

**MEMORANDUM OF UNDERSTANDING FOR
LANCASTER COUNTY, NEBRASKA
COOPERATIVE CONTRACT**

Contract Title: Software Technology Solutions – Electronic Health Records

Contract Number: Request for Proposal 2012-1 (Hereinafter referred to as “the Lead Contract”)

Lead Entity or Cooperative Agency: Rappahannock-Rapidan Community Services

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to Credible Behavioral Health, Inc., 1 Choice Hotels Circle, 11th Floor, Rockville, MD 20850 hereinafter called “Contractor”, from the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the “County” for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. TERM OF THE CONTRACT

The County shall participate in the Lead Contract for Software Technology Solutions – Electronic Health Records. Upon conclusion of the initial term, the County has the option of renewing under the same terms and conditions according to the renewals allowed by the Contract. This Contract term is five (5) years, not including the implementation period.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum. Pricing for 2017 and future years will be dictated by Exhibit A, pages 13 – 18 of the Attachment A Letter of Intent.

D. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions
2. Attachment A – Letter of Intent
3. Copy of Rappahannock – Rapidan Community Services Lead Contract
4. Business Service Agreement
5. Business Associate Addendum
6. HIPAA Business Associate Addendum
7. Tax Forms.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

F. CONTRACT MODIFICATION

In addition to other termination provisions in the MOU and attachments thereto, if the Lancaster County Mental Health Crisis Center's funding is cut by 40%, based upon baseline Agency funding as of the execution date of the MOU, County has the option to terminate the contract with no penalty. In the event of such lack for funding, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County.

Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

G. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

H. ASSIGNMENT

This MOU shall not be assigned by either party hereto without mutual consent of the parties hereto. Consent shall not be unreasonably withheld. Any assignment without such prior written consent shall be absolutely void.

I. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

J. PAYMENT

Payment shall be made as provided in Attachment A.

K. TAXES AND TAX EXEMPTION CERTIFICATE

The County is generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

L. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

N. WAIVER

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

O. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. The County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

This MOU, together with the Lead Contract Documents, are a part of the MOU as if fully incorporated herein.

The Contractor and the County hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

**Software Technology Solutions – Electronic Health Records
Rappahannock-Rapidan Community Services, Contract No. 2012-1
Lancaster County
Credible Behavioral Health, Inc.**

SIGNATURE BY CONTRACTOR

IF A CORPORATION:

Credible Behavioral Health, Inc
Name of Corporation
1 Choice Hotels Cir, 11th Fl
Address
By: [Signature]
Duly Authorized Official
CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**Software Technology Solutions – Electronic Health Records
Rappahannock-Rapidan Community Services, Contract No. 2012-1
Lancaster County
Credible Behavioral Health, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

dated _____

Mental Health Crisis Center of Lancaster County 7 Year Cost Projection

Cost are calculated for an October 2017 Project Start Date through October 2018

<u>One-time costs</u>		Year One
Software License	\$ incl	101,512
Training	incl	
Implementation	incl	
Data Conversion	incl	
TOTAL	\$	101,512

<u>On-going costs</u>		Year One
Monthly User Fee (begins at GoLive - estimated GoLive date of March 2018)	\$	13,500
Monthly Hosting Fee (begins 60 days from project start - estimated start date of November 2017)	\$	15,000
TOTAL	\$	28,500

TOTAL (One-time and On-going)	\$	130,012
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Letter of Intent Small Business Limited

June 14, 2017

Scott Etherton
Executive Director
Lancaster County Board of Commissioners
555 South 10th St Rm 110
Lincoln, NE 68508

Dear Mr. Etherton:

Credible Behavioral Health, Inc. (Credible) is pleased to submit this Letter of Intent (LOI). The following pages provide a description of Credible's implementation services and software modules. Exhibit A: *Credible's Agency Specific Pricing Guidelines and Hour Allocations* and Exhibit B: *Credible's Agency Specific Letter of Intent Modifications* collectively detail Agency requirements and Credible's commitments. Credible's Software as a Service (SaaS) solution provides secure, proven, easy to use software while our growing customer base delivers added value through networking and shared best practices. Credible appreciates the time that Mental Health Crisis Center of Lancaster County spent discussing the benefits of Credible software.

By deploying Credible Behavioral Healthcare Software, Agency will receive the following benefits:

1. Easy to use interface with straightforward and legible screens, role based security, and online help tools.
2. HIPAA compliant operations, data access, and security.
3. Four (4) annual software feature releases for the life of the contract at no additional cost.
4. Secure Hosting and Disaster Recovery services.
 - a. Enterprise level primary and secondary sites with 24 hour, 7 days a week, 365 days a year monitoring, full operational redundancy, and state of the art hardware and software.
 - b. Server rooms secured with biometric thumbprint readers and monitored by security cameras.
 - c. Built-in redundancy for all power and cooling systems.
5. Meaningful Use Certification: Credible is ONC-ATCB certified as a complete EHR as of September 28, 2015 by ICSA Labs ONC Health IT Certification Program. By this agreement, Credible commits to maintain its continued Meaningful Use certification. Credible's ONC CHPL Product ID is 14.07.07.2704.CRA2.01.1.1.161012, verifiable at www.icsalabs.com and listed on the ONC Certified HIT Product List (CHPL).
6. Fully integrated software, including Mobile, Electronic Prescription, eLabs, Wiley Treatment Libraries, and Business Intelligence modules, if purchased.
7. Agency receives best in class billing software, which currently handles over \$3,500,000,000 dollars annually in Medicaid, Medicare, and 3rd Party claims.
8. Powerful standard and ad-hoc reporting tools for Billing, Service, Claims, Client, Employee, Ledger, and Service data.
9. Increased productivity and reduction in staff paperwork through elimination of duplicate data entry and paper-based documentation inefficiencies.
10. Increased accuracy and timeliness of data with real-time reporting.
11. Simplified and fully integrated documentation, reporting, scheduling, and billing.
12. Client Portal with secure Agency managed access to specific data points by Agency's clients, consumers, and/or patients.
13. Provider Portal with simplified and secure data transfer amongst Credible Partners, as well as from Agency referral sources and business partners, regardless of whether or not they utilize the Credible platform.

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14. Credible's Library with detailed feature information, configuration instructions, and full presentations on major modules and features. In addition, the Library includes Credible Best Practices for clinical, intake, billing, reconciliation, and other critical Agency processes.
15. Credible's Training Department which is dedicated to enhancing Agency's staff knowledge, experience, and optimization of Agency's return on investment with Credible.
16. Credible's Mobile module - the industry's most reliable and versatile mobile application allowing Agency staff to document wherever and whenever they provide services. Working in either connected or disconnected modes, Credible Mobile is available for iPads™, iPhone™, Android enabled devices, laptops, netbooks, and tablet PCs.
17. Credible provides a secure online PARTNER domain where Agency's contract is posted, Agency can control communication protocols, request consulting and training services, request contract additions, and view real time any known issues and/or challenges.

CREDIBLE

I. Configuration, Implementation, Transition, and Training

A. Configuration and Training for the following modules and features are included:

1. Client & Employee data management
2. Security Matrix
3. Scheduling
4. Home Page
5. Reports Security Matrix
6. Standard Reporting
7. Advanced Search Reporting and Custom Ad-Hoc Reporting
8. Notifications, Triggers, and Messaging

B. Implementation and Project Management

1. Project Management: An Implementation Manager is assigned to drive the Agency's Implementation and Training. This individual leads weekly calls and both web-based and in-person trainings, in coordination with the Credible Training department, as outlined below. Agency will benefit from Credible's experience in successfully taking over 96 Agencies live in the past 24 months.
2. Credible Implementation Policy & Timeline:
 - a. Credible "Go Live Process" – "Go Live" is defined as Agency's users logging into system for actual clinical documentation or file review/access for the purpose of clinical and/or billing functionality.
 - b. Implementation timelines are based on modules purchased, payers required, and Agency's availability and resources for training, meetings, and approvals.
 - i. The typical Enterprise timeline is twelve (12) to twenty (20) weeks, nine (9) to fourteen (14) weeks for the typical Small Business, and four (4) to eight (8) weeks for Credible Deployed.
 - ii. Implementations running longer than base timeline plus an additional two weeks will result in an extension of the term of the contract of one month per month delay.
 - c. Credible strongly believes Agency's conversion from its existing solution to Credible needs to be comprehensive with all Go Lives occurring within 75 days from Agency's first group going live.
 - i. Staged or delayed rollouts will not be supported and will result in the termination of the contract. All implementation fees plus 50% of the projected year one fees will be due upon termination.
 - d. Suspended implementations will not discontinue secure hosting fees or finance fees (if applicable).
 - i. Implementation suspensions will result in a Project Re-Initialization Fee of ten thousand dollars (\$10,000).
 - ii. The "re-initialization" requires at least thirty (30) days written notice.
3. Data Conversion:
 - a. Credible provides for the import of numerous data points:
 - i. Client Demographic Information – Data imported into the Client profile, Client extended, or episode screens.
 - ii. Client Insurance
 - iii. Client Authorizations
 - iv. Client's Program and Team Assignments
 - v. Employee Demographic Information - Data imported into the Employee profile and credentials screens.
 - vi. Client Employee Relationships
 - vii. Employee Program and Team Assignments
 - viii. Diagnosis
 - ix. Client Balances
 - b. Medications - Imported medications will present in Credible as 3rd Party prescribed medications. For these medications to be fully integrated with allergies, contraindications, and the drug/drug

- interactions, they must be input into the software. Credible will train Agency staff on the importing process, but it is the Agency's responsibility to create and process the imports.
- c. The Agency's import files must be in a '.csv' format. The Agency is 100% responsible for data, data integrity, and "clean" data.
 - d. Erroneous imports performed by Agency staff not following Credible's training and/or Credible's Best Practices result in additional fees charged to "remove" erroneous imports.
 - e. Contacts, Family data, Geo Areas, External Providers, Schedules, Service - based data, and Liability data are considered "Advanced Importing." Credible provides limited training on "Advanced Importing." Should Credible perform "Advanced Importing," additional charges apply.
 - f. If Agency staff should import into other tables (not listed above), Credible's Technical Team may need to be involved and additional charges apply.
4. Customization:
- a. As a SaaS company, Credible provides extensive capabilities, and Partner Agencies do not require additional functionality. Any request for additional features and functionality will be reviewed and considered through the Partner Proposed Innovation process.
 - b. Credible does its best to address the requests of all its Partners in future update releases; however, Credible is unable to guarantee requests made will be added to the software. Depending upon the request, additional fees may apply.
- C. Project Management, Training, and Certification
1. Kickoff Meeting
 - a. The Implementation "Kick-off" call shall occur within one (1) week of executing LOI.
 2. Project Management Meetings
 - a. Weekly project management calls to review configuration and implementation status, as well as to address questions arising from the training process.
 - b. Meeting expectations:
 - i. All parties, including Credible staff, must be present within five (5) minutes of scheduled time. Beyond five (5) minutes Credible and/or Partner may reschedule the call; however, Credible or Agency wait time will be deducted or added from Agency's Implementation hours as the situation dictates.
 - ii. All calls and e-mails conducted with a manner of professionalism and decorum.
 3. Training
 - a. Online training includes Client, Employee, Scheduling, Billing and Billing Configuration, eRx, eLabs, Visit, Admin tools, and Advanced Search.
 - b. Credible provides end user training for up to fifty (50) Agency personnel, at a location provided by the Agency. Agency may request training for more than 50 Agency personnel, at additional cost.
 - c. Credible provides Agency concurrent Super User training for ten (10) Agency personnel. Credible shall provide direct end user training for Agency personnel.
 - d. Credible training provides Agency with the necessary means to utilize all of Credible's resources to the fullest extent. To emphasize on the importance to Credible Training, core training attendance will be monitored. If training is not completed by the due dates, implementation will be suspended until training is completed, and suspension fees will apply.
 - i. Agency project team and all attendees of the data gathering onsite to complete the four Core LMS trainings before the data gathering onsite.
 - ii. Super Users to complete the trainings before Super User training.
 - iii. End Users to complete the training before End User training.
 - iv. Should Agency request Credible train any third-party, Agency must provide written notice authorizing the training, and the third-party will be required to sign a Nondisclosure Agreement (NDA). Additional fees may apply.

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- e. Agency personnel with limited computer and/or internet proficiency may require additional training.
 - f. Agencies new to electronic billing will require two (2) additional days of onsite training, specific to Billing. Credible will offer this training at a discounted rate of \$7,500.
 - g. Credible will provide remote Payment Posting training following Agency's receipt of an Explanation of Benefits (EOB) and/or 835 file for services billed from Credible. Agency must bill within five (5) weeks of "Going Live", and Payment Posting training must occur within eight (8) weeks of "Going Live."
 - h. Credible has Training Consultants available for additional training sessions. However, if the Agency secures the services of an outside Consultant, the Agency assumes all responsibility for adequately trained Agency staff and consultants.
 - i. Agency is responsible for assembling all staff at Agency's main location for all onsite trainings.
- D. Online Project Management and Access
- 1. Credible provides a website referred to as "Go Live" to manage the Agency's implementation process. This enables both the Agency and Credible to have real time, online access to easily view and manage all steps, tasks, deliverables, questions, forms, and reports related to a successful Implementation.
 - 2. Following the initial project call, all written communication must go through the "Go Live" system. Credible's implementation process for documenting and tracking employs the use of this project management tool.
 - 3. Credible will provide a certification process for Agency's named "Super-Users" and "Software Administrators". Until Agency has certified personnel, Credible will "lock-down" the Billing Matrix, Payer Matrix, Visit Types and Security Matrix. Should Agency experience more than two (2) billing or configuration issues a quarter even with certified personnel, Credible reserves the right to lock-down the software until Agency staff completes additional testing and training.

II. Credible Billing Module

- A. The Credible Billing module provides for your Agency's electronic submission for: Medicaid, Medicare, and Third Party services; Payer Configuration; Rate/Service determination; Rolling/Summing/Combining rules; Authorization Management; as well as other billing related functionality.
- B. Billing Module Project Management: This includes all configuration training needs for Payer Configuration, billing Matrix Setup, Authorization Management, Rate Configuration, electronic submission of 837 files, CMS 1500 capabilities, and the electronic postings of 835s.
- C. Agency may be called upon to gather all necessary requested data to support Credible's billing configuration of Agency's domain. Agency staff may need to interact with the payer(s) to gather the required billing and payer data. Agency's ability to provide information may drive the time required for Billing, Payer, and Service Configuration.
- D. Credible works with the Agency to provide a specific Revenue/GL export to the Agency's accounting software. While Credible is not an accounting package, Credible does manage Accounts Receivable and provides for a batchable export to the Agency's General Ledger. The Revenue Code Matrix inside of Credible's Billing Configuration screen must be completed by Agency staff in collaboration with Credible's Implementation Team. This requires focused, dedicated hours from Agency's Senior Billing and Finance personnel.
- E. Credible provides onsite Billing training, Agency must follow Credible's billing and financial workflows.
- F. Credible will configure and test Agency's top ten (10) payers or ninety percent of Agency's revenues, whichever is lesser. Agency Billing staff configure and test all remaining payers.
 - 1. Should additional configuration hours be required, Credible will provide billing configuration hours via Consulting for no less than 20 hours at Credible's going Consulting rate.
 - 2. Credible strongly encourages direct billing. For payers requiring a clearinghouse, Credible charges Credible's transaction costs plus fifteen (15%) percent.
 - 3. Credible requires a minimum of ninety (90) days to fully configure and test any new payer and full cooperation from Agency to communicate to and/from Payer.

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4. Should a new Payer require changes to Credible's source code, additional time will be required. Credible will make best efforts to complete coding and testing of requirements in conjunction with Partner's Implementation timeline.
5. Currently Credible provides for electronic submission to over 1,000 payers in the U.S. The list of payers is maintained in the Partner Domain.
6. Configuration of State specific 270/271 functionality for State Medicaid only, is included in the Billing Module Configuration. Credible's 270/271 functionality for State Medicaid only, is included in the Billing Module Configuration. Credible's 270/271 functionality will work with all carriers that keep to the standard format. If a carrier varies from the standard, Credible will work with Agency to assist; however, additional development time may be required at an additional cost.
7. Once Partner is "Live," Partner will communicate Payer changes to Credible in a timely manner. Credible will make best efforts to adhere to changes in a timely manner. Source code changes may require up to one hundred and twenty (120) days for completion.

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III. Credible Mobile Documentation Module

- A. The Mobile module allows for secure, HIPAA compliant data to be captured on iPad™, iPhone™, Android enabled devices, netbooks, laptops, and/or tablet PCs in a connected or disconnected mode.
- B. Credible trains Agency staff for end user support, including loading, configuring, and troubleshooting Credible Mobile on multiple devices.
- C. Training materials for the Mobile module provided in Credible's Library domain.
- D. All Agency required hardware purchased directly by the Agency. Credible provides specific listing of Credible supported hardware for utilization by the Credible Mobile application. A current and updated list of supported devices is available on request or from the Credible online help system that is part of the Agency's domain.
 - 1. Disclaimer: Should Agency utilize 3rd Party Software, in particular Security software, on their Mobile Device, there is a possibility that this may interfere with Credible Mobile resulting in degraded performance and connectivity issues. Credible will provide best efforts for any issues arising from 3rd Party Software.
- E. Training of Agency support staff completed concurrent with other Credible onsite or online training.

IV. Credible Form Builder Module

- A. Credible Form Builder Module is powerful and user-friendly, and enables Agency to deploy and edit its own forms. Credible also provides Agency with access to Credible's current Library of Forms.
- B. Training for the Agency's staff to develop, deploy, edit, and manage all forms.
 - 1. A current library of available forms, including Progress Notes, Evaluations, Intakes, Discharges, etc. is available Usage of the Library infers the Agency shares its forms for the life of the agreement.
 - 2. A fee of \$25,000 is due if the Agency chooses to use the Library, yet later declares a form to be "Confidential and Proprietary," which excludes it from Library distribution.
- C. Concurrent training for up to five (5) Agency staff.
- D. Fully documented user interface.
- E. Only active forms are counted for invoicing purposes.
 - 1. An active form is a form that is associated with a visit type active in the billing matrix.

V. Credible Business Intelligence (BI) Advanced Reporting

- A. Credible BI provides Agency with a fully configurable reporting tool with the ability to create custom reports, dashboards, and graphical reporting functionality. With Credible BI, the entire Agency can be viewed at a glance and all Agency data may be compiled from various sources into customized dashboards. In addition, Agency will have the flexibility to format Agency information. Conditional forms and formatting make it easy to draw attention to what is important. Agency will have the capability to analyze data at rapid speed. Credible's instinctive reporting capability allows for in-depth analysis with no barriers.
 - 1. Prior to activation of the BI module, Credible requires a minimum of two (2) Agency staff to be trained through the Admin level on Credible BI. There are trainings held twice a year, attended by multiple agencies, which occur at or near a Credible corporate facility.
 - 2. BI Training fees are billed to the Agency at Credible's cost. Agency is responsible for attendees travel, lodging, and meal costs.

VI. Credible eRx

- A. Credible eRx provides electronic prescription capability. Fully integrated into Credible Behavioral Health Enterprise software, Credible eRx allows Agency's licensed prescribers to electronically document all prescriptions while providing paper or electronic scripts. Credible eRx is Surescripts certified; Credible eRx provides for:
 - 1. Fully integrated drug database
 - 2. Reduced medication errors
 - 3. Monographs, Contraindications, Drug/Drug interactions, Drug/Allergy interactions
 - 4. Generic equivalents, recommended dosage, and prescriber favorites
 - 5. Electronic submission to pharmacies
- B. Enhanced Credible eRx Services include:

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1. X12N 005010X92A1 Eligibility transactions (270/271)
 2. Prescription History (RXHREQ/RXHRES)
 3. NCPDP Formulary and Benefit Load version 1.0
- C. Disclaimer
1. Information presented through Credible eRx with regard to formularies, eligibility, and medication history is data provided and transmitted by various Pharmacy Benefit Management (PBM) entities. Credible cannot assure the accuracy of this data.
 2. Agency is responsible for obtaining Release of Information for each client prior to activating the “PBM Medication History” functionality.
 3. Agency is responsible for deactivating eRx user rights.

VII. Credible eLabs

- A. With Credible eLabs, Agency personnel may electronically order lab tests, print lab test orders, and electronically receive the results. In addition, Credible eLabs:
1. Facilitates the rapid, secure, web-based exchange of lab test results.
 2. Uses Logical Observation Identifiers Names and Codes (LOINC) as provided and one-to-one mapping without the need for maintaining exact lab test names.
 3. Reduces communication errors.
 4. Provides physicians/clinicians with 24/7 access.
- B. Activation of eLabs takes one (1) to twelve (12) weeks following “Go Live.” Lab market does not allow labs live prior to “Go Live.”
- C. Disclaimer
1. Credible eLabs is restricted to labs that are willing to participate.
 2. Agency and Agency’s lab delays may result in the delay of implementation of this module, and are out of Credible’s control.
 3. Agency is responsible for deactivating eLabs user rights.

VIII. Wiley Treatment Planning

- A. Credible has licensed the online version of Wiley Treatment Planners from John Wiley & Sons, Inc. providing an array of treatment planning components (Behavioral Definitions, Long Term Goals, Short Term Objectives, Therapeutic Interventions, and Possible DSM-V Diagnoses) for encountered behavioral problems.

IX. Credible’s Miscellaneous Services

- A. eFax and Visit Print Templates
1. Credible provides the capability to electronically fax Client Visit Details and Templates to other entities. Fax cover sheets are included in this functionality. Configuration is required. Additional fees apply.
- B. Credible’s Appointment Reminders Functionality via E-mail and Texting
1. Credible provides full outbound texting functionality for appointment reminders. The source phone number is provided by Credible. Additional fees apply for texting.
 2. No additional fees apply for e-mail appointment reminders.

X. Report Building Services

- A. Credible will provide custom ad-hoc or BI reporting services for up to 6.25 hours monthly with no carryover. Additional monthly hours can be purchased.

XI. DSM-5 Classifications

- A. The DSM-5 is a classification of mental disorders developed by the American Psychological Association (“APA”) and used by Psychiatrists, Psychologists, and Clinicians to identify symptoms and related diagnostic criteria, as well as match the identified related disorder to an ICD code.
- B. DSM-5 descriptions are supported by both ICD-9 and ICD-10 codes. The DSM-5 utilizes Codes and Disorder Names only.

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- C. A “User” is defined as anyone (active username) that has the ability to add a Dx, update a Dx, or add Dx form.
- D. Credible strongly recommends that Agency review their current user settings and update accordingly to avoid paying for unnecessary users.
- E. If Agency’s payers require DSM-5 classifications, an additional DSM-5 licensing agreement shall be executed by Agency prior to activation.

XII. Credible “Outsourced” Billing Services

- A. By deploying Credible’s “Outsourced” Billing Services, Agency will receive the following benefits:
 - 1. Increased leverage of your Agency’s Purchase of Credible’s Billing Module.
 - 2. Sufficient and Efficient Batching.
 - 3. Reduced Denial Rates.
 - 4. Thorough and Accurate Client Statements.
 - 5. Reduced Coding Errors.
 - 6. Credible Managed Payer Interaction.
 - 7. Detailed and Timely Payment Posting.
 - 8. Comprehensive Billing Processes.
 - 9. Increased Revenue and Cash Flow.
- B. Billing Research, Configuration, Implementation, and Testing
 - 1. The following services and features are included in Credible Billing service offerings:
 - a. Credible Billing services will provide for electronic submission for Medicaid, Medicare and Third Party services, rate/service confirmation of data provided by Agency, rolling/summing/combining rules, Authorization configuration, configuration needs for electronic submission of 837 files, and/or CMS 1500 capabilities, loading 835 files, reconciliation of payments with services.
 - b. Interact with payers to clarify disputes, non-payments and partial payments. However, Agency is responsible for interacting with Agency clients to clarify disputes, non-payments and partial payments.
 - c. Configuration of State specific 270/271 functionality.
 - d. Billing Related Configuration and Testing Services
 - e. Credible will assist Agency in providing a specific Revenue/GL export to Agency’s Accounting software.
 - f. Credible will generate and mail monthly statements for clients.

