded only based upon instructions provided by WellSky's customer service personnel. WellSky must be notified, in writing, before the loading of operating system software updates, third party software updates or installing new hardware to the System. WellSky shall provide assistance by telephone during normal business hours.

## 6. CUSTOMER PARTICIPATION.

WellSky's obligations are conditioned on Customer fulfilling its obligations hereunder, including, without limitation:

- a. Providing WellSky with all information and assistance necessary to detect, simulate or reproduce and correct any Program Errors.
- b. Providing WellSky access to the System and its related operating environment for the purpose of providing WellSky services;
- c. Causing all equipment and facilities which are used in connection with the operation or security of System and Hardware to be maintained properly and in good operating condition as specified by the applicable manufacturer. All charges for such media and services shall be the sole responsibility of Customer.
- d. Maintaining regular back-ups of data files, application source code (if applicable) and operating system software.
- e. Strict compliance with the terms and conditions of the Agreement, including without limitation, the terms and restrictions on the license grant.



**EXHIBIT C**  
**BUSINESS ASSOCIATE AGREEMENT**

**BACKGROUND**

- A. Covered Entity and WellSky have entered into a certain License Agreement dated July 1, 2019, (such agreement is the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- C. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to under the Agreement.

**TERMS**

- 1. **Definitions.** All capitalized terms used but not otherwise defined in this Business Associate Agreement ("BAA") shall have the same meaning as those terms in the Regulations.
  - a. Business Associate shall mean WellSky Corporation.
  - b. Covered Entity shall mean Customer.
  - c. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
  - d. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
  - e. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - f. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103 of the Regulations.
  - g. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 2. **Obligations and Activities of Business Associate.**
  - a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
  - b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
  - c. Business Associate agrees to use appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
  - d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
  - e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.



- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.

### **3. Permitted Uses and Disclosures by Business Associate**

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.



- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

#### **4. Termination.**

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
  - 1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
  - 2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
  - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Cover Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

- c. Effect of Termination.
  - 1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement. For the avoidance of doubt, the parties agree that the return or destruction of Limited Data Sets (defined below) shall be deemed infeasible, and no further notice pursuant to this Section shall be required.

#### **5. Obligations of Covered Entity.**

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's user or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.



**6. Electronic Data Security.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any security incident of which it becomes aware.

**7. Miscellaneous.**

- a. De-Identified Information. Business Associate may de-identify Protected Health Information obtained by Business Associate under this BAA in compliance with 45 CFR § 164.502(d) and 45 CFR § 164.514(a) and (b). Pursuant to 45 CFR § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BAA.
- b. Data Use. Business Associate may use and disclose Protected Health Information obtained by Business Associate under this BAA to create a limited data set without any of the identifiers listed in 45 CFR § 164.514(e) ("Limited Data Set") for research, public health, and health care operations purposes. Business Associate may not use or further disclose a Limited Data Set for any other purpose, except as may otherwise be Required by Law. Business Associate must use appropriate safeguards to prevent use or disclosure of a Limited Data Set other than as provided for herein. Business Associate must report to Covered Entity any use or disclosure of a Limited Data Set not provided for herein of which Business Associate becomes aware. Business Associate must ensure that any agents to whom Business Associate provides a Limited Data Set agree to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. Business Associate may disclose a Limited Data Set to any recipient that agrees to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. With respect to any particular Limited Data Set, Business Associate will not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set or to contact any such individual.
- c. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- d. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- e. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- f. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- g. Incorporation. Except for Covered Entity, no third party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.



**ATTACHMENT A  
ORDER FORM  
PART 1  
SCOPE OF USE, TERM AND PAYMENT TERMS**

**WELLSKY CORPORATION  
ORDER FORM**

This Order Form ("Order") is dated as of July 1, 2019 ("Effective Date") between **Mendocino County Health & Human Services Agency** with offices at PO Box 839, Ukiah, CA 95482-0839 ("Customer") and **WellSky Corporation**, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("WellSky") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated July 1, 2019 ("Agreement"), except to the extent explicitly identified in this Order.

This Order consists of the following:

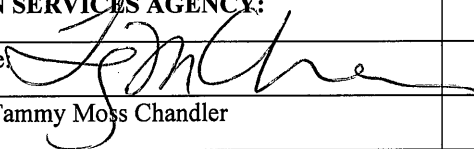
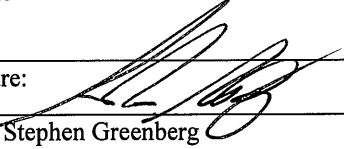
- Part 1 – Term and Payment Terms
- Part 2 – Pricing
- Part 3 –Additional Terms
- Part 4 – Professional Services

Any questions or changes to this Order, please contact Andrew Berg at 913-307-1000

**Ordering Procedure:**

Scan or fax this signed Order to WellSky's Contracts Department as follows:

Andrew.berg@wellsky.com and Marsha.Blankenship@wellsky.com  
and/or LegalContracts@wellsky.com  
Fax: (913) 871-9571 or 9138719571@fax2mail.com