XIII. Secure Hosting, Software Platform, Provided Sites/Domains, and Disaster Recovery Services

- A. Credible is responsible for all hardware, software, and network costs at a secure hosting facility. Agency is responsible to maintain Internet connectivity with speeds of the following:

Users	Upload	Download
Up to 10	10mbps	10mbps
Up to 50	10mbps	50mbps
Up to 100	20mbps	100mbps
100 +	20mbps	150mbps

- 1. Please note: The speeds listed above are raw connection speeds. For optimal results, network needs to have quality of service and give crediblebh.com priority.
- B. Credible will provide software and software platform, including upgrades to infrastructure, architecture, and functionality. Agency retains all ownership rights to Agency data and agrees to utilize Credible’s platform changes and upgrades. Credible retains all ownership rights to the software and hardware. Secure data hosting, offsite data storage, server management, and all server based software licenses are provided by Credible.
- C. Credible will provide one “live” domain to be used by Agency as their prime domain for documentation, billing, and Agency activities.
 - 1. Agency can build and test forms using an Admin Program within Agency’s live domain.

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2. Staff training can be completed using a specific Training Program and Team within Agency's live domain.
3. Credible can provide an additional "training" domain for additional setup and monthly fees.
- D. Server rooms secured with three (3) factor authentication, including biometric readers and monitored by security cameras.
- E. Built-in redundancy access for servers and all power and cooling systems.
- F. Enterprise level primary and secondary sites with 24 hour, 7 days a week, 365 days a year monitoring, proper redundancy, and state of the art hardware and software.
- G. Disaster Recovery (DR) services are provided at a separate facility, geographically independent of the prime host facility.
 1. Basic DR includes access to Agency data within 24 hours of a disaster that incapacitates Credible's primary hosting facility.
 2. Enhanced Disaster Recovery service levels are available by contract.
- H. Credible provides for twenty-five (25) GB of storage for attachments. Agency is charged for any overage. Video and audio files may not be attached without a separate contract addendum.

XIV. Software Escrow

- A. As a SaaS provider, Credible conforms to industry best practices by placing Credible's source code with a professional software escrow company. After each Release, Credible updates the escrowed software.

XV. Monthly Non-Exclusive License Fees

- A. A User is defined as any individual designated by the Agency with a Username, Password, and Profile. The Agency is responsible for managing Active and Inactive users. Part-Time users are charged at 50% fee of full user and must be declared by Agency in Employee Profile.
 1. Part-time user is defined as a residential care provider logging in 2-3 times per shift or an employee working less than 15 hours per/week for the Agency.
- B. Five (5) read only users and five (5) test users are excluded from Agency user counts. Test users must provide their full names. Agency is responsible to leverage the Employee Tracking Capability in the Data Dictionary to properly document full-time, part-time, read-only, and test users.
 1. Failure to continually log in does not deactivate a user. Agency is responsible for Active User management, including part-time users.
 2. Agency takes full responsibility for any user that is not clearly tied to an Agency employee.
 3. In addition, Agency recognizes Credible's need for Credible to create Test Users in Agency's domain. Agency will not be billed for users created by Credible.
 4. Any Partner User that is not a direct employee of the Agency must be identified to Credible and have a Non-Disclosure Agreement signed for each individual.
- C. Access to all feature releases and upgrades for the life of the contract.
- D. Complimentary Feature Release webcasts.
- E. Two (2) hours of monthly Partner Service Support, including e-mail and live help.
 1. Any support time resulting from an error or bug in the software not charged to Agency.
 2. Partner Service Support will support challenges with Advanced Search, Ad Hoc Reporting, and Credible BI for up to one (1) hour monthly. If more than an hour of monthly support is required, the time spent on this task will be charged at the hourly Consulting Rate of \$250.00.
 3. Hours do not carry over from month to month. Additional support hours incurred over the monthly allotment will result in additional fees at the current Credible Partner Service Support and/or Technical Support rate(s).
 4. Calls may be monitored and recorded by Credible for quality assurance.
 5. Additional Partner Service Support time available for a fee, including "Concierge Support" outlined below (Optional):
 - a. *Concierge Support*: 40 hours of monthly assistance (phone and Credible's TASKS system, specifically excluding development and report building). Any overages will be charged at \$165 per/hour. Additional hours may be added for an additional fee. Agencies select one of the two

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levels listed below:

- i. Platinum
 - 24/7 coverage
 - Live help from 9am-6pm EST
 - Text notification and 60 minute response 6:01pm-8:59am
 - Agency knowledgeable Partner Services Team with 2 identified personnel for Agency Account, excluding Holidays.
 - ii. Gold
 - Live help from 9am-6pm EST
 - Agency knowledgeable Partner Services Team with 2 identified personnel for Agency account
6. Monthly or Quarterly Partner Service calls are available for an additional fee monthly or quarterly fee to cover Credible's meeting preparation, task ticket summary and appropriate follow up as needed.
- a. These calls will follow the following specific agenda:
 - i. Major outstanding task tickets
 - ii. Functionality training on items forwarded at least five (5) working days prior to call.

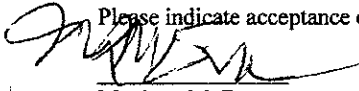
XVI. General Terms

- A. Contract length is seven (7) years, not including the implementation period. All fees will increase 2.5% annually beginning the 30th month after "Go Live".
 1. If Agency wishes to cancel the contract at any time after Agency's Go Live, all One Time Fees and fifty (50) percent of the remaining projected fees are due within fifteen days of Agency's cancellation notice.
- B. Should Agency begin operating in a state that Credible does not currently operate, Credible will not guarantee making the coding changes required to support Agency business in that state.
- C. Agency shall not allow other Agency's clinical or billing services to be run through Agency's domain. Only the Agency that signs this Letter of Intent may use Credible's software and/or services. Only one agency may use each domain. Additional domains for Agency's own use be added by contract.
- D. Attachments to this Letter of Intent are expressly made a part of this agreement, and include:
 1. Exhibit A: *Credible Agency Specific Pricing Guidelines*
 2. Exhibit B: *Credible Agency Specific Letter of Intent Modifications to Letter of Intent*
 3. Exhibit C: *Credible Standard Payment Schedule*

_____ Initial

CREDIBLE

Please indicate acceptance of this Letter of Intent by signing below and returning a fully executed copy.

 10/30/17
Date

Matthew M. Dorman
Chief Executive Officer
Credible Behavioral Health, Inc.
1 Choice Hotels Circle, 11th Floor
Rockville, MD 20850

Todd Wiltgen
Chair
Lancaster County Board of Commissioners
555 South 10th St RM 110
Lincoln, NE 68508

Date

Attachments:

1. Exhibit A: *Credible Agency Specific Pricing Guidelines and Hours Allocation*
2. Exhibit B: *Credible Agency Specific Letter of Intent Modifications*
3. Exhibit C: *Credible Standard Payment Schedule*

Exhibit A: Credible's Agency Specific Pricing Guidelines and Hours Allocation
Pricing Tables valid through June 30, 2017

ONE TIME MODULE PRICING	PURCHASED	HOURS	ONE TIME FEES
Configuration, Implementation, Transition, & Training	Yes	150	\$60,000
Billing Module	Yes	0	\$0
Mobile Documentation Module	No	0	\$0
FormBuilder Module: 1. Limited – 1 – 25 Forms 2. Economy – 26 – 50 Forms 3. Company – 51 – 200 Forms 4. Enterprise – Unlimited	Yes (Limited)	2	\$0
Credible Business Intelligence (BI) Advanced Reporting Module	Yes	0	\$52,000
Credible Business Intelligence (BI) Advanced Reporting 1. Credible will provide three (3) dashboards (Management, Financial, & Clinical) and up to five (5) additional BI reports.	No	0	\$0
Credible eRx	Yes	3	\$10,000
Credible eLabs	No	0	\$0
Wiley Treatment Planning	No	0	\$0
Additional Onsite Training	No	0	\$0
DSM-5 Classifications	No	0	\$0
Nebraska State Upload	Yes	0	\$10,000
Software Escrow	Required	0	\$850
Enterprise Level Secure Hosting & Disaster Recovery Services: Credible provides for up to twenty-five (25) GB of storage. Agency charged at \$10/GB for any overage.	Required	0	\$2,500
Total One-Time Fees and Hours		155	\$135,350
Credible Discount to Agency			(\$33,838)
Agency Grand Total		155	\$101,512

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MONTHLY & ANNUAL RECURRING LICENSES FEES	PURCHASED	BILLED MONTHLY FEES	BILLED ANNUAL FEES																
Credible Behavioral Healthcare Software Monthly User Fees <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Per Month Price</th> </tr> </thead> <tbody> <tr> <td>1-10</td> <td>\$550</td> </tr> <tr> <td>11-20</td> <td>\$1,000</td> </tr> <tr> <td>21-30</td> <td>\$1,500</td> </tr> <tr> <td>31-40</td> <td>\$1,800</td> </tr> <tr> <td>41-50</td> <td>\$2,000</td> </tr> <tr> <td>51-75</td> <td>\$2,650</td> </tr> <tr> <td>76-99</td> <td>\$2,900</td> </tr> </tbody> </table> <p>1. Part Time Staff are billed at 50% of a full user. 2. Agency is responsible for de-activating users.</p>	Number of Users	Per Month Price	1-10	\$550	11-20	\$1,000	21-30	\$1,500	31-40	\$1,800	41-50	\$2,000	51-75	\$2,650	76-99	\$2,900	Yes	\$1,500	N/A
Number of Users	Per Month Price																		
1-10	\$550																		
11-20	\$1,000																		
21-30	\$1,500																		
31-40	\$1,800																		
41-50	\$2,000																		
51-75	\$2,650																		
76-99	\$2,900																		
Billing Module	Yes	N/A	\$7,500																
Mobile Documentation Module	No	N/A	\$0																
FormBuilder Module <table border="1"> <thead> <tr> <th>Level</th> <th># of Active Forms</th> <th>Annual Fees</th> </tr> </thead> <tbody> <tr> <td>Limited</td> <td>1 - 25</td> <td>\$1,875</td> </tr> <tr> <td>Economy</td> <td>26 - 50</td> <td>\$3,750</td> </tr> <tr> <td>Company</td> <td>51 - 200</td> <td>\$7,500</td> </tr> <tr> <td>Enterprise</td> <td>Unlimited</td> <td>\$11,250</td> </tr> </tbody> </table>	Level	# of Active Forms	Annual Fees	Limited	1 - 25	\$1,875	Economy	26 - 50	\$3,750	Company	51 - 200	\$7,500	Enterprise	Unlimited	\$11,250	Yes (Limited)	N/A	\$0	
Level	# of Active Forms	Annual Fees																	
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Economy	26 - 50	\$3,750																	
Company	51 - 200	\$7,500																	
Enterprise	Unlimited	\$11,250																	
Credible Business Intelligence (BI) Advanced Reporting Module <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Per Month Price</th> </tr> </thead> <tbody> <tr> <td>1-5</td> <td>\$650</td> </tr> <tr> <td>Additional blocks of 5</td> <td>\$500</td> </tr> </tbody> </table> <p>Unlimited viewers are allowed.</p>	Number of Users	Per Month Price	1-5	\$650	Additional blocks of 5	\$500	Yes	\$650	N/A										
Number of Users	Per Month Price																		
1-5	\$650																		
Additional blocks of 5	\$500																		
Credible Report Building Services <p>1. Credible will provide custom ad-hoc or BI reporting services for up to 6.25 hours monthly (no carryover). Additional monthly hours can be purchased.</p>	No	\$0	N/A																
DSM-5 Classifications <table border="1"> <tbody> <tr> <td>Price Per User</td> <td>\$15.00</td> </tr> </tbody> </table>	Price Per User	\$15.00	No	N/A	Depends Upon # of Users														
Price Per User	\$15.00																		

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MONTHLY & ANNUAL RECURRING LICENSES FEES	PURCHASED	BILLED MONTHLY FEES	BILLED ANNUAL FEES																								
Credible eRx - Based on Prescribers: <table border="1"> <thead> <tr> <th colspan="2">Prescriber Pricing</th> </tr> <tr> <th>Number of Users</th> <th>Annual Price Per User</th> </tr> </thead> <tbody> <tr> <td>1-4</td> <td>\$600</td> </tr> <tr> <td>5-10</td> <td>\$400</td> </tr> <tr> <td>11></td> <td>\$325</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Prescription Pricing</th> </tr> <tr> <th>Type</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Electronic Prescription</td> <td>\$0.00</td> </tr> <tr> <td>Electronic to Fax Prescription</td> <td>\$0.125</td> </tr> <tr> <td>Paper Script</td> <td>\$0.05</td> </tr> <tr> <td>Paper Schedule II through V</td> <td>\$0.00</td> </tr> <tr> <td>Fax Schedule II through V</td> <td>\$0.125</td> </tr> </tbody> </table>	Prescriber Pricing		Number of Users	Annual Price Per User	1-4	\$600	5-10	\$400	11>	\$325	Prescription Pricing		Type	Fee	Electronic Prescription	\$0.00	Electronic to Fax Prescription	\$0.125	Paper Script	\$0.05	Paper Schedule II through V	\$0.00	Fax Schedule II through V	\$0.125	Yes	N/A	\$600 Depends Upon # of Prescribers
Prescriber Pricing																											
Number of Users	Annual Price Per User																										
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Paper Schedule II through V	\$0.00																										
Fax Schedule II through V	\$0.125																										
Credible e-Labs - Based on Authorized Orderers: <table border="1"> <thead> <tr> <th colspan="2">Authorized Orderers Pricing</th> </tr> <tr> <th>Number of Users</th> <th>Annual Price Per User</th> </tr> </thead> <tbody> <tr> <td>1-4</td> <td>\$650</td> </tr> <tr> <td>5-10</td> <td>\$450</td> </tr> <tr> <td>11-20</td> <td>\$250</td> </tr> <tr> <td>21+</td> <td>\$150</td> </tr> </tbody> </table>	Authorized Orderers Pricing		Number of Users	Annual Price Per User	1-4	\$650	5-10	\$450	11-20	\$250	21+	\$150	No	N/A	Depends Upon # of Authorized Orderers												
Authorized Orderers Pricing																											
Number of Users	Annual Price Per User																										
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21+	\$150																										
Wiley Treatment Planning <table border="1"> <thead> <tr> <th>Tiers</th> <th>Number of Users</th> <th>Monthly Fee Per User</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>1-100</td> <td>\$12.00</td> </tr> <tr> <td>Tier 2</td> <td>101-200</td> <td>\$8.00</td> </tr> <tr> <td>Tier 3</td> <td>201-300</td> <td>\$6.00</td> </tr> <tr> <td>Tier 4</td> <td>301-400</td> <td>\$5.00</td> </tr> <tr> <td>Tier 5</td> <td>401 ></td> <td>\$4.00</td> </tr> </tbody> </table>	Tiers	Number of Users	Monthly Fee Per User	Tier 1	1-100	\$12.00	Tier 2	101-200	\$8.00	Tier 3	201-300	\$6.00	Tier 4	301-400	\$5.00	Tier 5	401 >	\$4.00	No	Depends Upon # of Users	N/A						
Tiers	Number of Users	Monthly Fee Per User																									
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Tier 3	201-300	\$6.00																									
Tier 4	301-400	\$5.00																									
Tier 5	401 >	\$4.00																									
eFax: Agency charged \$0.125 per outbound fax transaction annually. Texting: Agency charged at \$0.02 per outbound text transaction annually. No additional fees apply for email appointment reminders	Yes (Included)	N/A	Depends Upon # of Transactions																								
Concierge Service: Platinum 24/7 coverage - Live help 9am-6pm EST, text 6pm-9am, dedicated team (40 hours of support) Gold - Live help 9am-6pm EST, dedicated team (40 hours of support) Silver - Live help from 9am-6pm EST, dedicated team (12 hours of support)	Yes (Silver - 1 st 6 months)	\$4,500	N/A																								
Enterprise Level Secure Hosting & Disaster Recovery Services: Credible provides for up to twenty -five (25) GB of storage. Agency charged at \$10/GB for any overage.	Required	\$1,250	N/A																								
Software Escrow	Required	N/A	\$850																								
Credible Discount for Concierge Support for 1st 6 Months		(\$4,500)	\$8,950																								
Credible Discount to Agency			(\$626)																								
Total Agency Monthly & Annual Fees		\$3,400	\$8,324																								

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Exhibit B: Credible’s Specific Letter of Intent Modifications

Credible and Agency agree that any language found in Exhibit B shall supersede all inconsistent language contained in the Letter of Intent.

- A. Agency acknowledges that this Small Business Limited LOI is subject to the parameters shown below. Should Agency exceed any of the parameters listed below of their contract level, Agency will require a contract upgrade and pay any applicable upgrade charges. Agency will require a contract upgrade and pay any applicable upgrade charges.

	<u>Small Business Limited</u>	<u>Small Business Extended</u>	<u>Enterprise</u>
Active Users	Up to 50	Up to 99	Unlimited
Active Clients	Up to 2,500	Up to 2,500	Unlimited
Visits Per Month	Up to 5,000	Up to 5,000	Unlimited
Agency Billing Provider, NPIs (excluding individual clinicians)	Up to 10	Up to 10	Unlimited
Payers	Up to 20	Up to 50	Unlimited
Contract Upgrade Fee	N/A	One Time Fee = \$10,000 *Monthly User Fees will increase to the correlating tier.	One Time Fee = \$72,500 *Annual Billing Fee starting at \$9,000 *Annual Form Builder Fee starting at \$1,875. * Monthly User Fees increase to the correlating tier.

- B. Section XV.A. is updated to state, “User is defined as any individual designated by the Agency with a username, password, and profile. The Agency is responsible for managing Active and Inactive users. Part-time users are charged at 50% of the fee of a full-time user and must be declared by Agency in the Employee Profile. Tech users are charged at a 3:1 ratio fee of a Full-time user (33%) and the number of Tech users is capped at 105% of thirty-three (33), the number of Tech users provided by Agency as of the execution date. All Tech users in excess of this number will be charged as Part-time users, i.e. 50% of the Full-time user fee. Agency is responsible for actively managing users and properly labeling users in the Employee Profile as “Full-time, Part-time, or Tech.”
- C. Credible provides at no cost to Agency six (6) months of Concierge Support – Silver. This will include a daily check in call for the first thirty (30) days after going “Live” and up to twelve (12) hours of Partner Service Support per month. After the first thirty (30) days, Agency will receive a weekly support call. Agency will also have access to a dedicated team of support personnel.
- D. Agency is following Rappahannock-Rapidan Community Service Board’s contract (#2012-1). Please refer to Exhibit D.
- E. Agency Acknowledges that the terms and conditions of Rappahannock-Rapidan’s Contract will be overridden by Agency’s executed Business Services Agreement with Credible, dated the same day that Agency executes this LOI.
- F. Section XVI. A. is updated to state, “[c]ontract length is five (5) years, not including the implementation period. All fees will increase 2.5% annually beginning the 30th month after “Go Live”.”
- G. In the event that the Agency’s major funding is reduced by 30% or more, based upon baseline Agency funding as of the execution date of Letter of Intent, Agency shall be entitled to terminate Agreement with one hundred and eighty (180) days written notice as long as all invoices received by the date of the notification have been paid in full.
- H. Credible and Agency agree that any language found in Exhibit B shall supersede all inconsistent language contained in the Letter of Intent and any other Exhibits thereto.

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I. Special Payment Terms

1. Milestone 1: Data Gathering – 50% of one-time fee due upon completion
2. Milestone 2: Configuration – 20% of one-time fee due upon completion
3. Milestone 3: Testing & Training – 20% of one-time fee due upon completion
4. Milestone 4: Payer Testing – 10% of one-time fee due upon completion
5. Credible is not charging any special financing fees for these terms.
6. All upfront fees are non-refundable.
7. Unpaid invoices over fifteen (15) days result in suspension of Implementation and/or suspension of existing services.
 - a. Resuming existing services after suspension requires a \$1,500.00 fee, in addition to payment of all outstanding invoices.
 - i. Implementation suspensions will result in a Project Re-Initialization Fee of \$10,000.
 - ii. The “re-initialization” requires at least thirty (30) days written notice.

CREDIBLE

Exhibit C: Credible Standard Payment Schedule

A. Payment Schedule:

1. 75% due on signing of Letter of Intent.
2. 15% due sixty (60) days after signing.
3. 10% due upon first “Go Live.”
4. 100% of all upfront fees are non-refundable.
5. All invoices are due upon receipt.
6. Unpaid invoices over fifteen (15) days result in suspension of Implementation and/or suspension of existing services.
7. Agency will be billed for pro-rated fees for first month, and then full monthly fees will begin the following month.
8. The kick-off call will be scheduled once payment is received.

FEATURE	PAYMENT TRIGGER
Attachment Storage	1. Quarterly fee commences at “Go Live.”
Business Intelligence (BI) Module	1. Module fee is paid up front. 2. Monthly module fee commences after initial BI training, which is conducted semi-annually.
Business Intelligence (BI) Report Building	1. One-time fee is paid up front.
Billing Module	1. Module fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
Concierge Support	1. Monthly fee commences at “Go Live.”
eFax & Texting	2. Quarterly fees commence at “Go Live.”
eRx Module	1. Module fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
eLabs Module	1. Module fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
Form Builder	1. Module fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
Mobile Module	1. Module fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
Optimization Audit	1. One-time fee is paid up front.
Reporting Services	2. Monthly fee commences at “Go Live.”
Secure Hosting	1. One-time fee is paid up front. 2. Monthly fee commences sixty (60) days after signing the Letter of Intent (LOI).
Software Escrow	1. One-time fee is paid up front. 2. Annual fee commences on the “Go Live” anniversary date.
User Fees	1. Monthly fees commence at “Go Live” or eight (8) months, whichever comes first.
Wiley Module	1. Module fee is paid up front. 2. Monthly fee commences at “Go Live.”

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Exhibit D: Rappahannock-Rapidan Community Service Board Contract (Contract #2012-1)

CREDIBLE

CONTRACT

CONTRACT NUMBER 2012-1 SOFTWARE TECHNOLOGY SOLUTIONS ELECTRONIC HEALTH RECORDS

This contract entered into this 9th day of October, 2012 by Credible Wireless, Inc., hereinafter called the Contractor and the Rappahannock-Rapidan Community Services, hereinafter called the "Purchaser".

WITNESSETH that the Contractor and the Purchaser, in consideration of the mutual covenants, promises and agreements herein contained and or attached, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the Purchaser as set forth in the Contract Documents, Request for Proposal #2012-1, Addendums 1-4, response to Request for Proposal #2012-1, Credible Wireless, Inc. Business Services Agreement, Schedule B Credible and Partner Support Procedures, Credible Wireless, Inc. Source Code Escrow Addendum, Credible Letter of Intent Enterprise, Credible Exhibit A: Credible Enterprise Agency Specific Guidelines and Hours Allocation, Exhibit B: Credible Enterprise Agency Specific Letter of Intent Modifications to Letter of Intent, Exhibit C: Credible Current Electronic Payers, Business Associates Agreements, and all negotiated documents.

LENGTH OF CONTRACT: 5 (five) years – All fees will increase 2.5% annually beginning the 61st month after "Go Live".

RENEWALS: Up to additional one to five year period allowed.

COMPENSATION AND METHOD OF PAYMENT: The Purchaser and Contractor have negotiated and agreed upon the following Payment Schedule on Page 14, Exhibit B: Credible Enterprise Agency Specific Letter of Intent Modifications:

- 60% due on signing of Letter of Intent**
- 20% due when the Billing Matrix is completed**
- 10% due upon first "Go-Live" training**
- 10% due thirty (30) days after "Go-Live."**
- 80% of all upfront fees are non-refundable**

All invoices are due upon receipt following Contract Administrator Approval.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed contract, Request for Proposal 2012-1, Terms and Conditions, Addendum 1, 2, 3, 4, Contractor's response to Request for Proposal 2012-1, Credible Wireless, Inc. Business Services Agreement, Schedule B Credible and Partner Support Procedures, Credible Wireless, Inc. Source Code Escrow Addendum, Credible Letter of Intent Enterprise Credible Exhibit A:

Credible Enterprise Agency Specific Guidelines and Hours Allocation, Exhibit B: Credible Enterprise Agency Specific Letter of Intent Modifications to Letter of Intent including Wiley Treatment Plans discount and Mobile Module purchase price for initial contract term, Exhibit C: Credible Current Electronic Payers, Business Associates Agreements and all negotiation documents, including time line for services and going live, Email dated September 25, 2012 specifying 200 Implementation Hours are included for CITT, User count of 187 price \$4840. Additional Pricing per user is on pricing table on file, together with all written modifications thereof, all of which contract documents are incorporated herein.

IN WITNESS WHEREOF, The parties have caused this Contract to be duly executed intending to be bound thereby.

CREDIBLE WIRELESS, INC.

BY: _____
Matthew M. Dorman

TITLE: _____

DATE: _____

**RAPPAHANNOCK-RAPIDAN
COMMUNITY SERVICES**

BY:  _____
Brian D. Duncan

TITLE: Executive Director

DATE: 10/9/12

Contract Number 2012-1

Page 3

CONTRACT ADMINISTRATOR ASSIGNMENT

ANNA B. MCFALLS, DIRECTOR OF FINANCE AND ADMINISTRATION OR

BARBARA CASON, INFORMATION TECHNOLOGY MANAGER

**CREDIBLE WIRELESS, INC.
10411 MOTOR CITY DRIVE, SUITE 375
BETHESDA, MARYLAND 20817**

FEI/FIN NO. 52--2249565

COMMONWEALTH OF VIRGINIA SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States)

To: Credible Wireless, Inc. Date: 10/9/12
(Name of Dealer)

10411 Motor City Drive, Suite 375

Bethesda, Maryland

20817

(Number and street or rural route)

(City, town, or post office)

(State)

(Zip Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

- 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- 3. Tangible personal property and taxable services for use or consumption by the United States.

RAPPAHANNOCK-RAPIDAN COMMUNITY SERVICES BOARD

(Name of governmental agency)

P.O. BOX 1568

CULPEPER

VA.

22701

(Number and street or rural route)

(City, town, or post office)

(State)

(Zip Code)

I certify I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

TAX ID 23-7238218

By: _____

Paula Miller
(Signature)

ACCTG. MGR
(Title)

Information for dealer: — A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.



Commonwealth of Virginia
Department of Taxation
www.tax.virginia.gov/nonprofit

Retail Sales and Use Tax Certificate of Exemption

Rappahannock-Rapidan Community
Services Board
15361 Bradford Rd.
Culpeper, VA 22701

Effective Date: 03/31/2011
Expiration Date: 03/31/2016
Exemption Number: SE237238218F03312016

This letter confirms that your organization qualifies under *Code of Virginia* § 58.1-609.11 to purchase tangible personal property without paying the Virginia sales and use tax. The exemption is not applicable to the purchase of taxable services, such as meals or lodging.

To purchase tangible personal property without paying a sales and use tax:

- Present a copy of this letter to each dealer.
- Pay directly from the organization's funds. Purchases by a member of the organization from their personal funds (i.e., cash, personal credit card or personal checking account) are taxable even though they may be reimbursed by the organization. If the organization issues credit cards to employees who are responsible for payment of the charges that are reimbursed by the organization; these type transactions are taxable.
- Employees or members may NOT use this exemption certificate to purchase goods for personal use.

Dealers, please note the following:

- The dealer is required to have on file a valid certificate of exemption from each organization.

I certify that the item or items being purchased are purchased by and used or consumed by the organization named above and that payment for this purchase is made to the vendor from the organization's funds.

Organization's Authorized Representative: Paula J. Miller ACCTG. MGR.

Printed Name: Paula Miller

Any misuse of exemption certificates will be subject to the penalties prescribed in § 58.1-623.1 of the *Code of Virginia*.

**Credible Wireless, Inc.
BUSINESS SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Credible Wireless, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**"). The documents attached to this cover page will consist of the Business Services Agreement Terms and Conditions, which describe and set forth the general legal terms governing the relationship, and one (1) or more addenda describing and setting forth detail about that relationship ("**Addenda**"), depending upon the particular service(s) to be provided to Customer (collectively, the "**Agreement**").

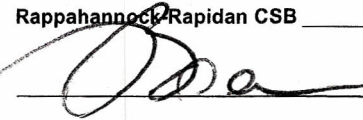
This Agreement includes this Cover Page, the Business Services Agreement Terms and all Schedules and/or Addenda that are attached and that are executed by both Parties. This Agreement, including all attachments, will become effective when this cover page is executed by authorized representatives of both Parties (the "**Effective Date**").

CUSTOMER INFORMATION:	
Name/Customer: Rappahannock-Rapidan CSB _____	Principal Contact Person: Brian Duncan _____
Address: P.O. 1568 _____ Culpeper, VA 22701 _____ _____	Title: Executive Director _____ Phone: 540-825-3100 _____ Fax: 540-825-6245 _____ Email Address: bduncan@rscsb.org _____
Billing Contact: _____	
Title: _____	
Phone: _____	
Fax: _____	
Email Address: _____	

FOR INTERNAL CREDIBLE USE ONLY:		
Contract #: _____	<input type="checkbox"/> HIPAA Business Associate Addendum	<input type="checkbox"/> Source Code Escrow Addendum

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: Rappahannock-Rapidan CSB _____

By (Signature):  _____

Name (Printed): Brian Duncan _____

Title: Executive Director _____

Effective Date: 10/9/12 _____

CREDIBLE WIRELESS, INC.

By (Signature): _____

Name (Printed): Matthew M. Dorman _____

Title: CEO _____

Effective Date: _____

Credible Wireless, Inc.
10411 Motor City Drive, Suite 375
Bethesda, MD 20817
Tel: 301-652-9500

**CREDIBLE WIRELESS, INC.
BUSINESS SERVICES AGREEMENT
TERMS AND CONDITIONS**

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined above, have the meanings set forth or cross-referenced in this Section 1.

1.1 "Addendum" shall mean any addendum to this Agreement executed by both Parties.

1.2 "Application" shall mean the web enabled enterprise data management system and mobile/wireless software applications as set forth on Schedule A or as otherwise set forth in an Order Form.

1.3 "Application Services" shall mean the services ordered by Customer through an Order Form and provided by Credible by means of access to certain content and use of the features and functionality of the Application, solely to the extent set forth and further described in, and as limited by, the Order Forms executed by the Parties and/or Schedule A.

1.4 "Application Documentation" shall mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Services, which materials are designed to facilitate use of the Application Services and which are provided by Credible to Customer in accordance with the terms of this Agreement.

1.5 "Authorized Device" shall mean any mobile, handheld, or laptop computer with Credible mobile application.

1.6 "Confidential Information" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation and all schedules will be deemed Confidential Information of Credible.

1.7 "Customer Content" shall mean the data, media and content provided by Customer through the Application Services.

1.8 "Order Form" shall mean a document signed by both Parties identifying a given type of Application Service to be made available by Credible pursuant to this Agreement. Each Order Form shall be agreed upon by the Parties as set forth in Section 2.1.

2. ACCESS AND USE.

2.1 Orders. The Application Services to be provided by Credible under this Agreement will be set forth in one or more Order Forms executed by the Parties from time to time during the Term and a sample is attached as Schedule C. The Parties shall negotiate and sign each Order Form separately. Each Order Form shall set out a description of the applicable Application Services to be provided by Credible and the costs associated with such Application Services. Each Order Form shall be attached to this Agreement and incorporated in this Agreement by reference.

2.2 Provision of Access. On or as soon as reasonably practicable after the Effective Date, Credible shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services (the "Access Protocols"). Credible shall also provide Customer the Application Documentation during training to be used by Customer in accessing and using the Application Services.

2.3 Usage Restrictions. Customer will not (i) copy or duplicate the Application; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Application is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify the Application Services, Application or the Application Documentation, or create any derivative product from any of the foregoing, except with the prior written consent of the CEO of Credible; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under

Sections 2.2 and 2.3; or (v) use the Application Services in violation of any applicable law, rule or regulation. Customer will ensure that its use of the Application Services and the Application Documentation complies with all applicable laws, statutes, regulations or rules. Customer shall have access to the Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Application Services.

2.4 Archiving. The Application will archive according to the following standards: scheduled visits are saved for 2 years, then calendar items are deleted from view; completed visits remain in the visit table; HIPAA logs are archived after 2 years; visits are archived after three (3) years and are search claim visit (SCV) accessible; claims are archived after three and one half (3.5) years. Submitting a Task Ticket "Archive Activation" for a specific item for a specific client/patient will take 24-48 hours to process. Archived data will be stored per Federal and State guidelines.

2.5 Retained Rights; Ownership.

(a) Subject to the rights granted in this Agreement, Credible retains all right, title and interest in and to the Application, Application Services and the Application Documentation, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Credible retains the right to use the foregoing for any purpose in Credible's sole discretion.

(b) Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Content, and Credible acknowledges that it neither owns nor acquires any additional rights in and to the Customer Brand or Customer Content not expressly granted by this Agreement. Credible further acknowledges that Customer retains the right to use the Customer Brand and Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Credible a non-exclusive, non-transferable right and license to use the Customer Content during the Term for the limited purposes of performing Credible's obligations hereunder.

3. CREDIBLE OBLIGATIONS.

3.1 Implementation Plan; Access Term. Customer understands that, before access to the Application Services can be provided to Customer, Customer's systems may require supplementation, modification, installation or configuration, and will in any case may require the performance of various professional services to prepare Customer's systems for such purposes, and that Credible's systems may also require preparation in order to make available such access for Customer's particular systems as contemplated hereunder.

3.2 Support Services; Training. Credible will provide support services in accordance with its standard support policies, provided that Customer has paid all fees due under this Agreement, and further provided that Credible will have no obligation to provide support to Customer with respect to (i) use of the Application Services other than according to the Application Documentation or the terms of this Agreement; (ii) any modification of the Application Services, the Application, or the Application Documentation by Customer or any third party; or (iii) any combination of the Application Services and/or the Application with hardware, software or technology not provided by Credible. Credible will further make available training services to a limited number of Customer personnel as described in Schedule A, provided that, unless otherwise agreed by the Parties in writing, Credible will not be obligated to train more than the number of persons specified in such or to provide training services beyond the scope contemplated in Schedule A.

3.3 Application Services; Credible Uptime Commitment.

Credible will commit to 99.9% uptime excluding 1.5 hours for each quarterly release and down time out of Credible's control (i.e. Agency ISP, national backbone, carrier router, etc.). If this uptime commitment is not met, Credible will credit one month's hosting fee in the next billing cycle.

3.4 Credible and Partner Support Procedures. Credible and Partner will follow the support procedures outlined in Schedule B.

3.5 Credible Billing Module Updates. Credible will make changes to the Billing Module for documented funder/payer requirements that are not in conflict with Federal or State guidelines and laws.

4. CUSTOMER OBLIGATIONS.

4.1 Authorized Access to Services. Subject to the terms and conditions herein, Customer may access the Credible application via browser or secure handheld device.

4.2 Assistance to Credible. Customer will, at its own expense, provide assistance to Credible, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Credible to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.2.

4.3 Partner and Credible Support Procedures. Partner and Credible will follow the support procedures outlined in Schedule B.

5. FEES, EXPENSES AND PAYMENTS.

5.1 Fees. In consideration for the licenses granted to Customer and the services performed by Credible under this Agreement, Customer will pay to Credible, without offset or deduction, all fees required by Schedule A. The full amount of the initial cost as reflected in Schedule A plus charges for the first monthly billing period of Application Services are due and payable to Credible upon the execution of this agreement. Monthly recurring charges will be billed and due in advance of the provision of Application Services. Credible will submit invoices to Customer with respect to such fees according to the relevant payment schedules indicated in Schedule A, and each invoiced amount will be due and payable within thirty (30) days of receipt of the relevant invoice by Customer. Customer will additionally pay any amounts required by any Addendum attached to the Agreement. Credible will impose a charge for any check or other instrument that is returned for any reason by a financial institution.

5.2 Customer Operating Expenses. Customer will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, through use by Customer and/or any Authorized Device of the Application Services, and/or through provision of support to Authorized Devices with respect to such use of the Application Services.

5.3 Taxes. All amounts payable under Schedule A exclude applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. In addition to amounts payable under Section 5.1, Customer will be responsible for payment of any such taxes (other than taxes based on Credible's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees under this Agreement, the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to Credible free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Credible will be Customer's sole responsibility, and Customer will, upon Credible's request, provide Credible with official receipts issued by the appropriate taxing authorities, or such other evidence as Credible may reasonably request, to establish that such taxes have been paid.

5.4 Collection. All accounts more than thirty (30) days past due will be charged interest from the due date of the lesser of (i) 1.5% per month on the past due amount, or (ii) the highest legal rate of interest. Credible may suspend, interrupt or cancel Application Services on any account that is past due. Customer must pay Credible a reconnection fee of \$500 as a condition of reactivation,

in addition to full payment of the balance due on the Customer account. If Customer is delinquent in payments, Credible may modify payment terms to require full payment before the provision of any Services. Customer is responsible for paying all costs of collection, including but not limited to attorneys fees and collection agency fees, where lawful.

6. TREATMENT OF CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 10.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction; either Party may disclose Confidential Information to the limited extent necessary in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order or is otherwise required by law or regulation to be disclosed; or is disclosed to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

7. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY EPRESCRIBING INTERFACE MODULE), THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY CREDIBLE ARE PROVIDED "AS IS," AND CREDIBLE DISCLAIMS ANY AND ALL OTHER PROMISES,

REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. CREDIBLE DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES PROVIDED BY CREDIBLE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8.2 Special Disclaimer for electronic prescription services Interface Module. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that if Customer has ordered the electronic prescription services, Credible facilitates electronic prescriptions through the Application Services, but that the actual transmission of electronic prescriptions is completed through a third party. Credible makes no warranties regarding the transmission of such prescriptions and cannot guarantee or warranty the actual delivery of the prescriptions or that the operation of the ePrescribing interface module will operate without errors or in an uninterrupted manner. In no event shall Credible be liable for the content of a prescription, the delivery or non-delivery of a prescription or that the operation of the ePrescribing interface module will be uninterrupted or error free. Agency will obtain a proper Release of Information for each client prior to activating "PBM Medication History" functionality. Information presented through Credible eRx with regard to formularies, eligibility, and medication history is in fact data transmitted by pharmacies and/or PBMs and may not be accurate. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of an electronic prescription, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected services. In the event that such commercially reasonable efforts are not successful, then Customer shall be entitled to a refund of any payment for the portion of the services that were not successfully re-performed.

8.3 Special Disclaimer for Business Intelligence Interface Service Module. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that if Customer has ordered the Business Intelligence module, Credible facilitates the Business Intelligence module through the Application Services, but that the actual transmission of these modules are completed through a third party. Credible makes no warranties regarding the transmission of such modules and can not guarantee or warranty the actual delivery of these modules or that the operation of the interface modules will operate without errors or in an uninterrupted manner. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of any Business Intelligence module, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected services. In the event that such commercially reasonable efforts are not successful, then Customer shall be entitled to a refund of any payment for the portion of the services that were not successfully re-performed.

8.4 Special Disclaimer for Labs Interface Service Module. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that if Customer has ordered the Labs module, Credible facilitates the Labs module through the Application Services, but that the actual transmission of these modules are completed through a third party. Credible makes no warranties regarding the transmission of such module and can not guarantee or warranty the actual delivery of this module or that the operation of the interface module will operate without errors or in an uninterrupted manner. In no event shall Credible be liable for the content of the Labs module, the delivery or non-delivery of this module or that the operation of this interface module will be uninterrupted or error free. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of any Labs module, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected services. In the event that such commercially reasonable efforts are not successful, then

Customer shall be entitled to a refund of any payment for the portion of the services that were not successfully re-performed.

8.5 Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO RIGHTS AND OBLIGATIONS ARISING OR RECOGNIZED UNDER SECTIONS 2.4, AND/OR 6, IN NO EVENT WILL CREDIBLE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CREDIBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT WITH RESPECT TO RIGHTS AND OBLIGATIONS ARISING OR RECOGNIZED UNDER SECTIONS 2.4 AND/OR 6, THE CUMULATIVE LIABILITY OF CREDIBLE TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO CREDIBLE BY CUSTOMER UNDER SCHEDULE A DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT, OMISSION, OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.6 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

9.1 Indemnification of Customer. Credible agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Application Services and/or the Application Documentation infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Customer promptly notifies Credible in writing of the claim, cooperates with Credible, and allows Credible sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Credible, at Credible's sole discretion, to enable it to continue to use the Application, the Application Documentation or the Credible Brand, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Credible determines that none of these alternatives are reasonably available, Customer shall, upon written request from Credible, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services, the Application, or the Application Documentation by Customer, (ii) combination, operation or use of the Application or Application Services with other software, hardware or technology not provided by Credible, or (iii) use of a superseded or altered release of the Application Services, Application or the Application Documentation, if such infringement would have been avoided by the use of a then-current release of the Application Services, Application or the Application Documentation, as applicable, and if such then-current release has been made available to Customer (any of the foregoing circumstances under clauses (i), (ii) or (iii), a

"Customer Indemnity Responsibility"). IN NO EVENT SHALL CREDIBLE'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNT OF ALL ACCESS FEES PAID BY CUSTOMER UNDER SECTION 5.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THIS SECTION STATES CREDIBLE'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9.2 Customer's Indemnity Obligations. Customer agrees to hold, harmless, indemnify, and, at Credible's option, defend Credible from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) Customer's negligence or willful misconduct; (ii) use of the Application Services in violation of any law, regulation or rule; (iii) any prescriptions transmitted or otherwise submitted through the electronic prescription services; or (iv) a Customer Indemnity Responsibility, provided that Customer will not settle any third-party claim against Credible unless such settlement completely and forever releases Credible from all liability with respect to such claim or unless Credible consents to such settlement, and further provided that Credible will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement will commence on the Effective Date and will continue for a period of five (5) years thereafter, unless earlier terminated in accordance with this Section 10, and will automatically renew for successive three (3)-year terms, unless either Party provides written notice of its desire not to renew at least ninety (90) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the "Term").

10.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

10.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

10.4 Effect of Termination. Upon any termination of this Agreement, Customer will (i) immediately discontinue all use of the Application Services, the Application Documentation, and any Credible Confidential Information; (ii) delete any Credible Confidential Information from Customer's computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to Credible or, at Credible's option, destroy, all copies of the Application Documentation and any Credible Confidential Information then in Customer's possession; and (iv) promptly pay to Credible all amounts due and payable hereunder. If Customer chooses to purchase secure hosting and read-only access beyond the termination of this agreement for an annual prepayment of \$9,000 with an annual increase of 3.5% after two years. This fee will cover secure hosting and read-only access. There is no customer support provided for this fee. Additional customer service can be purchased at the contract rate in prepaid blocks of eight hours. With the exception of purchasing read-only access, all other language from this paragraph remains in effect.

10.5 Survival. The provisions of Sections 2.4, 5, 6, 8, 9, 10.4, 10.5 and 11 will survive the termination of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Customer and Credible act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the preamble to this Agreement, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

11.5 Assignment; Delegation. Customer shall not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of Credible, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation

will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

11.10 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MARYLAND.

11.11 U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the

Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S.

Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of Business Services Agreement Terms]

Contract #: 2012-1

SCHEDULE A
Executed Letter of Intent

SCHEDULE B
Credible and Partner Support Procedures

I. Credible Support:

A. Credible Task Ticket Submission System:

Credible's Task Ticket Submission System is Credible's online, helpdesk ticketing system. The system is designed to centrally record and manage Partner requests and communication, which helps ensure that all items are promptly and efficiently documented, assigned, communicated to the appropriate parties, and resolved.

B. Credible's Escalation Procedures and Guidelines:

Priority	Description	Guidelines
Priority 1 Critical Partner Support Incidents	<ol style="list-style-type: none"> Application Services unavailable due to Credible's servers not being available (Partner's ISP, connectivity, and power services are specifically excluded.) Material performance degradation precluding Partner from processing transactions in the ordinary course of business or otherwise preventing Partner from materially utilizing the Application Services; Actual or alleged security breaches. 	<ul style="list-style-type: none"> Task Ticket must be submitted. 30 minute response during Normal Business Hours. 4 hour response during other times. Continuous investigation until issue resolved. Notification within 60 minutes of confirming issue. Follow-up every 4 hours until issue resolved; excluding the hours from 11:00pm EST to 8:00am EST. <p>Note: For any Priority 1 item, please contact Credible by phone and enter a Task Ticket unless the Task Ticket System is unavailable.</p>
Priority 2 Urgent Partner Support Incidents	Critical process related issues. (i.e. unable to sign and submit services, Med Screen not loading) Billing related issues (non data driven).	<ul style="list-style-type: none"> Task Ticket must be submitted with specific information related to the submitted item. 120 minute response during Normal Business Hours or by 10 AM the next business day if reported after Normal Business Hours. Best efforts to resolve issues within 1 business day.
Priority 3 Non Critical Incidents	<ol style="list-style-type: none"> Any non critical priority process issue. State specific and customized reporting issues. Any State specific or Billing reporting changes. 	<ul style="list-style-type: none"> Task Ticket must be submitted with specific information related to the submitted item. Credible will contact you with the status of your ticket within 1 business day.
Priority 4 All Other Issues	<ol style="list-style-type: none"> Feedback. Feature Requests. 	<ul style="list-style-type: none"> Task ticket must be submitted with specific information related to the submitted item. Credible will contact you with the status of your ticket within 1 business day.

II. Partner's Support Obligations:

A. Promptly enter Task Tickets with specific information related to the submitted item.

B. Provide Credible:

- a documented example of the issue or error; and,
- a listing of output and any other data which Credible requires in order to reproduce operating conditions similar to those present when any defect or error in the Software was discovered.