<b>MENDOCINO COUNTY HEALTH &amp; HUMAN SERVICES AGENCY:</b>		<b>WELLSKY CORPORATION:</b>
Signature: 		Signature: 
Name: Tammy Moss Chandler		Name: Stephen Greenberg
Title: HHSA Director		Title: SVP Human and Social Services
Date: 6/9/19		Date: 7/15/19



**ATTACHMENT A  
ORDER FORM  
PART 1  
SCOPE OF USE, TERM AND PAYMENT TERMS**

1. Scope of Use - Quantity: The Licensed Software or Cloud Services is subject to the scope of use limits - quantity set forth on Part 2. Customer may purchase additional scope for Licensed Software or Cloud Services through the license admin page. Customer agrees to be responsible for such additional purchases and shall pay such additional fees within 30 days.
2. Term: Cloud Services Term: The Cloud Services are provided for an initial one-year term, from July 1, 2019 through June 30, 2020 (the "**Initial Term**"). CLOUD SERVICES MAY BE CONTINUED WITH A NEW SIGNED AGREEMENT FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "**RENEWAL TERM**" AND COLLECTIVELY WITH THE INITIAL TERM THE "**TERM**"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 90 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Customer shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges
3. Payment Terms. All fees due under this Order shall be paid as follows:
  - a. Cloud Services: Customer shall pay the Cloud Services fees annually, in advance, as of July 1, 2019, and on each anniversary of such date every year thereafter.
  - b. Professional Services: Customer agrees to pay 100% of the professional services fees on the Effective Date.
  - c. One-Time Fee: Customer shall pay 100% of the one-time fees on the Effective Date.
  - d. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky's third party supplier increases such fees.

Please provide your accounts payable or billing contact information.

<b>Name:</b> Tammie McKee
<b>Title:</b> Account Clerk III
<b>E-mail:</b> <a href="mailto:Mckeet@mendocinocounty.org">Mckeet@mendocinocounty.org</a>
<b>Phone:</b> 707-463-7870

Please check one of the boxes below regarding your sales tax status:

- ☒ Exempt
- ☐ Non-Exempt

If "Exempt" is checked above; Customer is required to provide the appropriate certificate to Mediware upon Execution of this Order. Failure to provide could result in sales tax charges.



**ATTACHMENT A  
ORDER FORM  
PART 2  
PRICING**

Web/Sky/Community Services (ServicePoint) License Count Summary	
Item	Quantity
Community Services (ServicePoint) - User License *	31
Community Services (ServicePoint) - Reporting User - Premium (AdHoc) *	2
Community Services (ServicePoint) - Reporting User - Basic (Report Viewer) *	29

Professional Services One-Time Fees			
Quantity	Per Unit	Item	One-Time
4	\$1,815.00	Client services - On-Site Training – System Administrator “Train-the-Trainer”	\$7,260.00
1	\$6,000.00	Client Services - New Implementation Project Management	\$6,000.00
Sub-Total One-Time Fees			\$13,260.00

One-Time Fees			
Quantity	Per Unit	Item	One-Time
1	\$10,000.00	Community Services (ServicePoint) Software License Fees (50% Discount Applied)	\$5,000.00
Sub-Total One-Time Fees			\$5,000.00

Total One-Time Fees			\$18,260.00
---------------------	--	--	-------------

Cloud Service Fees Billed on a Per License Basis			
Quantity	Per License	Item	Annual
31	\$445.00	Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Basic Reporting	\$13,795.00
Sub-Total Cloud Service Fees Billed Annually on a Per License Basis			\$13,795.00

Cloud Service Flat Fees			
Quantity	Per Unit	Item	Annual
1	\$0.00	Community Services (ServicePoint) Training-Site (Waived Year 1. \$3,150/year, each following year)	\$0.00
Sub-Total Cloud Service Flat Fees Billed Annually			\$0.00

Total Cloud Service Annual Fees			\$13,795.00
---------------------------------	--	--	-------------

TOTAL FEES (Year One includes One-Time and Annual Cloud Service Fees)			\$32,055.00
---	--	--	-------------

\* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply. Please note that a Reporting License must be purchased with each User License.

**Annual Recurring Cloud Service Fees:**

Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Basic Reporting: \$445/license/year

Community Services (ServicePoint) Code Set User ICD/CPT Fee: \$27/license/year (if needed)

**PROFESSIONAL SERVICES**

Client Services - Advanced Reporting On-Site Training Fee: \$2,625/day (minimum 2-days with 30-day notice.)

Client Services Onsite Consulting: \$1,815/day (minimum 2-days with 30-day notice.)

Client Services - Remote Consulting Services Fee: \$137.50/hour

Client Services Onsite Training Fee: \$1,815/day (minimum 2-days with 30-day notice.)

Client Services Remote Training Hours (Webinar Training): \$220/hour

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee - Expedited Fee: \$165/hour



**ATTACHMENT A  
ORDER FORM  
PART 3  
ADDITIONAL TERMS**

None



**ATTACHMENT A**  
**ORDER FORM**  
**PART 4**  
**PROFESSIONAL SERVICES**

Client services - On-Site Training – System Administrator “Train-the-Trainer” (4 days onsite)  
Client Services - New Implementation Project Management (up to 43 hrs.)