III. Feature Request Queue (FRQ)

- A. As Credible's Partner base continues to grow Credible sets clear expectations while managing growth in a responsible manner. The FRQ simplifies identification features beneficial to many Partners and accelerates their release. We are well aware of the threat of "feature creep," which would drive the product to become increasingly cumbersome to use, administer, test, and maintain. Our solution to minimize this threat is the Feature Request Queue.
- B. How the FRQ works
1. A task is determined to be a feature request (which would fall into the Priority 4 status above). It will be moved into the FRQ and identified with the status "FRQ HOLD." Once multiple similar requests have been received, the tasks will be joined as one and moved through the New Task process. After 12 months on the FRQ without being moved to New Task, the task will be closed.
 2. Additional Partner benefits include:
 - a. All Feature Requests will meet the needs of the multiple Partners.
 - b. The process will streamline the Roadmap, condensing the timeline for Feature Requests.
 - c. All Feature Requests will be developed at Credible's cost, i.e., there will be no costs to Partners.

**Credible Wireless, Inc.
SOURCE CODE ESCROW ADDENDUM**

This **SOURCE CODE ESCROW ADDENDUM** (the "**Addendum**") supplements and is made a part of the Business Services Agreement (the "**Agreement**"), dated October 9, 2012, by and between Credible Wireless, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

1.1 "Escrowed Source Code" shall mean the Source Code of the Application.

1.2 "Release Condition" shall mean any of the circumstances under which Customer shall have a right to receive a copy of the Escrowed Source Code, as contemplated in Section 2.1.

1.3 "Source Code" shall mean any code, scripts, algorithms or other instructions comprising computer software in human-readable, text-based form, designed to be interpreted in such form at the time of execution by a computer software interpreter or to be compiled and translated into machine-readable, binary object-code format for execution within operating system environments and/or targeted hardware platforms.

2. ESCROW OBLIGATION.

2.1 Initial Deposit with Escrow Agent. Within thirty (30) days after the Addendum Effective Date, Credible shall deliver one (1) copy of the Escrowed Source Code to a commercial escrow agent (the "**Escrow Agent**"), and shall enter into a binding contractual arrangement with such Escrow Agent according to which the Escrow Agent agrees (i) to hold and safeguard such Escrowed Source Code during the term of this Addendum; and (ii) to release a copy of such Escrowed Source Code to Customer if and when a Release Condition occurs.

2.2 Release Conditions. Provided that Customer is in full compliance with the terms of the Agreement, including, without limitation, payment of all amounts due and payable under the Agreement, Customer shall have a right to receive from the Escrow Agent one (1) copy of the Escrowed Source Code solely in the event that (i) Credible winds up or ceases to do business generally; or (ii) Credible has filed, or has had filed against it, a proceeding in bankruptcy or any receivership of all or substantially all of Credible's assets, which proceeding or receivership is not dismissed or removed within sixty (60) days; or (iii) Credible has materially breached the Agreement and failed to cure such breach within thirty (30) days after receipt of written notice thereof (or within such longer period as may have been agreed by the Parties).

2.3 License. Subject to Customer's compliance with the terms and conditions of this Agreement, upon the delivery to Customer of any Escrowed Source Code in accordance with this Agreement, Credible shall grant to Customer a non-exclusive non-transferable, non-sublicenseable right and license to use the Escrowed Source Code solely for purposes of providing technical support and software maintenance services with respect to Customer's use of the Application Services in accordance with the Agreement and to use the Application to provide the Application Services in accordance with the terms of the Agreement.

2.4 Usage Limitations. Customer shall not disclose or distribute the Escrowed Source Code, or any portion thereof, to any third party and shall keep the Escrowed Source Code as strictly confidential and subject to the highest protections that Customer uses for its own most valuable confidential information. For purposes of this Agreement the Escrowed Source Code shall be considered Credible's Confidential Information. Notwithstanding any provision in this Agreement to the contrary, Customer shall not use the Escrowed Source Code for any additional functions or purposes beyond the scope of the license granted hereunder. Upon any release of Escrowed Source Code, Credible may, at its option, terminate any agreements or other escrow arrangements

with the Escrow Agent, may refrain from further escrow of the Escrowed Source Code, and Customer will have no obligation to pay for services of the Escrow Agent subsequent to the then-current term of the Escrow Agent.

2.5 Reservation of Rights. Credible hereby expressly reserves all rights in and to the Escrowed Source Code not granted in this Addendum, and, as between Credible and Customer, Credible retains all right, title and interest in the Escrowed Source Code, subject to the express license granted herein.

2.6 Disclaimers and Limitations. ANY AND ALL ESCROWED SOURCE CODE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CREDIBLE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ESCROWED SOURCE CODE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND/OR DATA ACCURACY, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE AGREEMENT.

3. FEES, COMPENSATION, EXPENSES.

Customer shall reimburse Credible for all expenses incurred by Credible in delivering the Escrowed Source Code to the Escrow Agent and in payment for the services of the Escrow Agent, including any taxes or similar charges applicable thereto, or Customer will make payments directly to the Escrow Agent if Credible so directs. Credible shall provide invoices to Customer with respect to any such amounts, which amounts shall be due and payable within thirty (30) days after the invoice date.

4. TERM; TERMINATION

4.1 Term. This Addendum shall commence on the date of execution by both Parties (the "**Addendum Effective Date**") and shall remain in effect until the earlier to occur of (i) termination of the Agreement; or (ii) termination in accordance with Section 4.3 of this Addendum.

4.2 Elective Termination by Customer. Customer may, at its option, terminate this Addendum upon ninety (90) days' written notice to Credible.

4.3 Termination for Breach. Either Party may terminate this Addendum upon written notice in the event that the other Party materially breaches this Addendum and thereafter fails to cure such breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Credible may immediately terminate this Addendum upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the term of this Addendum.

4.4 Effect of Termination. Customer shall have no further rights under this Addendum upon termination hereof, notwithstanding any subsequent occurrence of an event otherwise constituting a Release Condition, and any license granted under Section 2.3 shall cease and terminate. Within thirty (30) days following termination of this Addendum, Customer will return or, at Credible's option, destroy (and thereafter certify such destruction in writing) all tangible embodiments, in whole or in part, of any Escrowed Source Code remaining in Customer's possession or control. After termination of this Addendum, Credible may refrain from further escrow of the Escrowed Source Code, and may require the Escrow Agent to return to Credible or destroy such Escrowed Source Code. The provisions of Sections 2.5, 2.6, 3 and this 4.4 will survive the termination of this Addendum.

Contract #: 2012-1

The Parties agree to the above terms and have executed this Addendum as of the date(s) set forth below.

CUSTOMER: Rappahannock-Rapidan CSB

CREDIBLE WIRELESS, INC.

By (Signature): 

By (Signature): _____

Name (Printed): Brian Duncan

Name (Printed): Matthew M. Dorman

Title: Executive Director

Title: CEO

Effective Date: 10-9-12

Effective Date: _____

Credible Wireless, Inc
HIPAA BUSINESS ASSOCIATE ADDENDUM

This **HIPAA BUSINESS ASSOCIATE ADDENDUM** (the "**Addendum**") supplements and is made a part of the Business Services Agreement (the "**Agreement**"), dated October 9, 2012 by and between Credible Wireless, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**," and together, the "**Parties**"). This Addendum shall become effective as of date of execution of this Addendum by the Parties, provided that certain provisions shall become effective as of the date compliance with such provision is required under the applicable Regulation (as defined below) if such date of compliance occurs after the date of execution of this Addendum. Unless defined in this Addendum, capitalized terms will have the meaning set forth in the Agreement.

RECITALS

- A.** Customer is a "Covered Entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 as may be amended from time to time ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, as may be amended from time to time ("**HITECH Act**"), and the regulations issued pursuant to the HIPAA and HITECH Act, including the privacy and security regulations thereunder and, to the extent Customer is a government entity, the applicable guidelines of the National Institute of Standards and Technology, as may be amended from time to time (such regulations and guidelines collectively, "**Regulations**");
- B.** Customer and Credible are parties to the Agreement pursuant to which Credible provides certain services to Customer and, in connection with those services, Customer discloses to Credible certain Protected Health Information;
- C.** Credible, as a recipient of such Protected Health Information from Customer, is a "Business Associate" as that term is defined in the Regulations.
- D.** Pursuant to the Regulations, Customer must require Credible to agree, and Credible agrees, in writing as set forth below to certain mandatory provisions of the Regulations applicable to Business Associates receiving Protected Health Information of the type received by Credible from Customer.

OBLIGATIONS OF THE PARTIES

- 1. Scope of Use of Protected Health Information.** Credible may use or disclose Protected Health Information (a) for any purpose contemplated by the Agreement or this Addendum, unless such use or disclosure violates or would violate the Regulations if such activity were engaged in by Customer or (b) as required by law. Customer agrees to request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 USC Section 17935(b).
- 2. Safeguards for the Protection of Protected Health Information.** Credible will use reasonable efforts to implement and maintain such business and technological safeguards as are necessary to ensure that Protected Health Information is not used or disclosed by Credible except in accordance with this Addendum.
- 3. Reporting of Unauthorized Use or Disclosure.** Credible shall promptly report to Customer any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum. Credible agrees to report to Customer the discovery of a Breach of Unsecured Protected Health Information and the Individuals affected without unreasonable delay (and no later than sixty (60) days) after it becomes aware of such Breach. If a delay is requested by a law-enforcement official, Credible may delay notifying Customer for the applicable time period. Credible shall (i) except as provided in (ii), promptly report to Customer any Security Incident of which Credible becomes aware; and (ii) upon request of, and the sole cost of, Customer, promptly report to Customer a summary of unsuccessful Security Incidents targeting Electronic PHI if the summary is needed to comply with a HIPAA audit or reporting obligation to the Office of Civil Rights or Department of Health and Human Services, to the extent the records required to provide such summary are available at the time of the request. For purposes of this Addendum, an "unsuccessful" Security Incident is an unsuccessful attempt to breach the security of Credible's systems that Credible determines was targeted at Electronic PHI, and does not include general "pinging" or "denial of service" attacks that are not determined to have been directed at such Electronic PHI. Credible shall permit Customer to investigate any such report in accordance with Section 10 of this Addendum.
- 4. Mitigation.** Credible will mitigate, to the extent practicable, any harmful effect known to Credible that is the result of, or arises from, Credible's unauthorized use or disclosure of Protected Health Information.
- 5. Use of Subcontractors.** To the extent that Credible uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to Protected Health Information, each such subcontractor or agent shall sign an agreement with Credible containing restrictions and conditions related to Protected Health Information that are at least as restrictive as those that apply to Credible under this Addendum.
- 6. Data Transfer Security.** Credible will implement reasonable administrative, physical, and technical safeguards that reasonably protect the security and integrity of Protected Health Information when electronically transferring Protected Health Information. Credible will not transmit Electronic PHI over the Internet or any other insecure or open communications channel unless such information is encrypted using encryption standards generally accepted in the health care community and is in compliance with the Regulations.
- 7. Access Security.** Credible will take reasonable security measures to protect Protected Health Information from unauthorized access. Access to the Credible system and Protected Health Information will be controlled via a User ID and password. **CREDIBLE IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A USER ID OR PASSWORD BY CUSTOMER'S STAFF.**
- 8. Authorized Access to and Alteration of Protected Health Information.** In order to help ensure the accuracy of Protected Health Information, Credible, on an ongoing basis, will provide Customer access for inspection to any such Protected Health Information then retained in Credible's possession. If any Protected Health Information is found to be inaccurate or incomplete, Customer may submit amendments or corrections to such Protected Health Information and Credible shall promptly incorporate all such amendments or corrections. Credible shall cooperate promptly with Customer in responding to any request made by any subject of such Protected Health Information to Customer to inspect and/or copy such Protected Health Information. Credible may not deny Customer access to any Protected Health Information if such Protected Health Information is requested by the subject seeking access to it.
- 9. Records.** Credible agrees to make relevant internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information (collectively, "**Records**"), available in accordance with Section 10(b) of this Addendum. Credible may require confidential treatment of all such Records.

10. Accounting, Audits, and Inspection

(a) Credible will keep an accounting of all disclosures, outside its normal course of business, of Protected Health Information (the "Disclosure Accounting") on an ongoing basis and maintain the Disclosure Accounting for a period of at least six (6) years. At a minimum, the Disclosure Accounting will contain (i) the date of the disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of such entity or person; (iii) a brief description of Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure; or in lieu of such statement a copy of the subject's written authorization or request for disclosure pursuant to the any Regulation. Credible will provide the Disclosure Accounting to Customer or a subject Individual within sixty (60) days of receiving a written request from such Customer or subject Individual.

(b) Subject to compliance with Credible's security requirements, the Secretary and/or Customer, or their respective authorized agents or contractors, may, at their expense, examine Credible's facilities, systems, and Records related to Protected Health Information, as may be required to determine that Credible is in compliance with the Regulations and this Addendum. If it is determined that Credible is in violation of the Regulations or this Addendum, Credible shall promptly remedy any such violation and shall certify the same in writing.

11. Obligations of Customer. Customer will (i) provide Credible with the notice of privacy practices that Customer produces in accordance with 45 CFR 164.520, as well as any changes to such notice promptly after such changes are made; (ii) provide Credible with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Credible's permitted or required uses and disclosures; (iii) notify Credible of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to in accordance with 45 CFR 164.522; and (iv) not request Credible to use or disclose Protected Health Information in any manner that would not be permissible under or violate any Regulation if done by Customer.

12. Term and Termination. The term of this Addendum shall be effective as of the date of execution of this Addendum by both Parties and shall continue until terminated as provided herein, provided that the obligations of the Parties with respect to Protected Health Information under this Addendum may continue after such termination as provided in Section 13(ii). Upon either Credible's or Customer's knowledge of a material breach of this Addendum by the other Party, Credible or Customer, as applicable, may: (i) if the breach is curable, provide the breaching Party thirty (30) days to cure the breach at the end of which period if the breach remains uncured, the non-breaching Party may terminate this Addendum and the Agreement immediately upon written notice to the breaching Party; or (ii) if cure and termination are not feasible, the non-breaching Party may report the violation to the Secretary.

13. Effect of Termination. Upon termination of this Addendum for any reason, Credible, at its option, will either (i) return, delete, purge and destroy, all Protected Health Information in Credible's possession in any form, or (ii) if Credible determines that such return or destruction is not feasible, Credible will continue to restrict such Protected Health Information in compliance with this Addendum.

14. Effect on Agreement. This Addendum is intended to supplement, and not replace, the Agreement; however, if there is any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement with respect to Protected Health Information, the terms of this Addendum shall prevail.

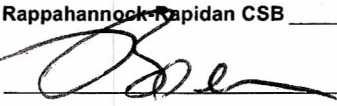
15. Definitions. As used in this Addendum, the following capitalized terms will have the meanings specified below:

- a) "Breach" shall have the same meaning as the term "breach" in 45 CFR Section 164.402.
- b) "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR Section 160.103, but limited to Protected Health Information under the Addendum.
- c) "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- d) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.103, but limited to the protected health information received from, or transmitted on behalf of, Customer by Credible.
- e) "Regulation Compliance Date" shall mean, in each case, the date by which compliance is required under the applicable Regulation.
- f) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- g) "Security Incident" shall mean any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum.
- h) "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR Section 164.402, but limited to Protected Health Information under the Addendum.

By their authorized signatures below, the Parties indicate their acceptance of the terms and conditions contained in this Addendum, and the Parties agree to be legally bound by such terms and conditions.

CUSTOMER: Rappahannock Rapidan CSB

CREDIBLE WIRELESS, INC.

By (Signature): 

By (Signature): _____

Name (Printed): Brian Duncan

Name (Printed): Matthew M. Dorman

Title: Executive Director

Title: CEO

Effective Date: 10-8-12

Effective Date: _____

CREDIBLE

Letter Of Intent: Enterprise

September 25, 2012

Brian Duncan
Executive Director
Rappahannock-Rapidan CSB
P.O. Box 1568
Culpeper, Virginia 22701

Dear Mr. Duncan:

Credible Wireless, Inc. (Credible) is pleased to submit this Letter of Intent (LOI). The following pages provide a description of Credible's implementation services and all of Credible's software modules. Exhibit A: *Credible Enterprise Agency Specific Pricing Guidelines and Hour Allocations* and Exhibit B: *Credible Enterprise Agency Specific Letter of Intent Modifications* collectively detail Agency requirements and Credible's commitments. Credible's Software as a Service (SaaS) solution provides secure, proven, easy to use software while our growing customer base delivers added value through networking and shared best practices. Credible appreciates the time that Rappahannock-Rapidan CSB has spent discussing the benefits of a Credible software.

By deploying Credible Behavioral Healthcare Software, the Agency will receive the following benefits:

1. Fully integrated software, including Mobile, Electronic Prescription, eLabs, Wiley Treatment Libraries, and Business Intelligence modules, if purchased.
2. Easy to use interface with straightforward and legible screens, role based security, and online help tools.
3. HIPAA compliant operations, data access, and security.
4. Four (4) annual software feature releases for the life of the contract at no additional cost.
5. Secure hosting and Disaster Recovery services.
 - a. Enterprise level primary and secondary sites with 24 hour, 7 days a week, 365 days a year monitoring, full equipment redundancy, and state of the art hardware and software.
 - b. Server rooms secured with biometric thumbprint readers and monitored by security cameras.
 - c. Built-in redundancy for all power and cooling systems.
6. Meaningful Use Certification: Credible is ONC-ATCB certified as a complete EHR as of June 1, 2011 by the Certification Commission for Health Information Technology (CCHIT). By this agreement, Credible commits to maintain its continued Meaningful Use certification.

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Credible's CMS EHR Certification ID is 30000001TQK9EAC, verifiable at <http://www.healthit.hhs.gov>.

7. Agency receives best in class billing services, which currently handles over \$750,000,000 million dollars in Medicaid, Medicare, and 3rd Party claims.
8. Powerful standard and ad-hoc reporting tools for Billing, Claims, Client, Employee, and Service data.
9. Increased productivity and reduction in staff paperwork through elimination of duplicate data entry and paper-based documentation inefficiencies.
10. Increased accuracy and timeliness of data with real-time reporting.
11. Simplified and fully integrated documentation, reporting, scheduling, and billing.
12. Client Portal with secure, Agency managed access to specific data points by Agency's clients, consumers, and/or patients.
13. Provider Portal with simplified and secure data transfer amongst Credible Partners, as well as from Agency referral sources and business partners, regardless of whether or not they are on the Credible platform.
14. Credible's Library with detailed feature information, configuration instructions, and full presentations on major modules and features. In addition, the Library includes Credible Best Practices for clinical, intake, billing, reconciliation, and other critical Agency processes.
15. Credible's Training Department which is dedicated to enhancing Agency's staff knowledge, experience, and optimization of Agency's return on investment in Credible.
16. Credible's Mobile module - the industry's most reliable and versatile mobile application allowing Agency staff to document wherever and whenever they provide services. Working in either connected or disconnected modes, Credible Mobile is available for iPads™, iPhone™, Android enabled devices, laptops, netbooks, and tablet PCs.

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I. Configuration, Implementation, Transition, and Training

A. Configuration and Training for the following modules and features are included:

1. Client & Employee data management
2. Security Matrix
3. Scheduling
4. Home Page
5. Reports Security Matrix
6. Standard Reporting
7. Advanced Search Reporting and Custom Ad-Hoc Reporting
8. Notifications, Triggers, and Messaging
9. Credible eRx & eLabs
10. Physician's Orders (if applicable)

B. Implementation and Project Management

1. Project Management: An Implementation Manager is assigned to drive the Agency's Implementation and Training. This individual leads weekly calls and both web-based and in person trainings, as outlined below. Agency will benefit from Credible's experience in successfully taking over 50 Agencies live in the past 12 months.
2. Data Conversion:
 - a. Credible provides for the import of numerous data points:
 - i. Client Demographic Information – Data imported into the Client profile, Client extended, or episode screens.
 - ii. Client Insurance
 - iii. Client Authorizations
 - iv. Client's Program and Team Assignments
 - v. Employee Demographic Information - Data imported into the Employee profile and credentials screens.
 - vi. Client Employee Relationships
 - vii. Employee Program and Team Assignments
 - viii. Diagnosis
 - ix. Client Balances
 - b. Medications - Imported medications will present in Credible as 3rd Party prescribed medications. For these medications to be fully integrated with allergies, contraindications, and the drug/drug interactions, they must be input into the software. Credible will train Agency staff on the importing process, but it is the Agency's responsibility to create and process the imports.
 - c. The Agency's import files must be in a '.csv' format. The Agency is 100% responsible for data, data integrity, and "clean" data.

CREDIBLE

- d. Erroneous imports performed by Agency staff not following Credible's training and/or Credible's Best Practices resulting in additional fees charged to "remove" erroneous imports.
 - e. Contacts, Family data, Geo Areas, External Providers, Schedules, Service - based data, and Liability data are considered "Advanced Importing." Credible provides limited training on "Advanced Importing." Should Credible perform "Advanced Importing," additional charges apply.
 - f. If Agency staff should import into other tables (not listed above), Credible's Technical Team may need to be involved and additional charges apply.
3. Pre- "Go Live" Report Customization: As a SaaS, Credible provides extensive reporting capabilities and our Partner Agencies do not require additional reporting functionality. However, if the Agency requests internal Agency-specific reports, additional charges apply. Agency may submit a request to Credible's Feature Release Queue; these requests may or may not be added to the software.
 4. Post "Go Live" Customization: After the Agency is "Live" on Credible for sixty (60) days, Senior Management may request additional features. These features may be charged to the Agency if Agency-specific or they may be added to Credible's Feature Release Queue. Credible does its best to address the requests of all its Partners in future update releases; however, Credible is unable to guarantee that requests made are added to the software.

C. Project Management and Training Meetings

1. Kickoff and Discovery Meetings

- a. One (1) "kick-off" call within four (4) weeks of executing LOI.
- b. One (1) onsite "Discovery" meeting lasting two (2) to three (3) days will occur no sooner than four (4) weeks after the initial kick-off call. This meeting will include System Administration training.

2. Project Management Meetings

- a. Weekly project management calls to review configuration and implementation status, as well as to address questions arising from the training process.
- b. Meeting expectations:
 - i. All parties, including Credible staff, must be present within five (5) minutes of scheduled time. Beyond five (5) minutes Credible and/or Partner may reschedule the call; however, Credible or Agency wait time will be deducted or added from Agency's Implementation hours as the situation dictates.
 - ii. All calls and e-mails conducted with a manner of professionalism and decorum.

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3. Training

- a. Online training, includes Client, Employee, Scheduling, Billing and Billing Configuration , eRx, eLabs, Visit, Admin tools, and Advanced Search.
- b. Two (2) to three (3) days of onsite training prior to “GoLive”, which consist of two (2) days of Clinical Training and one (1) day of Billing training (if Billing module purchased).
- c. One (1) reconciliation webcast lasting two (2) hours. This Reconciliation training follows the Agency’s receipt of an Explanation of Benefits (EOB) and/or 835 file for services billed from Credible. Agency must bill within five (5) weeks of “Going Live”, in order for Credible’s service hours for reconciliation to fall into the allotted transition hours.
- d. Credible has Training Consultants available for additional training sessions. However, if the Agency secures the services of an outside Consultant, the Agency assumes all responsibility for adequately trained Agency staff.

D. Online Project Management and Access

1. Credible provides the Agency with secure hosting, as well as a secure domain within fourteen (14) days of the kick-off call.
2. Prior to the onsite “Discovery” meeting, Credible provides a website referred to as “GoLive” to manage the Agency’s implementation process. This enables both the Agency and Credible to have real time, online access to easily view and manage all steps, tasks, deliverables, questions, forms, and reports related to a successful Implementation.
3. Following the initial project call, all written communication must go through the “GoLive” system. Credible’s implementation process solely employs the use of this project management tool.

E. Transition to Credible

1. During the transition from Implementation to actually being “Live” with documentation and billing, Credible provides additional support and configuration services. Commencing thirty (30) days prior to “Go Live”, Credible’s Transition professionals, begin working with the Agency’s project staff and Credible’s Implementation team. During the first sixty (60) days of being “Live”, Credible waives up to sixteen (16) weekly hours above the Agency’s contracted service hours.
 - a. *Additional Training:* Additional onsite training for Clinical, Billing, Form Building, Security Matrix, GL Export, and other focus areas available. Additional fees apply.

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II. Credible Billing Module

- A. The Credible Billing module provides for electronic submission for: Medicaid, Medicare, and Third Party services; Payer Configuration; Rate/Service determination; Rolling/Summing/Combining rules; Authorization Management; as well as other billing related functionality. Credible's Billing Configuration screen must be completed by Agency staff, in collaboration with Credible's Implementation Team.
- B. Billing Module Project Management: This includes all configuration training needs for Payer Configuration, Billing Matrix Setup, Authorization Management, Rate Configuration, electronic submission of 837 files, CMS 1500 capabilities, and the electronic postings of 835's.
- C. The Agency is responsible for gathering all of the necessary requested data. Agency staff interacts with the payer(s) to gather the required billing and payer data. Payer configuration and testing takes between thirty (30) and one hundred and twenty (120) days.
- D. Credible works with the Agency to provide a specific Revenue/GL export to the Agency's accounting software. While Credible is not an accounting package, Credible does manage Accounts Receivable and provides for a batchable export to the Agency's General Ledger. The Revenue Code Matrix inside of Credible's Billing Configuration screen must be completed by Agency staff in collaboration with Credible's Implementation Team. This requires focused, dedicated hours from Agency's Senior Billing and Finance personnel.
- E. Credible provides one (1) day of onsite Billing training prior to actual "GoLive" date. Final Billing training held concurrent with other Credible training.
- F. Credible assists with configuring and testing the Agency's ten (10) largest Payers measured by the percentage of the Agency's revenue. Credible requires the Agency Billing staff to configure and test the additional payers. Any Payer not listed in Exhibit C may result in additional hours and/or charges.
- G. Credible strongly encourages direct billing. Credible provides for clearing house submissions. Credible's clearing house transaction expense passed along to the Agency with a 15% markup.
- H. Configuration of State specific 270/271 functionality is included in the Billing module configuration.

III. Credible Mobile Documentation Module

- A. The Mobile module allows for secure, HIPAA compliant data to be captured on iPad™, iPhone™, Android enabled devices, netbooks, laptops, and/or tablet PCs in a connected or disconnected mode.
- B. Credible trains Agency staff for end user support, including loading, configuring and troubleshooting the mobile software on multiple devices.
- C. Software and training materials for the Mobile module provided in Credible's Library domain.

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- D. All Agency required hardware purchased directly by the Agency. Credible provides specific recommendations.
- E. Training of Agency support staff completed concurrent with other Credible onsite or online training.

IV. Credible Form Builder Module

- A. Training for the Agency's staff to develop, deploy, edit, and manage all forms.
 - 1. Current library of available forms, including Progress Notes, Evaluations, Intakes, Discharges, etc. Usage of the Library infers the Agency shares its forms for the life of the agreement. A fee of \$25,000 is due if the Agency chooses to use the Library, yet later declares a form to be "Confidential and Proprietary," which excludes it from Library distribution.
- B. Unlimited Agency driven modifications to active forms.
- C. Training for up to six (6) Agency staff.
- D. Fully documented user interface.
- E. Only active forms are counted for invoicing purposes.

V. Credible Business Intelligence (BI) Advanced Reporting

- A. Credible BI provides the Agency with a fully configurable reporting tool with the ability to create custom reports, dashboards, and graphical reporting functionality.
- B. Prior to activation of the BI module, Credible requires a minimum of two (2) Agency staff to be trained on Credible BI. There are trainings held twice a year, in conjunction with multiple agencies and occurs at or near a Credible corporate facility.
- C. BI Training fees are billed to the Agency at Credible's cost-per-attendee. Agency is responsible for attendee travel, lodging, and meal costs.

VI. Credible eRx

- A. Credible eRx provides electronic prescription capability. Fully integrated into Credible Behavioral Health Enterprise software, Credible eRx allows the Agency's licensed prescribers to electronically document all prescriptions while providing paper or electronic scripts. Credible eRx is Surescripts certified; Credible eRx provides for:
 - 1. Fully integrated drug database
 - 2. Reduced medication errors
 - 3. Monographs, Contraindications, Drug/Drug interactions, Drug/Allergy interactions
 - 4. Generic equivalents, recommended dosage, and prescriber favorites
 - 5. Electronic submission to pharmacies
 - 7. Enhanced Credible eRx Services include:
 - a. X12N 005010X92A1 Eligibility transactions (270/271)
 - b. Prescription History (RXHREQ/RXHRES)

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c. NCPDP Formulary and Benefit Load version 1.0

B. Disclaimer

1. Information presented through Credible eRx with regard to formularies, eligibility, and medication history is data provided and transmitted by various Pharmacy Benefit Management (PBM) entities. Credible cannot assure the accuracy of this data.
2. The Agency is responsible for obtaining Release of Information for each client prior to activating the “PBM Medication History” functionality.

VII. Credible eLabs

- A. With Credible eLabs, Agency personnel may electronically order lab tests, print lab test orders, and electronically receive the results.
 1. Facilitates the rapid, secure, web-based exchange of lab test results.
 2. Uses Logical Observation Identifiers Names and Codes (LOINC) and one-to-one mapping without the need for maintaining exact lab test names.
 3. Reduces communication errors.
 4. Provides physicians/clinicians with 24/7 access.
- B. Activation of eLabs takes one (1) to twelve (12) weeks following “GoLive.”
- C. Disclaimer - If a lab the Agency uses is not currently ”Live” with Credible’s eLabs’ technology partner, additional charges apply or this module will not be activated and all associated fees refunded.

VIII. Wiley Treatment Planning

- A. Credible has licensed the online version of Wiley Treatment Planners from John Wiley & Sons, Inc. providing an array of treatment planning components (Behavioral Definitions, Long Term Goals, Short Term Objectives, Therapeutic Interventions, and Possible DSM-IV Diagnoses) for encountered behavioral problems.

IX. Credible’s Miscellaneous Services

- A. eFax and Visit Print Templates
 1. Credible provides the capability to electronically fax Client Visit Details and Templates to other entities. Fax cover sheets are included in this functionality. Configuration is required.
- B. Credible’s E-mail and Texting Functionality
 1. Credible provides full outbound texting functionality. The source phone number is provided by Credible.

X. Secure Hosting and Disaster Recovery Services

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- A. Credible is responsible for all hardware, software, and network costs at a secure hosting facility. Agency retains all ownership rights to Agency data. Credible retains all ownership rights to the software and hardware. Secure data hosting, offsite data storage, server management and all server based software licenses are provided by Credible.
- B. Server rooms secured with biometric thumbprint readers and monitored by security cameras.
- C. Built-in redundancy for servers and all power and cooling systems.
- D. Enterprise level primary and secondary sites with 24 hour, 7 days a week, 365 days a year monitoring, full equipment redundancy, and state of the art hardware and software.
- E. Disaster Recovery (DR) services are provided at a separate facility, geographically independent of the prime host facility. Basic DR includes access to Agency data within 8 hours of a disaster that incapacitates Credible's primary hosting facility. Enhanced Disaster Recovery service levels are available by contract.
- F. Credible provides for twelve (12) GB of storage for attachments. Agency is charged for any overage. Video and audio files may not be attached without a separate contract addendum.
- G. Secure hosting fees will begin the month following onsite Discovery.

XI. Software Escrow

- A. As a SaaS provider, Credible conforms to industry best practices by placing Credible's source code with a professional software escrow company. After each Release, Credible updates the escrowed software.

XII. Monthly Non-Exclusive License Fees

- A. A User is defined as any individual designated by the Agency with a Username and Password. The Agency is responsible for managing Active and Inactive users. Users are counted during the last week of the month for invoicing purposes.
- B. Access to all feature releases and upgrades for the life of the contract.
- C. Complimentary Feature Release webcasts.
- D. Two (2) hours of monthly support, including e-mail and live help. Any support time resulting from an error or bug in the software not charged to the customer. Hours do not carry over from month to month. Additional support time available for a fee.

XIII. General Terms

- A. Contract length is five (5) years. All fees will increase 2.5% annually beginning the 30th month after "GoLive".
- B. Payment Schedule:
 - 1. 75% due on signing of Letter of Intent.
 - 2. 15% due sixty (60) days after signing.
 - 3. 10% due upon first "Go-Live."
 - 4. 80% of all upfront fees are non-refundable.
 - 5. All invoices are due upon receipt.

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- C. Attachments to this Letter of Intent are expressly made a part of this agreement, and include:
1. Exhibit A: *Credible Enterprise Agency Specific Pricing Guidelines*
 2. Exhibit B: *Credible Enterprise Agency Specific Letter of Intent Modifications to Letter of Intent*
 3. Exhibit C: *Credible Current Electronic Payers*

Please indicate acceptance of this Letter of Intent by signing below and returning a fully executed copy.

Matthew M. Dorman Date
Chief Executive Officer
Credible Wireless, Inc.
10411 Motor City Drive, Suite 375
Bethesda, MD 20817

Brian Duncan Date
Executive Director
Rappahannock-Rapidan CSB
P.O. Box 1568
Culpeper, VA 22701

Attachments:

1. Exhibit A: *Credible Enterprise Agency Specific Pricing Guidelines and Hours Allocation*
2. Exhibit B: *Credible Enterprise Agency Specific Letter of Intent Modifications*
3. Exhibit C: *Credible Current Electronic Payers*

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 10/9/12

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Exhibit A: Credible Enterprise Agency Specific Pricing Guidelines and Hours Allocation
Pricing Tables valid through December 31, 2012

One Time Module Pricing	One Time Fees	Purchased	Hours
Configuration, Implementation, Transition, & Training	\$80,000	Yes	200
Billing Module	\$60,000	Yes	80
Credible Standard: Agency agrees to use Credible's current functionality and not request any custom reports, processes or features. All data is accessible through Credible BI which allows you to build custom reports and dashboards. By selecting Credible Standard, the Agency will have:	\$0	No	0
Mobile Documentation Module	\$0	No	0
FormBuilder Module 1. Economy – 1 – 50 Forms 2. Company – 51 – 200 Forms 3. Enterprise – Unlimited	\$50,000	Yes	8
Credible Business Intelligence (BI) Advanced Reporting Module	\$52,000	Yes	0
Credible eRx	\$10,000	Yes	3
Credible eLabs	\$10,000	Yes	2
Wiley Treatment Planning	\$20,000	Yes	2
DBHDS Data File	\$10,000	Yes	0
Software Escrow	\$850	Required	0
Additional Configuration Customization Additional customization hours are available at rates of \$125.00/hour for account management and \$210.00/hour for software development	\$0	No	0
Additional Training	\$0	No	0
Total One-Time Fees and Hours	\$292,850		295
Credible Discount to Agency	\$41,000		
Agency Grand Total	\$251,850		

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Monthly & Annual Recurring Licenses Fees	Purchased	Billed Monthly Fees	Billed Annual Fees																
<p>Credible Behavioral Healthcare Software Monthly User Fees</p> <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Per Month/Per User Price</th> </tr> </thead> <tbody> <tr> <td>1-100</td> <td>Base of \$3,100</td> </tr> <tr> <td>101-200</td> <td>\$20</td> </tr> <tr> <td>201-400</td> <td>\$5</td> </tr> <tr> <td>401-600</td> <td>\$2</td> </tr> <tr> <td>601-1,000</td> <td>\$1.10</td> </tr> <tr> <td>1,001+</td> <td>\$0.75</td> </tr> </tbody> </table> <p>1. Part Time Staff are billed at 33% of a full user. Agency is responsible for de-activating users in a timely manner.</p>	Number of Users	Per Month/Per User Price	1-100	Base of \$3,100	101-200	\$20	201-400	\$5	401-600	\$2	601-1,000	\$1.10	1,001+	\$0.75	Yes	\$4,840	N/A		
Number of Users	Per Month/Per User Price																		
1-100	Base of \$3,100																		
101-200	\$20																		
201-400	\$5																		
401-600	\$2																		
601-1,000	\$1.10																		
1,001+	\$0.75																		
<p>Additional Monthly Account Management Support</p> <p>1. Increase in monthly support by four (4) hours, including e-mail and live help.</p>	No	\$0	N/A																
Billing Module	Yes	N/A	\$9,000																
Mobile Documentation Module	No	N/A	\$0																
<p>FormBuilder Module</p> <table border="1"> <thead> <tr> <th>Level</th> <th># of Active Forms</th> <th>Training Hours</th> <th>Annual Fees</th> </tr> </thead> <tbody> <tr> <td>Economy</td> <td>1- 50</td> <td>4</td> <td>\$3,750</td> </tr> <tr> <td>Company</td> <td>51 - 200</td> <td>8</td> <td>\$7,500</td> </tr> <tr> <td>Enterprise</td> <td>Unlimited</td> <td>16</td> <td>\$11,250</td> </tr> </tbody> </table>	Level	# of Active Forms	Training Hours	Annual Fees	Economy	1- 50	4	\$3,750	Company	51 - 200	8	\$7,500	Enterprise	Unlimited	16	\$11,250	Yes	N/A	\$7,500
Level	# of Active Forms	Training Hours	Annual Fees																
Economy	1- 50	4	\$3,750																
Company	51 - 200	8	\$7,500																
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<p>Credible Business Intelligence (BI) Advanced Reporting Module</p> <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Per Month Price</th> </tr> </thead> <tbody> <tr> <td>1-5</td> <td>\$650</td> </tr> <tr> <td>Additional blocks of 5</td> <td>\$500</td> </tr> </tbody> </table> <p>1. Unlimited viewers are allowed.</p>	Number of Users	Per Month Price	1-5	\$650	Additional blocks of 5	\$500	Yes	\$650	N/A										
Number of Users	Per Month Price																		
1-5	\$650																		
Additional blocks of 5	\$500																		

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Monthly & Annual Recurring Licenses Fees	Purchased	Billed Monthly Fees	Billed Annual Fees																				
<p>Credible eRx - Based on Prescribers</p> <p style="text-align: center;">Prescriber Pricing</p> <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Annual Price Per User</th> </tr> </thead> <tbody> <tr> <td>1-4</td> <td>\$600</td> </tr> <tr> <td>5-10</td> <td>\$400</td> </tr> <tr> <td>11 ></td> <td>\$325</td> </tr> </tbody> </table> <p style="text-align: center;">Prescription Pricing</p> <table border="1"> <thead> <tr> <th>Type</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Electronic Prescription</td> <td>\$0.00</td> </tr> <tr> <td>Electronic to Fax Prescription</td> <td>\$0.125</td> </tr> <tr> <td>Paper Script</td> <td>\$0.05</td> </tr> <tr> <td>Paper Schedule II through V</td> <td>\$0.00</td> </tr> <tr> <td>Fax Schedule II through V</td> <td>\$0.125</td> </tr> </tbody> </table> <p>1. Agency is responsible for de-activating Prescribers in a timely manner.</p>	Number of Users	Annual Price Per User	1-4	\$600	5-10	\$400	11 >	\$325	Type	Fee	Electronic Prescription	\$0.00	Electronic to Fax Prescription	\$0.125	Paper Script	\$0.05	Paper Schedule II through V	\$0.00	Fax Schedule II through V	\$0.125	Yes	N/A	\$1,800
Number of Users	Annual Price Per User																						
1-4	\$600																						
5-10	\$400																						
11 >	\$325																						
Type	Fee																						
Electronic Prescription	\$0.00																						
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Fax Schedule II through V	\$0.125																						
<p>Credible e-Labs - Based on Prescribers</p> <p style="text-align: center;">Prescriber Pricing</p> <table border="1"> <thead> <tr> <th>Number of Users</th> <th>Annual Price Per User</th> </tr> </thead> <tbody> <tr> <td>1-4</td> <td>\$600</td> </tr> <tr> <td>5-10</td> <td>\$400</td> </tr> <tr> <td>11 ></td> <td>\$325</td> </tr> </tbody> </table>	Number of Users	Annual Price Per User	1-4	\$600	5-10	\$400	11 >	\$325	Yes	N/A	\$1,800												
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<p>Wiley Treatment Planning</p> <table border="1"> <thead> <tr> <th>Tiers</th> <th>Number of Users</th> <th>Monthly Fee Per User</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>1-100</td> <td>\$12.00</td> </tr> <tr> <td>Tier 2</td> <td>101-200</td> <td>\$8.00</td> </tr> <tr> <td>Tier 3</td> <td>201-300</td> <td>\$6.00</td> </tr> <tr> <td>Tier 4</td> <td>301-400</td> <td>\$5.00</td> </tr> <tr> <td>Tier 5</td> <td>401 ></td> <td>\$4.00</td> </tr> </tbody> </table>	Tiers	Number of Users	Monthly Fee Per User	Tier 1	1-100	\$12.00	Tier 2	101-200	\$8.00	Tier 3	201-300	\$6.00	Tier 4	301-400	\$5.00	Tier 5	401 >	\$4.00	Yes	TBD (User Count to be Determined)	N/A		
Tiers	Number of Users	Monthly Fee Per User																					
Tier 1	1-100	\$12.00																					
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Tier 3	201-300	\$6.00																					
Tier 4	301-400	\$5.00																					
Tier 5	401 >	\$4.00																					
<p>eFax Agency charged \$0.125 per outbound fax transaction annually.</p> <p>E-mail and Texting Agency charged at \$0.02 per outbound e-mail/text transaction annually.</p>	Yes (Included)	N/A	\$0																				
<p>Enterprise Level Secure Hosting & Disaster Recovery Services Credible provides for up to twelve (12) GB of storage. Agency charged at \$10/GB for any overage.</p>	Required	\$1,000	N/A																				
Software Escrow	Required	N/A	\$850																				
Total Agency Monthly & Annual Fees		\$6,490	\$20,950																				

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Exhibit B: Credible Enterprise Agency Specific Letter of Intent Modifications

Credible and Agency agree that any language found in Exhibit B shall supersede all inconsistent language contained in the Letter of Intent.

- A. Credible agrees to discount Wiley Treatment Plans from \$20,000.00 to \$10,000.00 through October 12, 2012.
- B. Credible agrees that the Agency can purchase the Mobile Module at anytime during the length of the initial contract term for \$25,000.00.
- C. Contract length is five (5) years. All fees will increase 2.5% annually beginning the 61th month after “GoLive”.
- D. Payment Schedule:
 - a. 60% due on signing of Letter of Intent.
 - b. 20% due when the Billing Matrix is completed.
 - c. 10% due upon first “Go-Live” training.
 - d. 10% due thirty (30) days after “Go-Live.”
 - e. 80% of all upfront fees are non-refundable.
 - f. All invoices are due upon receipt.

E.

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Exhibit C: Credible Current Electronic Payers

16th Judicial District Youth Court	EOHSC	Ohio Medicaid
287 Holding	EOSCH	Old Republic
A. Medicaid MA	Episode of Care	OMAP
A/AARP / United Healthcare Claims	EPHMR/County	OMHAS-PASRR
A/AARP/Medicare Complete	Erie Bearings Company	OMHAS-PSRB Mental Health
A/AARP/UHC	Erie County	One Net PPO-PO 934
A/ADVANTRA FREEDON/MEDICARE HMO	Erie County Care Management	OneNet
A/AETNA	Erie Homes For Child. & Adults	OneNet PPO
A/AETNA Us Healthcare	Erie Insurance	OneNet/MAPSI
A/APS BH Claims State Of Sc	Erie Insurance Group	Ontario Middle School
A/AR HEALTHNET/NOVASYS HEALTH	Erie Regional Chamber	Open Card - Mental Health
A/ARKANSAS COMMUNITY CARE	Erie Water Works	OptaComp
A/ARKANSAS FIRST SOURCE	Eriez Manufacturing Co.	Optima - Sentara
A/ASSURANT HEALTH	ESI EAP	Optima c/o Lazon Inc.
A/BC/BS FEDERAL EMPLOYEES/AUTH	ESI Employee Assistance Group	Optima Commercial HMO
A/BC/BS FEP	ESSENTIAL STAFF CARE/PAI	Optima Family Care
A/BC/BS Of Alabama	Essential Staffcare	OPTIMA HEALTH INS BEHAVIORAL
A/BC/BS Of California	Evercare	Optima MD HMO c/o Lason
A/BC/BS Of Georgia	Evercare Adv	OPTIMA MEDICAID
A/BC/BS Of Iowa	Evercare LTC	Optimum Choice
A/BC/BS Of Kansas	EVERETT FOX INS CO	Optimum Choice PO 932
A/BC/BS Of Oklahoma	EWTF-Electrical Welfare Trust Fnd	Optium Health
A/BC/BS Of Tennessee	EXCELLUS	Optum Behavioral Health (Medicare
A/BCBS	FA PT	OPTUM HEALTH - CARE IMP PLUS
A/BCBS MEDIPAK ADVANTAGE	FAM & Youth Serv	OPTUM Health Behavioral Solutions
A/Blue Advantage	Family Care	OPTUM HEALTH EMPIRE PLAN
A/Bmi Health Plan	Family Care (Premier)	Optum Health New Mexico
A/Care Improvement Plus	Family Life Insurance Company	OPTUM HEALTH PLAN
A/Central States Ins/ Ups	FAMIS Medicaid	Optum Medicare
A/Champ Va / Magellan Behavioral	FAYCO	Optumhealth
A/Champva Center/Hac	Fayette County	OR Child Development Center
A/Cigna	Fayette County Children And Youth	OR-MMIS
A/Cigna Healthcare	Fayette County COF	Oregon DHS
A/Colonial Penn Life Ins Co	Fayette County Crisis COC	Oregon DHS (ACT)
A/Commercial Travelers Ins.	FCDVG	Oregon DHS(HK)
A/Compsych Ins	FCE Benefit Admin. Inc	Oregon DHS(QMB)
A/Connecticut General Life Ins Co	FEDERAL BCBS	Oregon DHS(SA)
A/Consolidated Health Plan	Federal BCBS (prime to MCD)	Oregon DHS(Std)
A/Continental Life Ins Co	Federal Employee P	Oregon Youth Authority-Malheur Co
A/CORPHEALTH INC/LIFESYNCH	FEI Behavioral Health	Other County

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A/COVENTRY HEALTH CARE	FEP HIGHMARK	Other Insurance - Priv Pay
A/COX SYSTEMS INS CO	FiberMark	Out of County MCO
A/EAGLE RIDGE CORP	First Choice	Out Patient Clinic MA
A/EVOLUTIONS HEALTHCARE SYSTEM	FIRST CHOICE HEALTH ADMINISTRATOR	OVR-Office of Vocational Rehab
A/FEDERAL BCBS/MAGELLAN	First Choice Health Network	OXFORD HEALTH
A/FMH BENEFITS	First Choice Ins.	Oxford Health Plan
A/GEHA	First Health Insurance	OXFORD LIFE INS CO
A/GOLDEN RULE INSURANCE COMPANY	First Hlth & Hlth Life / MCR ADV	OZARK ELECTRIC/CBA
A/GREAT WEST LIFE	FIRST NIAGARA RISK MANAGEMENT	OZARK OPPORTUNITIES
A/GREENTREE ADMINISTRATORS	FIRST PRES. CHURCH OF TH COVENANT	PA Blue Shield
A/HEALTH ADVANTAGE	FIRST SOURCE	PA CHARTER SCHOOL
A/HEALTH ADVANTAGE /REFERRAL	First Student	PA Crawford County MH/MR
A/HEALTH LINK	FirstChoice Health Admin	PA Crawford Value Options
A/HUMANA	FISERV HEALTH / UMR	PA Cyber Charter School
A/HUMANA/MEDICARE POLICY	Flight Care Ins Plans 9524	PA Dept of Public Welfare
A/MAGELLAN BEHAVIORIAL HEALTH	Flinchbaugh Engineering EAP	PA DEPT OF PUBLIC WELFARE
A/MAIL HANDLERS CLAIMS/ UBH	FMH Benefit Services	PA Erie County D & A
A/MEDIPAK	FMH BENEFITS	PA Erie County VBH (Base)
A/MH NET	FMH Coresource	PA Erie Value Options
A/QUALCHOICE/ AUTH	FMHDE	PA Learners On Line
A/R Billed C&E Activity	FORESTVIEW SKILLED NURSING CTR	PA Medicaid
A/SIMMONS INDUSTRIES/ SB HOWARD	Fort Cherry School	PA Medical Assistance
A/TRICARE FOR LIFE	Foundation for Burn&Trauma	PA Virtual Charter School
A/TRICARE SOUTHWEST	Fox Chapel School	PABS
A/UNITED BEHAVIORAL	Frances Mahon Deac Hosp	Pacific Source Community Solution
A/UNITED BEHAVIORAL HEALTH	Frank Vaccaro and Assoc.	Pacific Source Health Plans
A/UNITED HEALTHCARE	Franklin Regional School	PacifiCare
A/UNITED HEALTHCARE RIVER VALLEY	Franklin/Fulton County Program	PacificCare Behavioral Health
A/USABLE / BLUE ADVANTAGE	Frazier School District	PacificSource Health Plans
A/USABLE/NEW DIRECTIONS OF KS	Freedom Life Insurance Co. of Ame	PAI
A/UTAH LABORERS HEALTH & WELFARE	GALLAGHER BASSETT	Palmetto GBA
A/VALUE OPTIONS	GAMC	Palmetto GBA RailRoad
A/WAL-MART/ BLUE ADVANTAGE	GAMC (MNITS)	Palmetto GBA Railroad Service Cen
A/WINDSOR MEDICARE EXTRA	GAMC ACT	PALMETTO GBA RR MEDICARE
A/WOODMEN OF THE WORLD	GAMC IRTS	Palmetto GBA-Medicare
A/ZURICH AMERICAN INSURANCE	GANNONDALE	Pan American Life
AAC /Risk Management Services	Gateway Assured	Pantano
AARP	GATEWAY HEALTH ALLIANCE	PARAMOUNT HEALTH
AARP / MCR ADV	Gateway Health Plan	Pathways
AARP / UNITED HEALTHCARE CLAIMS	GATEWAY HP MEDICARE ASSU	PBA
AARP Health	Gateway HP Medicare Assured	PBH
AARP Health Care	Gateway Medicare	PCCD

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AARP Health Care Opt	Gateway Medicare Assured	PDSC Accounts Payable
AARP Health Care Options	Gateway School District	PEACE CORP HEALTH BENEFITS
AARP Health Options	GATEWAY-MEDICAID	Penn Behavioral Health
AARP Healthcare Options 9101	GAUDENZIA CENTRAL REGIONAL OFFICE	Penn Hills School
AARP MC SUPP	GBG	Pennsylvania Blue Shield
AARP Medicare Complete	GCTGR	PENNSYLVANIA EMPLOYEE BENEFIT TRU
AARP UHC	GE CLAIMS	PENNSYLVANIA LIFE INSURANCE
AARP-PO 740819	GE MED BEN CLAIMS	PERSEUS HOUSE
AARP/MEDICARE COMPLETE	GE RETIREMENT PLAN	Personal Choice
AARPO	GE/OPTUM HLTH BEHAV SOLUTIONS	Personal Choice-PO 69352
ABHA Claims Department	GEHA	Peters Township School
Abrazo Advantage Health Plan	GEHA MENTAL HLTH CLAIMS	PFFS UHCIC CLAIMS
ACCESS EAP	Geico Car Insurance	PH Tech
Accountable Behavioral Health All	Geisinger Health Plan-PO 8200	PHCS
ACE AMERICAN INSURANCE CO.	Geisinger Insurance	Phila
ADAP	GENERAL CASUALTY	Philadelphia Corp. Aging/PCA Wai
ADJC A	General Revenue	Philadelphia Corp. Aging/PCO
ADJC B	GENWORTH FINANCIAL	Phillips County
ADJC C	Gerber Life	PHP
ADJC D	Gerber Life Insurance	Physicians Health Choice
ADJC E	Gettysburg Health Administrators	PHYSICIANS MUTUAL
Administrative Concepts	GHI	PHYSICIANS MUTUAL INSURANCE CO
ADMITTED: 8/28/2008	GHI - City of New York Health	Piedmont Comm. Hlth. Plan
Adrian School District	GHI-MCS	Pine-Richland School District
Advantage	GHP	PINEVIEW RECOVERY CENTER
Advantage Health Sol /MCR ADV	Gila River - AHCCCS	Pinnacle Medicare Svcs 03
Advantra Freedom	Gila River Tribe LTC	Pioneer Life Insurance
Advantra Freedom / MCR ADV	Gilsbar	Pittman & Associates
ADVANTRA FREEDOM MEDICARE	Gilsbar Inc.	PITTMAN ASSOC.
ADVANTRA SILVER MEDICARE	Gilsbar Insurance	Pittsburgh Environmental Charter
ADVANTRA/MEDICARE	GMP	Pittsburgh Public Schools
ADVHP	GMP Employer Retire Trust-MCS	Plan Administrators Insurance
Aetna	GOBHI	PLASTEK
Aetna (EAP) Special Billing Form	GOLD	Plum School District
AETNA - MAGELLAN B H	Golden	Plumbers & Pipefitters
AETNA 9533	Golden Rule	PMA Group
AETNA Behavioral Health	Golden Rule Ins Co	PMA Man.Corp. PO 25250
Aetna Choice POS II	Golden Rule Insurance	PMA-Customer Service
Aetna Claims	Golden Rule Insurance Company	PMHCP - BCBS
Aetna EAP	GOLDN	PMHCP - Health Partners
Aetna Health Inc	Government Emp. Hospit Associatio	PMHCP - Medica
Aetna Health Plan	Government Employee Health Assoc.	PMHCP - Medica SNBC/PIN

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AETNA HMO	GPA	PMHCP - Ucare
AETNA IL	GRAND ITASCA CLINIC AND HOSPITAL	POMCO
Aetna Life Insurance	Gray Zone	POMCO GROUP
Aetna Life Insurance - KY	GREAT LAKES HOME HEALTH. SERV.	POS
Aetna Life Insurance Company - KY	Great West	PPC
Aetna Life Insurance Company - TX	GREAT WEST HEALTH PLAN	PPHN
Aetna Medicare	GREAT WEST LIFE	PPHN - South Central Preferred
Aetna Medicare HMO-PO14089	GREAT WEST LIFE INPATIENT	Prairie County
Aetna Medicare Plan	GREAT-WEST HEALTHCARE	Preferred Administrators
Aetna Open Choice PPO	GREENE	Preferred EAP
Aetna POS	GREENE SCA	Preferred One 837i
AETNA PPO	GreyZone	PREFERRED PROVIDER HEALTH NET
Aetna PPO NAP	Grosfillex	PREFERREDONE
AETNA SCA	Group Administrators	PreferredOne
Aetna Signature	Group Administrators Ltd	Premera Blue Cross
Aetna SRC	Group Health	PREMIERCARE
AETNA TX	Group Health Options	PREMIERCARE/NOVASYS
Aetna US Healthcare	GWHEA	Primary Phys. Care
AETNA US HEALTHCARE	GWN	PRIMARY PHYSICAN CARE
Aetna US Healthcare - TX	Hamburg School District	PRIME WEST INSURANCE COMPANY
Aetna US Healthcare HMO	HAMOT SURGERY CENTER	PRINCIPAL FINANCIAL GROUP
Aetna USHC	Harrington Benefit Services	PRINCIPAL LIFE
AETNA USHEALTHCARE- 610	Harrison Electrical Trust	PRINCIPAL LIFE INS
Aetna-El Paso Box06	Harrison Electrical Workers	Principal Life InsCo
Aetna-P.O. Box 981106	Hartford Insurance	Principal Life Insurance - CO
Aetna-Value Options	Hartford Life & Accident	Principal Life Insurance Co 909
AETNA/ INPATIENT	Head Start	Principle Life Ins. Company
Aetna/US Healthcare PPO	Health Adv (primary to MCD)	Priority Health
AFC MA	HEALTH ADVANTAGE	PRIORITY PARTNERS
Affiliate Network	Health Advantage	PRIOROTY PARTNERS PAC
AFTRA HEALTH AND RETIREMENT FUND	Health Advantage 9012	PRIVATE HEALTHCARE SYSTEMS
AHCCCS	HEALTH AMERICA	Private Pay
AHCCCS FFS	HEALTH AMERICA 1	Private Pay - Special
AIG-WC	HEALTH AMERICA ADVANTRA	PRN
AITKIN COUNTY H & H SERVICES	HEALTH AMERICA GEHA	Progressive
AIU	HEALTH AMERICA ONE	Progressive Auto
ALBEMARLE CO SOCIAL SERVICES	Health America Private Plan	Propel Charter School
ALDA	HEALTH AND WELFARE FUND	Providence
ALL	Health Assur.-Medicare	Providence Behavioral Health
Alleghany Co. District Courts	Health First TPA	Providence Health Plan
Alleghany Highlands School Board	Health Future	Providence Health Plan (PHP)
Allegheny County	HEALTH LINK	Providence Perferred

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Allegheny County CYF	Health Link 9531	Providence PPO
Allegheny County JC	Health Net	Provident American Life & Health
Allegheny Intermediate Unit 3	Health Net Claims	PROVPBH
ALLEGIANCE	Health Net Federal Services	PSCS - MHO
Allegiance Benefits Plan Mgt	HEALTH NET MEDICARE	PSHP
Allen County Fosterhope	Health Options Program	Public Employee Claims Div 1015
Alliance PPO	HEALTH PARTNERS	Public Employee Ins. Agency
Allied Benefit Systems	Health Partners Claims	Punxsy School District
Allied Benefits	Health Partners Commerical	Pyramid Claims
ALLSTATE	Health Partners GAMC	Pyramid Life
ALLSTATE LIFE INSURNACE	Health Partners MA	Pyramid Life / MCR ADV
ALLSTATE WORKPLACE DIVISION	HEALTH PLAN SERVICES	Pyramid Life 9317
AmberBen Solutions	Health Scope	Pyramid Life Insurance
Ambridge School	Health Smart	Pyramid Life Insurance- Florida
AMCO	HealthAmer/HealthAssur(KY)PO 7089	Pyramid Life Insurance-Houston
AMCO 9320	HealthAmer/HealthAssur(KY)PO 7142	Pyramid Life-MA
AmeriBen	HealthAmer/HealthAssur(PA)3721Tec	Pyramid Life-TX
AmeriBen/IEC Group	HealthAmerica/HealthAssurance	Q01
America Behavioral Health	HealthComp	QMB MEDICAID
American Behavioral	HealthEOS	QMB Medicaid 41
American Behavioral Managed Care	Healthkeepers HMO	QMBA
AMERICAN CONTINENTAL	Healthkeepers Plus	QTC Medical Services
American Continental	Healthkeepers Plus Prio	Quaker Valley School District
American Continental 9522	Healthlink	QUALCHOICE
American Continental Insurance Co	Healthlink 9133	QUALCHOICE /NO AUTH
American Electric Power	Healthnet	Qualchoice 9033
American Family Insurance Group	HEALTHNET FEDERAL SERVICES	Quest BH-PO 1032
American Medical Security	Healthnet/MHN	Quest EAP
American Prog MC. PO 742568	HEALTHNOW ADMIN SERVICES	Quest-1803 Mt. Rose Avenue
American Progressive	HealthPartners	Quest-P.O. Box 1032
American Progressive-PO 391888	HealthPartners Claims	R L Johnston
American Psych Systems	HealthPartners Comm	RAILROAD MEDICARE
AMERICAN TURNED PRODUCTS	HealthPartners MNCare	Ramsey ACT MA
Americas 1st Choice / MCR ADV	HealthPartners MSHO	Ramsey County
AMERICHoice	HealthPartners PMAP	Randolph County Fosterhope
AMERICORPS	HealthPlan Claims	Reach EAP
AMERIGR	Healthscope	Records
AMERIGR PAC	Healthscope Benefits	Reg Blue Crs Federal
Amerigroup	HEALTHSCOPE BENEFITS INC	Regence
AMERIGROUP FAMIS	HealthSmart Benefit Solutions	Regence BCBS
AMERIGROUP MCD	Healthsprings	Regence Blue Cross
Amerigroup Virginia	HEALTHY MONTANA KIDS	Regence BlueShield

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Amerihealth	Hennepin ACT MA	Regence BlueShield/Boeing Claims
Amerihealth Adm.-PO 1089	Hennepin County	REGIONAL CANCER CENTER
Amerihealth Administrators	Hennepin Health PMAP	REGMEDAD
Amerihealth PA	Henry County DFC	Rehab Disab. Services VA
Anoka ACT MA	Herbert & Louis	Rehab Disability Ser KY
Anoka County	Herbert & Louis Gambling	Reserve National
Antabuse	HGS Administrators	RESERVE NATIONAL INS CO
Anthem	HIGH MARKHM KEYSTONE HEALTH PLAN	RESOURCE ONE ADMINISTRATORS
Anthem BC/BS	HIGH PRESSURE EQUIPMENT CO.	Richland County
Anthem BC BS FEP	Highmark	Rider 65
ANTHEM BC/BS PPO	Highmark Keystone Blue	Ringgold School
Anthem BCBS	Highmark (Local)	RIP/ATS
Anthem BCBS / MCR ADV	Highmark - P.O. Box 890062	RISK ADMINISTRATION SERVICES
ANTHEM BCBS OHIO	Highmark - P.O. Box 890173	RLMC - HOSP EAP
Anthem Blue Cross	Highmark - P.O. Box 898854	Rock Mountain EAP
Anthem Blue Cross Blue Shield	Highmark Anthem BCBS	Rocky Mt Tribal ATR
Anthem Blue Shield-120 Monument C	HIGHMARK B/S	RRMCR
ANTHEM EAP	Highmark BC/BS	RSPMI ADULT MEDICAID
ANTHEM FAMIS	Highmark BCBS (0161)	RTW
ANTHEM HEALTH	Highmark Blue Chip HMO	RURAL CARRIER
Anthem Health Plans of Virginia	Highmark Blue Shield	RURAL CARRIER BENEFIT PLAN
ANTHEM HEALTH PLANS OF VIRGINIA 2	Highmark BlueCross BlueShield	Rural Carrier Benefit Plan
Anthem Healthkeepers	Highmark BS (8819)	S CALIFORNIA BAKERY AND CONFECT
ANTHEM MCD	Highmark BS Trad. PO 890173	S.B. HOWARD- INPATIENT
ANTHEM MEDICARE ADV PFFS CLAIMS	Highmark Capital BC/BS	SA Womens Set Aside
Anthem Medicare Preferred	HIGHMARK CASUALTY INSURANCE	SAFE COURT
Anthem Trigon Keycare	Highmark CHIPP	SAFE HARBOR BEHAVIORAL HEALTH
Anthem-Personal Hlth Care-BCBS	Highmark Classic Blue	Safe Schools Coverage
AOC	Highmark Direct Blue	Sagamore
AOC B	Highmark Fed Employee PPO	SAGAMORE HEALTH NETWORK
APS Health Care	Highmark Federal BC/BS	SAIF Corporation
APS Healthcare- PO 1440	HIGHMARK FEP	SALEM VA MEDICAL CENTER
APWU	Highmark FEP Claims-PO 890062	San Carlos LTC
AR BCBS 100	Highmark Freedom Blue	Sand Creek EAP-610 Main St.
AR BCBS 801	HIGHMARK INDEMNITY	SBGRN
AR BLUE SHIELD-8371	Highmark Keystone Blue	SCAN Health Plan AZ
AR Community Care	HIGHMARK MAJOR MEDICAL	SCAN Long Term CARE
AR DEPT OF HEALTH	HighMark MC 2ndary Payer	SEABHS
AR DEPT OF HUMAN SVCS	Highmark Medicare	Seafarers Welfare Plan
AR First Source 9353	Highmark Personal Choice	SECONDARY MEDIPAK
AR HEALTHNET/NOVASYS HEALTH	HIGHMARK PPO BLUE	Secondary Tricare
AR MEDICARE PART B	Highmark Premier Blue-PO 890173	Secondary Value Options

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Ar Rehab Services	Highmark Security Blue	Secondary Windsor
AR REHABILITATION SERVICES	Highmark Security Blue HMO	SECURE HORIZONS
ARCADIAN HEALTH MEDICARE	Highmark Select Blue POS	Secure Horizons / MCR ADV
Arcadian/Texas Community Care	Hillco LTD	SECURE HORIZONS DIRECT MEDICARE
Arizona Physicians IPA	HIP - Anthem	Secure Horizons Medicare
ARKANSAS BCBS	HIP - Mdwise Americhoice	SECURE HORZ. 31362
ARKANSAS BCBS 1	HIP-Cenpatco	SECUREHORIZON
ARKANSAS BCBS 2	Hlthkprs Plus Medicaid Anthem	SecureHorizons Direct PFFS
Arkansas Blue Cross Blue Shield	HM Benefits Administrators	Security Choice PFFS
Arkansas BlueCross Blue Shield MC	HM Blue Chip	SEDGWICK CMS
ARKANSAS COMMUNITY CARE	HM Direct Blue	Select Benefit Admin of America
Arkansas Crime Victims 908	HM Freedom Blue	Select Benefit Admin.
ARKANSAS FIRST SOURCE	HM Freedom Blue PPO	Select Benefit Administrators
Arkansas Medicaid	HM Keystone Blue	Select Care
Arkansas Medicare	HM PAR W INDEMNITY	SELECT CARE/LABOR CARE
Arkansas Property & Casualty Gua	HM PAR W PREMIER	Select Health
Arkansas Rehabilitation	HM Pref Blue/Premier	SELECTIVE INSURANCE CO
Arkansas Rehabilitation 06	HM PREMIER LCSW	SELF PAY
ARKANSAS REHABILITATION SERVICES	HM PREMIER PSYCHIATRY	Seneca Valley School
ARKID	HM PREMIER PSYCHOLOGISTS	Service Access Management
Arkids A	HM Security Blue	SEVEN CORNERS
Arkids B	HM SECURITYBLUE - FREEDOM BLUE	SFM THE WORK COMP EXPERTS
ARMHS MA	HM Select Blue	SFRDC
Armstrong/Indiana BDHP	HMA	Shaler School
ASI	HMRK BLUE SHIELD MC CRS	SHARP
ASI-TRICARE SUPP	HMRK SELECT BLUE POS	Sharp Inc
Associated Compensation Resources	HMSA	Sheet Metal Workers National
Association & Society Ins. Corp	Holding	Sheet Metal Workers: SMW PLUS
Assurant Health	Hometown Health Plan	SHENANDOAH LIFE INSURANCE COMPANY
Assure Care	HOP Administration Unit	Sheridan County
Assured Benefits	HOP Administration Unit-MCS	SHM
ATTORNEYS	Hopewell School District	Sidney Health Care
Aultra Admin Group	Horizon BCBS of New Jersey	SIERRA HEALTH & LIFE
Autism Private Pay	Horizon EAP	SIGNALTECH
Avalon Insurance Company	Horizon Health EAP	Signature Care
Avantra Freedom	Horizon Health(EAP)Spec.Form	Significa
AVI Risk LLC	HORSES FOR HEROES	Significa Benefit Services
AVMA GROUP HEALTH and LIFE INS	HPS HEALTHCARE	SIMPLIFI ESO
Avonworth Elementary	HSCSN	Sisco
Baldwin Whitehall School	HUMANA	Sliding Scale
Bankers Life	Humana - Lexington	SMACKOVER PUBLIC SCHOOLS
Bankers Life & Casualty	Humana - Louisville	SMI FUNDS

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Bankers Life & Casualty Company	Humana Behavioral Health	SMW Local 100 Health Fund
Bankers Life 105652	Humana Claims	Soc Sec Admin Fed Dis
Bankers Life and Casualty	Humana Claims Office	South Allegheny School
Bankers Life and Casualty Company	Humana Gold / MCR ADV	South Arkansas Youth Services
Bartholomew County Foster Hope	Humana Gold Choice	South Central Preferred-PO 2347
BC	Humana Gold Choice Medi	SOUTH COUNTY HEALTH ALLIANCES
BC & BS of Illinois	HUMANA GOLD CHOICE MEDICARE	South Fayette School District
BC BS Federal Employees	Humana Insurance Co	South Park School District
BC BS of Roanoke	Humana Medicare	SouthEast Comm Care
BC Highmark Major Medical	Humana Medicare Gold Plus	Southern Health Commerical HMO
BC Western PA	Humana Medicare Supplement	Southern Health Medicaid
BC/BS	Humana Medicare-PO Box 14601	SOUTHERN HEALTH SERVICES INC
BC/BS FEDERAL EMPLOYEES	Humana Military Healthcare Tricar	Southern Health-Richmond
BC/BS Federal Employees Program	HUMANA/MEDICARE POLICY	Spina Bifida
BC/BS FEP	IBC Personal Choice	SPRINGHILL SR. LIVING COMM.
BC/BS FEP PROGRAM	IBC Professional PPO	SRS
BC/BS Highmark	IBH	STARBRIDGE/ CIGNA HEALTHCARE
BC/BS Major Medical	ICHIA / Anthem	Starmark
BC/BS of Florida	IHC	STATE AUTO MUTUAL INS CO
BC/BS of GA	IHN	State Farm
BC/BS OF MT	Immigration Health Services	STATE FARM HEALTH CARE
BC/BS PO 5077 NY	IMS	State Farm Health Ins.
BC/BS Secondary	IMS OMNI Insurance Mgmt	State Farm Insurance
BC/BS Security Blue-MC	IN Labors Welfare Fund / MCR ADV	State Farm Medicare Claims
BCBS	Independence Administrators	State Farm PO 3070
BCBS (primary to MCD)	Independence BC/BS-PO 69352	State Farm-PO 41
BCBS Blue Card Out	Independence Blue Cross	State Fund
BCBS CHIP/Keystone	Independence Blue Cross Blue Shie	STATE FUND MUTUAL COMPANIES
BCBS Comm	INDEPENDENT BC	State Insurance Fund
BCBS Comm 837i	INDEPENDENT BCBS	State Mutual Insurance Company
BCBS Commercial	INDEPENDENT HEALTH	STATE OF ARK TXX PROGRAM
BCBS FEP	Independent Medical Systems	State of NJ-Victims of Crime
BCBS IN ROADS MAGELLAN ANTHEM	INDEPENTENT BLUE CROSS OF PA	State of Utah
BCBS MA	Indiana Labors Welfare Fund	STATE OF WA DEPT OF LABOR
BCBS MEDIPAK ADVANTAGE	Indiana Teamsters	Steel Valley School
BCBS of AZ	Indiana Univ Health Plans/MCR ADV	STERLING
BCBS of AZ Admin Enter	Indiana University of PA	Sterling Insurance Company
BCBS of Illinois	Ineligible	STERLING INVESTORS LIFE
BCBS of MN	INFORMED	STERLING LIFE INS PFFS MCRE
BCBS of TN	Injured Workers Insurance Fund	Sterling Life Insr Co.
BCBS SNBC	Innerface EAP	STERLING OPTION 1
Beaver Area School District	Innovati	Sto Rox School

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BECK PRIDE CENTER	INSERVCO INSURANCE	STONEBRIDGE LIFE INS CO
BEECH STREET CORP	Insurance Adm. Of America	STRATEGIC INS CO
BEECH STREET INS./WPS	Integrated Behav. Health PO30018	STRATEGIC RESOURCES CO.
Behavioral Consultation	Integrated Behavioral Health	Student Assurance Services
Belle Vernon School	INTEGRATIVE BEHAVIORAL HEALTH	Student Resources
Benefit Administrative Systems	Interest Payments	Suburban Health Organization
Benefit Assistance Corp.	Interface EAP	Summa Care
BENEFIT COORDINATION	Intergrated Behavioral Hlth	SUMMIT AMERICA
BENEFIT COORDINATORS COR	Intergroup Benefitsource Inc	Summit County ADM - CSS
BENEFIT MANAGEMENT INC	INTERGROUP SERVICES CORP.	Sun City BHO
Benefit Support Inc 948	Interplan	SUPERIOR INDUS/BC/BS OF CA
BENESIGHT	Interwest	SUPPORTIVE LIVING SERVICES
BENTON COUNTY DRUG COURT	Interwest Health Trustmark	Supreme Court of Virginia
Berks Career and Technology Cente	IRTS MA	Susquehanna Software-ACM
Berks County Children & Youth	Itasca County HRA	Susquehanna Software-REP
Berks County JPO	ITASCA COUNTY POS CD	SWAN
Berkshire Health Plan	ITASCA MEDICAL CARE	Sylvan Heights Science Charter Sc
Bethel Park School	ITASCA MEDICAL CARE - MSHO	Symmetry
Bethel School District	ITT HARTFORD INS	TCM MA
Bienvivir Senior Health Services	IU / SIHO	Tenet Sierra Providence
Billing-Medicare Supplement	IUBH/UHC EAP (Optium/Life Era)	Texarkana Community Care
Biodyne	IWIF Workers Comp Insurance	Texas Community Care
Blackhawk Int School	Jackson Cty DHS	The Hartford
BLCROS	JAI	The Health Plan
BLILEY TECHNOLOGY	JAI PAC	The Holman Group
Block Grant Adult 17	Jay County DFC	The J.P. Farley Corp.
Block Grant Children 16	Jay County Fosterhope	The Wellness Corporation
BLUE ADVANTAGE	JBH	THREE RIVERS CTR FOR INDEP LIV
Blue Advantage Admin	JBH ICTS	Three Rivers Preferred
Blue Advantage Administrators	JBH ITS	Tidewater Elec.Industry
Blue Card PPO	JBH KCMH	Timber Products Manufacturers
BLUE CROSS - BLUE PLUS	Jefferson Behavioral Health MHS22	Tioga County
Blue Cross and Blue Shield of TX	Jefferson Claims Department	Tippecanoe County Fosterhope
BLUE CROSS BLUE SHIELD	Jennings County DFC	Title XVIII
Blue Cross Blue Shield FEP	JFCS	Title XX
Blue Cross Blue Shield of Arizona	JOURNEYS DES	Title XX Adult 43
BLUE CROSS BLUE SHIELD OF MD	JP Farley Corporation	TOBACCO CONTRACT
Blue Cross Blue Shield of Montana	Juvenile Dept.-Malheur (MHS)	TODAYS OPTION MEDICARE PART B
BLUE CROSS BLUE SHIELD OF NC	Kaiser	Today's Options Medicare
Blue Cross Blue Shield of Oregon	Kaiser Permanente	Total Life Care
Blue Cross Blue Shield of Texas	KANSAS ADVANTRA MEDICARE ADVAN	TOWER LIFE INSURANCE
Blue cross Federal Employee	Key Benefit	TPCIGA - workers comp insurance

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Blue Cross of Western Penn	Key Benefit Admin. / MCR ADV	TPI - Golden Rule
Blue Cross PPO	Key Benefit Administrators	TPI - Mercy Care Plan
Blue Cross-Blue Plus-Institutiona	KEYBC	TPI Aetna Healthcare
Blue Cross-FEP	Keystone Health Plan East	TPI American Health Group
Blue Cross/Blue Shield	Keystone Mercy Health Systems	TPI Argus Health Systems
Blue Cross/Blue Shield-FEP	Keystone Oaks School	TPI Banner Health
Blue Cross/Shield Oregon	KHPE	TPI Blue Cross Blue Shield
Blue Plus	KHPE Magellan	TPI Cigna
BLUE PLUS MEDICARE	Kingston Services Center	TPI Coventry Health Care
Blue Shield Major Medical	Klais & Company	TPI HealthNet
Blue Shield of California	Klamath City School District	TPI Humana
Blue Shield/Federal Employees	Klamath County Corrections	TPI MEDCO
BlueAdvantage Adm of AR 802	Klamath County Mental Health Cris	TPI MHN
BlueCross Blueshield	Klamath County School District	TPI MMSI
BlueCrossBlueShield of MS	Klamath Tribal Health Contract He	TPI UMR
BMI	Klamath Tribes	TPI United Behavioral Health
BMI HEALTH PLAN	Klamath Tribes Emp Health Plan	TPI United Healthcare
Boilermakers	Knox County Fosterhope	TPI Walgreens
BOISE	Knox Law	TPI Wellpoint
Boone County Foster Hope	Kooch County POS	Trailblazer
Boscovs	Koochiching County Social Service	Trailblazer MC-2ndary Payer
Bradford County	KSECBL	TRANSAMERICA LIFE
Bravo	La Frontera	TransAmerica Life Insurance Comp.
Bravo Health	Laborers AG Trust	TRAVELERS
Bravo Health-PO981706	LACF	Travelers Indemnity Co 9345
Brenntag Northeast	Lake County Human Services	Treatment Court
Brentwood Industries	Lane Care MHO	Tri Care - P.O. Box 870140
Brentwood School	LANECARE	Tri Care/West Region Claims
Bridgestone Americas Holding Ins	LASON INC	Tri West
Bridgeway AZ Adv	Latrobe School District	Tri-Care North Region / MCR ADV
Bridgeway LTC	Law Reform (AHCSB)	Tricare
Brierfield Claims 9523	Lawrence County MH/MR	TRICARE (SECONDARY)
BRITISH CAYMANIAN	LC/SM	TRICARE - WEST REGION CLAIMS - WP
BRMS	LCDVG	Tricare CHBP Claims
Broadspire-WC	Liberty Behavioral	TRICARE CLAIMS NORTH REGION
Brodsky Grant	LIBERTY MUTUAL	TRICARE EUROPE
Buckeye Comm Health Meds	Liberty Mutual Group	TRICARE FOR LIFE
BuckeyeComm Health Plan	Liberty Mutual Group-WC	Tricare for Life-MCS
BUNCH AND ASSOCIATES	Liberty Mutual Ins Co	TRICARE LIFE/WPS
Business Health Services	LIBERTY MUTUAL INSURANCE	Tricare North Secondary Payer
Butler County CYS	LIBERTY MUTUAL SYR	Tricare North Region Claims
BVR/Rehab Services Comm	LIBERTY MUTUAL WC	Tricare Region 1 Claims

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C & O Hospital Assoc	Liberty North West	Tricare Regions 2 and 5
C.R.E.S.C.	Life Management Associates LMA	Tricare South Region
CA WEST	Life Projects	Tricare South Region 1000
CA-PRTF	LIFE SOLUTIONS	TRICARE SOUTHWEST
CADI MA	Life Solutions EAP	Tricare WPS
Cambria County MHMR	Life Strategies	Tricare-PO Box 870140
Cambridge Intergrated Services	LifeSync 9138	Tricare/Champus
Canon McMillan School	LIFESYNCEAP	TRICARE/PGBA TRICARE CLAIMS
Canton Elementary School	Lifesynch	Trinity School
Capital Adv Medicare-PO52066	LIFESYNCH	TRIWEST
CAPITAL BCBS	LifeSynch	TriWest Healthcare
Capital Blue Cross	Lifesynch (primary to MCD)	TriWest Healthcare Alliance
Cardinal Advantage	LifeSynch EAP	Tropical
Care Improvement Plus	Lifewise	TRUE BLUE ARBCBS
Care Improvement Plus-Salt Lake	LifeWise Health Plan of WA	True Blue PPO
Care Improvement Plus-Scranton	Lifewise of Oregon	TTLXX
CARE PREMIERE PLUS	Linco	Tuality
CAREAssist	LINEC	Tulpehocken Area School Dist
Carebridge EAP	LINECO	TYSON
Carebridge(EAP)Spec.Form	LINECO (VALUE OPTIONS)	Tyson (primary to MCD)
CAREFIRST BCBS	LINECO BENEFIT FUND	TYSON FOODS/CIGNA HEALTH CARE
CareFirst BCBS MD	Lineco Benefits	U.S. DEPT OF LABOR
Carefirst Blue Choice	Linn County Mental Health	U21 CHILD MEDICAID
Carefirst Blue Preferre	Local 126	UBH
CareFirst BlueChoice Claims Divis	Local Acute Patient Services 07	UBH 30760
Carefirst FEP	LOESEL-SCHAAF INSURANCE AGENCY	UBH (Medica) Comm
Carefirst NASCO Claims	Logisticare Inc	UBH (Medica) GAMC
Carefirst NCA-GHMSI	Loomis Company	UBH (Medica) MNCare
Carefirst-PO 10104	LOOMIS GROUP	UBH (Medica) MSHO
Carefirst-PO 14116	Lower Dauphin School District	UBH (Medica) PMAP
CAREI	Loyal American	UBH (Medica) SNBC
CARENET MCD	LOYAL CHRISTIAN BENEFIT ASSOC.	UBH (primary to MCD)
CareOregon	LTC Mercy Care	UBH Claims
CareOregon Advantage	LW	UBH EAP
CareSource Advantage HMO	M-57	UBH Hospital
Careworks-WC	M.D. IPA	UBH Mail Handlers
CARILION CLINIC MEDICARE HEALTH	MA	UBH(EAP)Spec. Form
Carlynton School	MA (Crossover)	UBH-Chip
CAROLINA BEHAVIORAL HEALTH ALLIAN	MA (Medicaid)	UBH-EAP
Carpenters Health & Security Plan	MA (Medicaid) SNBC	UBH-Health Assurance-PO 30757
Carter County	MA / D&A	UBH-P.O. Box 30755
Casa de los Ninos	MA ACT	UBH-P.O. Box 30757

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Cascade EAP	MA IRTS	UBH-P.O. Box 30760
CASS COUNTY POS	MACO HEALTH CARE TRUST	UBH-United Behavioral Health
CBA	MACSIS Levy Funded	UBH1
CBC-PO 779503	Madison County Fosterhope	UBHC
CBH	Magellan	UBHCT
CBH 1235 Pine	Magellan PO 1958	Ucare
CBH Community Behavioral Health	Magellan (EAP)Spec. Form	UCARE - MEDICARE
CBH Jamison	Magellan - Adult GMHSA	Ucare Commerical
CBHNP	MAGELLAN - LOWES	Ucare GAMC
CBHNP-PA Health Choices	Magellan - Psychological	Ucare MA
CC/CASSP - SCHOOL BASED	Magellan - QCare Network	Ucare MNCare
CC/DHHS- CHERYL POPE	Magellan - SWNet - IOPSA	UCare MSHO
CC/FAYETTEVILLE PUBLIC SCHOOL	Magellan - SWNet - Non-Title XIX	UCare PMAP
CC/IEP/ GRAVETTE PUBLIC SCHOOLS	Magellan - SWNet - Sex Behav Prog	UCare SNBC
CC/IEP/GENTRY PUBLIC SCHOOL	Magellan - SWNet - Title XIX	UCARE/BHP
CC/QUALCHOICE OF ARKANSAS INC	Magellan - SWNet - Title XXI	UCFW
CC/RAILROAD MEDICARE	MAGELLAN 1655	UCT
CC/SILOAM SPRINGS PUBLIC SCHOOLS	MAGELLAN ATTN: LOWES	UFCW Employers Health Benefits
CC/SPRINGDALE PUBLIC SCHOOLS	MAGELLAN BEHAVIORAL CLAIMS	UFCW Local 880
CC/Tyson Global Plan Level Ii	Magellan Behavioral Health	UHC
CC/Value Options	Magellan Behavioral Health/Access	UHC (Secure Horizons) PO31353
CCB-MA	Magellan EAP	UHC EMPLOYEE INSURANCE
CCBH	Magellan HCTC	UHC-Ryder
CCBH-Adams&York County	Magellan Health	UHC/AARP
CCBH-Authorized Services	Magellan Health Se. (Horizon POS)	UHC1
CCBH-BERKS	Magellan Health Services	UHC2
CCBH-Chester County	Magellan Health Services Attn EAP	UHC GA
CCBH-Non Authorized	Magellan Lehigh	UHP
CCBH-North Central Contract	MAGELLAN MBH	UMR
CCBH-NorthCentral	Magellan Mental Health	UMR - Ohio
CCBH-NorthEast	Magellan Northhampton	UMR - Onalaska
CCBHO	Magellan PAHC Bucks	UMR 2
CCBHO COMMUNITY CARE	Magellan PAHC Delco	UMR 2838
CCBHO-Chester	Magellan PO 1005	UMR Beech Street Ins
CCBHO-Erie	Magellan PO 1129	UMR Comm 837
CCI COMPENSATION	Magellan POC	UMR Medical
CCS (BCBS)	Magellan Psycho-Sexual	UMR- UNITED MEDICAL RESOURCES
CD MA	Magellan QCN	UMR-Salt Lake
CD MEDICAID	Magellan QCN B	UMR-United Med. Resources PO30541
CDS \$0.00	Magellan QCN FFS	UMR-United Medical Resources(EAP)
Celtic	Magellan SAPT	UMR1
Celtic Individual Health	Magellan SW	UMR2

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Cenpatico	Magellan SWN	UMR3
Center Valley SD	Magellan SWN FFS	UMRF
Centers for Medicare	Magellan(CBC) PO 1238	UMRPPO
Central Pennsylvania Teamsters	Magellan-Bucks County	UMW Health&Retirement Fund
CENTRAL RESERVE LIFE	Magellan-Delaware County	UMW Retirement Fund
Centro de Salud Familiar La Fe	Magellan-Lehigh Co. Medical Asst	UMWA
Ceridian Corporation	Magellan-Lehigh County	UMWA H&R FUNDS
CERIDIAN EAP & WORK-LIFE SERVICES	Magellan-Montgomery County	UMWA The Funds
CERIDIAN PERFORMANCE PARTNERS	Magellan-Northampton County	UNBH
CHAMP VA	Magellan-P.O. Box 1005	UNICARE
Champ VA (prime to MCD)	Magellan-P.O. Box 1238	UNICARE - MEDICARE
CHAMP VA / MAGELLAN BEHAVIORAL	Magellan-P.O. Box 1958	UNICARE LIFE AND HEALTH
Champ VA Center	Magellan-P.O. Box 2037	UNICARE LIFE AND HEALTH INS
Champ-Va	Magellan-P.O. Box 2067	UNICARE PFFS CLAIMS MCRE
CHAMPS	Magellan-PO 2185	Unicare/NCPPPO
Champus	Magellan-PO 5151	Unified Group Services
Champus Claims 04	Magellans ATTN Lowes Claim	Union Insurance Company
CHAMPUS TRICARE	MAGELLEN HEALTH SERVICES EAP	Unison Health Plan
Champus Tricare South	Mahoning/Trumbull Bldg	Unison Advantage
CHAMPVA	Mail Handlers	UNISON KIDS
Champva Center	MAIL HANDLERS BENEFIT	United
Champva Center 9120	Mail Handlers Benefit Plan	United American
CHAMPVA CENTER/HAC	MAIL HANDLERS CLAIMS/ UBH	United American Insurance Company
CHAMPVA Program	MAILHANDLERS	United Beh Health Bx55
CHANTIS WC	Mailhandlers8402	United Beh Hlth
CHART INSURANCE	MajestaCare	United Behav Health
Chartiers Valley School	MAJESTACARE MCD	UNITED BEHAV. MAIL
Chartis claims	Malheur Co. Community Corrections	UNITED BEHAVIORAL
Chesapeake Interagency	MAMSI	UNITED BEHAVIORAL EAP
Chesapeake Social Services	Mamsi-PO 934	UNITED BEHAVIORAL HEALTH
CHEST DISEASES OF NORTHWESTERN PA	Managed Health Network	United Behavioral Health (UBH)
Chesterfield Resources	Managed Health Network (MHN)	United Behavioral Health - 55
CHESTERFIELD RESOURCES	MAPS - MD	United Behavioral Health - 57
CHN Employee Health Plan CCHS	MAPS - PRP	United Behavioral Health - 60
Choice Benefits	MAPS OMHC	UNITED BEHAVIORAL HEALTH 2
CHP	MAPS-MD Secondary Claims	UNITED BEHAVIORAL HEALTH 3
Christian Brothers Provin	MAPS-MD/Encounters	UNITED BEHAVIORAL HEALTH 4
Chrysler BC/BS	Marion School	United Behavioral Health 9128
Cigan-Great West	MARTIN LUTHER KING CENTER	United Behavioral Health CP-MC
CIGBH	Maryland Medicaid	United Behavioral Health-UT
CIGINA HEALTH SOLUTIONS	Masonry Welfare Trust	UNITED BEHAVIORAL HEALTH/NO AU
CIGMN	MASTER MATES & PILOT PLAN	United Behavioral Healthcare

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CIGNA	May Medical Plan	United Behavioral Healthcare CP
Cigna (primary to MCD)	Mazzitti & Sullivan EAP	United Behavioral Health
CIGNA - BH open access in TX	Mazzitti & Sullivan EAP Services	United BehHealth Bx57
Cigna 1000	MBC OF IOWA	United Comm Trav of AM
Cigna 696018/MCR ADV	MC Police Dept	United Commercial 9327
CIGNA 837i	MCA Administrations	UNITED COMMERCIAL TRAVELER
Cigna 90	McCone County	United Food & Commerical Wk Union
Cigna Beech street open access pl	MCDA	UNITED HC
CIGNA BEHAVIORAL	MCDC	UNITED HC GE RETIREE
Cigna Behavioral Health	MCINS	UNITED HEALTH CARE
Cigna Behavioral Health PO 188022	McKeesport School District	United Health Care (30755)
Cigna Behavioral Health-PO 46270	McLaughlin Young (EAP)Spec Form	United Health Care CHIP
Cigna Behavioral Health-TN	MCMCD	United Health Care Commercial
Cigna Behavioral Health-TN2	MD Medicaid	UNITED HEALTH CARE COMMUNITY PLAN
CIGNA BEHAVIORAL HEALTHCARE	MDPHYSC	UNITED HEALTH CARE INPATIENT
Cigna Behavioral Health 9177	MDPHYSC PAC	United Health Care MCO
Cigna BehHealthBx46270	Mechanicsburg School District	UNITED HEALTH CARE PAC
CIGNA BH	Mecklenburg County	United Health Care RiverValley
CIGNA BH -HMO	MED PLUS SHORT TERM	United Health Care-30555
Cigna BH Tyson	MEDBEN	United Health Care-GA
Cigna Commercial	Medco Health Solutions	United Health Care-IL
Cigna EAP	MedCom	United Health Care-UT
Cigna EAP- PO 46790	MEDCOST PREFERRED	United Healthcare
Cigna Government Services	Medica	United Healthcare - UTAH
CIGNA GWH	Medica - UBH	United Healthcare 1020
CIGNA HC	Medica - UBH	United Healthcare 2nd
CIGNA HEALTH CARE	Medica Commercial	United Healthcare 30555
Cigna Health Care722	Medica MA	United Healthcare 740800
Cigna Healthcare	Medica PMAP	United Healthcare 9130
CIGNA HEALTHCARE 4	MEDICA/MEDICARE	United Healthcare 9269
Cigna Healthcare 9356	MEDICA/UBH	United Healthcare 9520
Cigna Healthcare PO Box 182223	MEDICA/UBH NRC PMAP	United HealthCare Claims
Cigna HealthCare PPO	MEDICAID	United Healthcare Comm Plan
Cigna Healthcare Tyson 9304	Medicaid - CAP	United Healthcare Community
Cigna Healthcare-5200 DO NOT USE	Medicaid - Child	United Healthcare Definity Health
CIGNA INPATIENT	Medicaid - Clinic	UNITED HEALTHCARE GA
Cigna Ins-BH Chattanooga	Medicaid - Clinic Option	UNITED HEALTHCARE INSURANCE
CIGNA Inspiris	MEDICAID - QMB	UNITED HEALTHCARE MEDICARE
Cigna International	Medicaid - QMB Only	United HealthCare of OH/MCR ADV
CIGNA MED	Medicaid - SPO	UNITED HEALTHCARE OF RIVER VALLEY
CIGNA MEDICARE	Medicaid - SPO-A	United Healthcare PO809025
Cigna Medicare Access	Medicaid - Waiver	United Healthcare Railroad Claims

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CIGNA MEDICARE PLAN	Medicaid AD FFS	UNITED HEALTHCARE STUDENT RESOURC
Cigna Medicare PO 696018	MEDICAID ADULT	UNITED HEALTHCARE UT
CIGNA NO SUCH ADD	Medicaid Advantage Care Select	UNITED HEALTHCARE UT2
CIGNA Open Access +	Medicaid Anthem	UNITED HEALTHCARE UT3
CIGNA PA	Medicaid ARKIDS 470	United Healthcare-740800
Cigna PN	MEDICAID ARKIDS PARTB	United Healthcare-GA
Cigna PPO-StarBridge	Medicaid BS	United Healthcare-Kids-MA HMO
CIGNA VOLUNTARY	Medicaid Cenpatico	United Healthcare-Medicare
Cigna- Boilermakers	MEDICAID CLINIC	United Healthcare-PO31362
Cigna- Chattanooga	Medicaid Cost Settlement	United Healthcare-Secure Horizons
CIGNA-1000 Great West	MEDICAID CROSSOVER	United Healthcare-Value Options
CIGNA-EAP	Medicaid DOCS	United Healthcare: Choice Plus GA
Cigna-General Motors-PO 5132	Medicaid FAMIS	United Healthcare: Choice Plus UT
Cigna-GreatWest	MEDICAID FOR ADULTS	UNITED HLTH CARE
Cigna-MO	MEDICAID FOR KIDS PART A	United Medical Resources
Cigna-P.O. Box 182223	MEDICAID KIDS	United Medical Resources 955
Cigna-P.O. Box 46270	Medicaid KVMW	United of Omaha
Cigna-PO 5200	Medicaid MA	United Optumhealth
Cigna-TN	Medicaid Magellan	United Security Life & Health
Cigna/Samba	Medicaid MDWise Care Select	United Teacher Associates
CIGNA1	Medicaid MDwise Hoosier Alliance	United Way (Adams County)
CIGNA2	Medicaid MDwise Methodist	United Way (York County)
CIGSA	Medicaid MDwise St Catherine	United World Life
CIGNA	Medicaid MDwise St Margaret	United World Life Ins -MCS
CINERGY	Medicaid MDwise Total Health	United World Life Ins Co
Cinergy Health	Medicaid MDwise Wishard	United World Life Insurance Compa
CITY OF ERIE (ADMIN/MGT GROUP)	Medicaid MDwise St Vincent	Unitedhealth Intergrated Services
CITY OF ERIE AFSCME EMPLOYEES	Medicaid Medical Records	UnitedHealthcare
CITY OF ERIE BUREAU OF FIRE	Medicaid MH FFS	UnitedHealthcare GA
CITY OF ERIE POLICE DEPARTMENT	Medicaid Mid Rogue IPA	UNIVAL
CITY OF ERIE SCHOOL DISTRICT	MEDICAID MONTANA	UNIVERA HEALTHCARE
City of Fruitland	Medicaid of Virginia	UNIVERA SENIOR CHOICE
Claims Management Inc.-WC	Medicaid Outpatient	UNIVERSAL HEALTHCARE
Claims Processing	Medicaid QMB FFS	UNIVERSAL HEALTHCARE MCRE
Clairton School District	Medicaid QMB LMT	University of MO Claims
Clear Choice Medicare	MEDICAID State Plan Option	UNIVERSITY OF PITTSBURGH
Clear One Health Plans	Medicaid Sup. Payment	UNIVERSITY OF THE OZARKS
Clearfield County	Medicaid TCM	UNPA+
Clearfield/Jefferson MH/MR	Medicaid Transportation	UPMC
CMH	Medicaid VGSH	UPMC CHIP for KIDS
CNIC HEALTH SOLUTIONS	Medicaid Waiver	UPMC for Kids
Collection	Medicaid WL	UPMC for Life

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Colonial Penn Life	Medicaid-Adult	UPMC FOR LIFE SNP
Colonial Penn Life Insurance Co.	MEDICAID/U21	UPMC for Life Specialty
COMBINE INSURANCE COMPANY	MEDICAID/U21 INPATIENT	UPMC For Life-MC
COMBINED INSURANCE	MedicaidC&D	UPMC for You
COMBINED INSURANCE CO OF AMERICA	Medical Assistance	UPMC for You Advantage
COMBLU	MEDICAL MUTUAL	UPMC HAMOT
COMMERCIAL MC CROSS	Medical Mutual of Ohio	UPMC Health Plan
Community and Provider Services	Medical Mutual of Ohio-6018	UPMC Medicare
Community Behavioral Health-D&A	Medical Record (Non Medicaid)	UPMC Specialty Plan (SNP Deemed)
COMMUNITY BLOOD BANK	Medical Records	UPMC-WBHN
Community Care	MEDICARE	UPMK
Community Care Behavioral Health	Medicare - Highmark	Upper St Clair School
Community Care BHO	Medicare - Oregon	Urban Pathways
COMMUNITY CARE SECONDARY	Medicare Bonus Payments	US Department of Labor
COMMUNITY HEALTH NET	Medicare HGSA Adminstr	US Family Health Plan
Community Insurance Co	Medicare of Virginia/Palmetto GBA	US Federal Probation
Community Medicaid	Medicare of Virginia/Trailblazer	USABLE
Comp Psych	Medicare Part B	USABLE / BLUE ADVANTAGE
Comp Psych-PO8379	Medicare Part B - Hospice	USHLTH
Comp Service	MEDICARE PART B OREGON	VA
Comp Services Inc.	Medicare Railroad	VA Health Network
Companion Life	Medicare Railroad Retirement 85	VA Medicaid
Compass Rose Health Plan	Medicare RR Palmetto	VA Medical Center
COMP CARE	MEDICARE SECONDARY	VA Premier
Comprehensive Benefits	Medicare-Aetna	VA PREMIER FAMIS
COMP SYCH	Medicare-Freedom Blue	VA PREMIER GOLD MEDICARE
ComPsych EAP	Medicare-Gateway	VA Property & Casualty
ComPsych EAP Claims	Medicare-Geisinger	Valley County
COMPYSCH 8379	Medicare-HGS Administrator	VALOPT
COMSTOCK	Medicare-Humana	VALOPTGW
Concern EAP	Medicare-MH Net	Value Behavioral Health
Conewago Enterprises	Medicare-National Gov Service	Value Behavioral Health Beaver
CONNECTICUT GENERAL	Medicare-Senior Blue	Value Behavioral Health Butler
Connecticut General / Motors	Medicare-Sterling	Value Behavioral Health Fayette
Connecticut General Life Ins	Medicare-UBH	Value Behavioral Health Greene
Connecticut General Life Ins. Co	Medicare-United Healthcare	Value Behavioral Health Mercer
Conrad Weiser School District	MEDICARE/NORIDIAN	Value Behavioral Health Wash+Oth
CONSTITUTION LIFE INSURANCE CO	MEDICO	Value Behavioral Health Westmorel
CONTINENTAL 1188	Medigap	Value Behavioral Health-Base
CONTINENTAL AMERICAN	Medigap Blue	Value Behavioral Health-Medical A
Continental Life	Medigat/Globe Life and Accident	Value Options
Coop. Bene. Adm (prime to MCD)	MEDIPAK	Value Options (1290)

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Cooperative Benefit Administrator	Medipak 820	Value Options - UPS Claims
Cooperative Benefits Adm.	Medipak Advantage	Value Options 9217
CORE	Medipak BCBS	Value Options APWU PO1347
CORE SOURCE	MEDIPLUS	Value Options Commercial
Core Source-PO 2920	MEDIPLUS-MOAA	Value Options EAP
Core SourceHealth Care of DE	MediPlus/Hartford	Value Options Encounters-MD MHA
Cornell School District	Mega Life & Health Ins.	Value Options INC
CORP HEALTH / LIFESYNCH	Mega Life and Health	Value Options Inc. EAP
CORPH	Mental Health Assoc. Of NW PA	Value Options Inpatient
CorpHealth Claims Dept 9319	Mental Health Consultants	Value Options NY
Corphealth-Humana	Mental Health Network	Value Options OMHC-2ndary Claims
Corrections BIP RE-Rentry	Mental Health Network MC HMO	Value Options PO 1408
Corvel	Mercy Care Adv	Value Options PO 850
Country Financial	Mercy Care LTC	Value Options PO 930321
County Base	MERCY HEALTH	Value Options PRP-MHA
COUNTY BASE - SECONDARY	Mercy Health Plan	VALUE OPTIONS--MI
COUNTY BASE PMPM	Mercy Health Plans	Value Options-Commercial Claims
Court of Common Pleas	Mercy Health Plans	Value Options-Great West
Coventry Health Care	MERHE	Value Options-OMHC MHA
Covington Farm & Fuel	Meritain	Value Options-P.O. Box 1290
Covington School Board	Meritain Health	Value Options-P.O. Box 1347
CPEAP	Metropolitan Family Services	Value Options-P.O. Box 1830
CPSA	Metropolitan Health Plan	Value Options-PO Box 1347
Crawford County Foster Hope	Metropolitan Health Plan Comm	Value Options-PO1830
Creditor Advocates	Metropolitan Health Plan MA	VALUEOPTIONS
CrestPoint	MH NET	ValueOptions 837i
CRIME VICTIMS	MH Net Behavioral Health	ValueOptions Health Choice Progr
Crime Victims of California	MH NET BH	ValueOptions Inc.
Crime Victims of Oregon	MH NET LEXINGTON	VALUP
Crime Victims-OR Dept of Justice	MH NETWORK	VANTAGE PPO
CROMISA	MHCP - DC clients	VBH
CROMISA - MPR	MHCP - Hearth	VBH - 14 and Under
cross over private ins	MHCP - RC clients	VBH - 15 and Over
CS MH MRO NO Region III	MHD	VBH COMMERCAL
CS SA MRO NO Region II	MHIP-MD Health Insurance Plan	VBH INSURED
CS SA MRO NO Region III	MHMR-GR	VBH PA MCO
CSA Fairfax	MHN	VBH Per Member Per Month
CSP Grant 93	MHN Claims	VBH Secondary
CuraLinc LLC	MHN Manage Health Network	VBH Uninsured
Custer County	MHNET	VBH-FAY
Custom Engineering	MHNet Behavioral Health	VBH-OTHER
Cypress Benefit	MHNet Medicaid-HMO	VBH-W

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Dabney S. Lancaster Comm. College	MHNet PO 7802	VBHA
Daniel Boone School District	MHNet PO Box 109010	VBHB
DAP	MHP GAMC	VBHC
DAP Discharge Assist. Program	MHP MNCare	VBHD
Dauphin County CYS	MHP MSHO	VBHF
Dawson County	MHP PMAP	VBHG
Day Rehab MRO NO Region III	MHP SNBC	VBHI
DC Medicaid	MHSA	VBHL
DCC	MHSP	VBHO
DDS	MHSP-RP	VBHU
DDS-ACS Waiver	Michigan Conference Of Teamsters	VBHW
DEACONESS CONCERN EAP	Mid West National Life Ins	Vender Choice ID
DEAN FOODS	Mid-America Associates	Vera Lloyd Presbyterian Home
Debt Set-Off	Mid-West National Life Ins. Co.	Veterans Administration
DEKA	Midland School District	Veterans Affairs Med Ctr
Dekalb County Foster Hope	MidValley Behavioral Care Network	Veterns Administrator
Delaware County DFC	Midwest Behavioral Network	Victims Compensation Program
Delaware County Fosterhope	Millcreek Paramedic Services	Village Business Institute-EAP
DELETEFayette Home Care and Hospital	Millcreek School District	Virginia Health Network
Delta	Mines and Associates	Virginia Premier
Delta Health Systems	Missouri Dept Of Mental Health	Virginia Premier Health
Department Of Labor	MMSI	Virginia Premier Health Plan
Department Of Public Welfare	MN Health Care Prog	VIST Financial Services
Department of Veteran Affairs	MN Med Assistance	VO
DEPARTMENT OF VETERANS	MN-ITS	Voc. Rehab
Dept of Human Services - DV	MNCare	Voc. Rehab Employment
Dept of Human Svcs Ashley 9505	Molina Healthcare of TX	Vocational Rehab (Other)
Dept of Human Svcs Bradley 9328	MONLF	Vocational Rehabilitation-Malheur
Dept of Human Svcs Desha 9515	MONTANA ASSOC OF COUNTIES	WA State DSHS
Dept of Human Svcs Drew 9323	Montana Teamsters	Wabash American Benefits Group
Dept of Human Svcs Jefferson 9503	MONTANA UNIFIED SCHOOL TRUST	WAL-MART
Dept of Human Svcs Pulaski 9519	Monticello DCC	WAL-MART/ BLUE ADVANTAGE
DEPT OF JUVENILE JUSTICE-GALAX	Montour School District	Wallowa Valley Ctr for Wellness
Dept of Labor/OWCP	Moon Area School District	WASH SCA
Dept of Med Assist Svcs	Morgan Corporation	WASHCO
Dept of Social Services	MRO	Washington Co MHMR Program
Dept of Veterans Affairs	Mt Lebanon School	Washington Co. Magistrate Court
Dept Rehab Services	Multiplan-PHCS	Washington County
Dept. of Social Services	Municipal Health Benefit	Washington County Foster Care
Dept.of Juvenile Justice	Municipal Health Benefit 818	Washington County Mental Health
DETCTR	MUNICIPAL HEALTH BENEFIT FUND	Washington Elementary School
DEVON HEALTH NETWORK SERVICES	Municipal Health Benefits	Washington School District

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Devon Health Services	MUST	Washington SD
DHS	MUTUAL ASSURANCE	Washington Single Co Authority
DHS ITRS	Mutual Assurance Admin	Wausau
DHS SEB. CO	MUTUAL BENEFIT GROUP	Wausau Benefits
DHS-CAF	MUTUAL HEALTH SERVICES	Wayne County DFC
DHS-Child Welfare-Malheur Co.	Mutual of Omaha	Wayne County Fosterhope
DHS-Child Welfare-Umatilla County	Mutual of Omaha / MCR ADV	WC PROCESSING CENTER
DHS-Self Sufficiency	Mutual of Omaha Companies	WCCCP
Direct Blue/Group	MVBCN	WCHHS
Direct Blue/Individual	N.T.C.A	WCHHS GEN FUND
Disability Determinations	NALC	WCSI
Discharge Assistance Program	NARBHA	WEB-TPA
Division of Immigration Health Se	National Assoc of Letter Carriers	WEBTPA
Division of Rehabilitations Svcs	NATIONAL BENEFIT FUND	WEGMANS EAP
DMAP	NATIONAL INTERSTATE INSURANCE	WellCare
DMME	National Life Insurance	Wellcare 4438 / MCR ADV
DO NOT USE	NATIONAL RESPONDER HEALTH PROGRAM	Wellcare Inc
DOC-Adult Probation Parole D-40	NATIONAL STATES INS. CO.	WELLCARE MEDICARE PART B
DP-AMCO	NATIONAL TELEPHONE CORP	Wellness Corporation(EAP)Spec.For
DP-BCBS OF AR	NATIONWIDE INS	WELLPOINT INC
DP-CIGNA	Nationwide Mutual Insurance	Wells County DFC
DP-HEALTHSCOPE BENEFITS	Navajo Nation	WELLS FARGO
DP-KLAIS & COMPANY	Navajo Nation LTC	WELLS FARGO INS. SERVICES
DP-MERCY HEALTH PLANS	NBLA Membership	Wells Fargo TPA
DP-QUAL CHOICE OF	NC Health Choice	Wellspan EAP
DP-UBH-UNITED	NC Medicaid	Wellspan Health
DP-UNITEDHEALTHCARE	NCAS	West Allegheny School
DPW-FFS Medical Assistance	NCAS Pennsylvania-PO 778974	WEST CO CB
DPW-SPARTY	NCAS-AOW	West Intermediate Unit 7
DPW-WORTH	NCAS-Carefirst	West Jefferson Hills School
Drew County Detention 9362	NCAS-PO 981610	WEST LAKE FIRE DEPARTMENT
Drug Court	NEA Group Ins Program	West Mifflin School
DSHS	NEAS(EAP)Spec.Form	WEST SCA
Duquesne School District	Nebraska Dept MRO YES II	WESTCO
EAFHC	Nebraska Dept MRO YES III	Western Grocers Employee Benefits
EAP	Nestle & Sedgwick	Western Mutual Insurance
EAPE/CIGNA BEHAVIORAL HEALTH	Network Autho & Pmt Center	Western Mutual Non Part
EAPE/COMPSPYCH/AUTH	New Avenues	WESTERN NATIONAL INSURANCE
EAPE/CORPHEALTH INC.	New Brighton School District	Western PA Electrical EMP
EAPE/EMPLOYEE RESOURCE CENTER	New Directions EAP	Western Tidewater CSB
EAPE/ENI	NEW ERA LIFE	Westmoreland County JC
EAPE/FEI	New ERA Life Insurance-MCS	Westmoreland County MH

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EAPE/INTERFACE ADMINISTRATORS	New Jersey Manufactures Ins Co	Westmoreland County MH/MR
EAPE/NEAS	New West Health Plan	Westmoreland County WCCB
EAPE/NEW DIRECTIONS	NEW WEST HEALTH SERVICES	Westmoreland FC
EAPE/UNITED BEHAVIORAL HEALTH	NEW YORK STATE INS FUND	WESTR
EAPI/AMERICAN TUBING	NGS CORESOURCE	White Mountain Apache LTC
EAPI/ARKANSAS MISSOURI RAILROAD	NGSA AETNA	Wilksburg School District
EAPI/ASSEMBLED PRODUCTS CORP	NO INSURANCE	Wilson School District
EAPI/BANK OF FAYETTEVILLE	NOBLE COUNTY DEPT OF JOB & FAMILY	WINDSOR
EAPI/BEKAERT	Non-Auth CBHNP	WINDSOR MEDICARE EXTRA
EAPI/BUTTERFIELD TRAIL VILLAGE	Non-T Grant	Windsor Medicare Extra
EAPI/CENTRAL STATES MFG	Noridian	WINDSOR MEDICARE XTRA - Texas
EAPI/CITY OF FAYETTEVILLE	North Allegheny School	WINDSOR STERLING
EAPI/COBB-VANTRESS	North Hills School District	Windsor Sterling PFFS
EAPI/UNITED BANK OF SPRINGDALE	Northampton County	WMDVG
East Allegheny School District	Northgate School	Wood Group
EBMS	Northland Insurance	Woodland Hills School
EBS-RMSCO	Norwin School District	WOODMEN OF THE WORLD
ECCM Susquehanna	NOVA HEALTH CARE	Workers Comp
ECCM-FBMH	NOVA Sys	WORKERS COMP CARRIER
EHP-Employers Health Program	Nova Sys Health 9169	WORKERS COMP PROGRAM
EI - ERIE COUNTY	Novasys	Workplace Network Option Adv. EAP
EI - PAMA	NOVASYS HEALTH	World Trade Center Program
Eighth District Electrical Benefi	NOVASYS Health Network	WPEE
El Paso First	NOVITAS SOLUTIONS INC	WPEE Insurance Trust
El Paso MHMR	NRECA	WPS
Elizabeth Forward School	NSMVB	WPS Tricare
Empact	NTCA	WPS Tricare for Life
Empathia	NTCA Group Health	WPS TRICARE SOUTH REGION
Empire BC/BS PO1407	Nucor Wire EAP	WV Laborers Trust Fund
EMPIRE BCBS	NUVANTAGE-LIFEWORKS-LSS	WynneSchool
Empire Blue Cross	O D S Health Plan	Y/A D&A/SAP \$0.00 School Based
Empire Bluecross Blueshield	OBRA ID Vender	Y/A D&A/SAP County Funded
Employee & Family Resources	OCVA	Yavapai Long Term Care
Employee Assistance Program	OCY	YDSP
Employee Benefit Management Corp	ODS	Yellow Hawk Tribal Health Clinic
Employee Benefit Service Center	ODS Advantage	York/Adams Drug & Alcohol Program
Employment Standards Admin.	ODS Commercial	York/Adams MH-MR Non-Authorized
Encore Health Network	ODS Health Plan	York/Adams MH/MR Authorized Servi
Encore Health Network / MCR ADV	ODS Health Plan-OHP	Yough School District
Enterprise Group Planning	Ohio Comp 9528	Ysleta Del Sur Pueblo
		Zenith Administrators

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Bethesda, MD 20817
www.credibleinc.com

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Behavioral Health Software

Credible Behavioral Health, Inc. BUSINESS SERVICES AGREEMENT

This Business Services Agreement and the documents attached hereto or incorporated herein by reference (the "**Agreement**") describe the relationship between Credible Behavioral Health, Inc. ("**Credible**") and the customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**" and, together, the "**Parties**"). The documents comprising this Agreement and either attached to this cover page or incorporated by reference include the Business Services Agreement Terms and Conditions ("**BSA Terms and Conditions**"), which describe and set forth the general legal terms governing the relationship, the Letter of Intent ("**LOI**") and one (1) or more contract amendments ("**Amendments**"), order forms ("**Order Forms**"), or schedules, which may be attached or incorporated into the Agreement from time to time, all of which describe and set forth the services provided and the details of the business and commercial terms of the relationship (each an "**Addendum**" and collectively the "**Addenda**").

This Agreement will become effective when this cover page is executed by authorized representatives of both Parties or when Customer begins receiving any services referencing or referenced in this Agreement, whichever is first to occur (the "**Effective Date**").

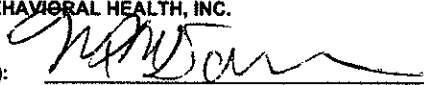
CUSTOMER INFORMATION:

Name/Customer:	Lancaster County _____	Principal Contact Person:	Todd Wittgen _____
Address:	Mental Health Crisis Center of Lancaster County 825 J Street, Lincoln, NE 68508 _____ _____ _____	Title:	Chair, Lancaster County Board of Commissioners _____
		Phone:	_____
		Fax:	_____
		Email Address:	_____
Billing Contact:	_____		
Title:	_____		
Phone:	_____		
Fax:	_____		
Email Address:	_____		

FOR INTERNAL CREDIBLE USE ONLY:

Contract #: _____ HIPAA Business Associate Addendum Source Code Escrow Addendum

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER:	Mental Health Crisis Center of Lancaster County	CREDIBLE BEHAVIORAL HEALTH, INC.	
By (Signature):	_____	By (Signature):	
Name (Printed):	Todd Wittgen _____	Name (Printed):	Matthew M. Dorman _____
Title:	Chair, Lancaster County Board of Commissioners	Title:	CEO _____
Effective Date:	_____	Effective Date:	10/30/17 _____

**CREDIBLE BEHAVIORAL HEALTH, INC.
BUSINESS SERVICES AGREEMENT
TERMS AND CONDITIONS**

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined elsewhere in this Agreement, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Addenda" or "Addendum"** as defined on the cover page.
- 1.2 "Affiliate"** means, with respect to a particular person (either an individual), another person that directly or indirectly Controls, is Controlled by or is under common Control with that particular person by another person.
- 1.3 "Agreement"** as defined on the cover page.
- 1.4 "Amendments"** means one or more amendments to the Agreement.
- 1.5 "Application"** means the web enabled enterprise data management system and mobile/wireless software applications as set forth on Schedule A or other Addendum.
- 1.6 "Application Services"** means the Application related services provided by Credible pertaining to Customer's access to certain content and use of the features and functionality of the Application, solely to the extent set forth and further described in, and as limited by, each Addendum executed by the Parties.
- 1.7 "Application Documentation"** means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Services, which materials are designed to facilitate use of the Application Services and which are provided by Credible to Customer in accordance with the terms of this Agreement.
- 1.8 "Authorized Device"** means any mobile, handheld, or laptop computer or device with Credible's mobile application(s).
- 1.9 "Billing Services"** means the billing services to be provided by Credible through an Addendum.
- 1.10 "BSA Terms and Conditions"** as defined on the cover page.
- 1.11 "Bug"** means (i) an action resulting in an error screen; (ii) a feature not working as it did previously; excluding features enhanced by a Release; and/or (iii) new features not working per Configuration Notes description.
- 1.12 "Competitor"** is any person or entity who has an ownership interest in, serves as a manager or director of, or is engaged or employed by or in a Competing Business or its Affiliate.
- 1.13 "Competing Business"** means the business of developing, marketing, distributing, licensing, offering or selling software and related services to behavioral health care providers, delivering digital solutions to facilitate clinical treatment, scheduling, billing, forms management, e-prescribing, electronic communications with laboratories, mobile/field, reporting, data management or related functions.
- 1.14 "Confidential Information"** means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding its disclosure would reasonably be expected to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application, Documentation and all Addenda will be deemed Confidential Information of Credible. In addition, Confidential Information shall include the terms of this Agreement.

- 1.15 "Control"** means the ability to direct the management and policies of another person, either through ownership, by contract, or by law.
- 1.16 "Customer"** means the entity or individuals identified on the signature page of this Agreement. For avoidance of doubt, "Customer" shall not include its corporate parent, subsidiary, or any other Affiliate.
- 1.17 "Customer Content"** means the data, media and content provided by Customer through the Services.
- 1.18 "Effective Date"** as defined on the cover page.
- 1.19 "LOI"** means the Letter of Intent executed by Customer and incorporated into this Agreement by reference or attached hereto as Schedule A (and the LOI also may be referred to below as Schedule A).
- 1.20 "Order Form"** means a document signed by both Parties identifying a given type of Service to be made available by Credible pursuant to this Agreement. Each Order Form shall be agreed upon by the Parties as set forth in Section 2.1.
- 1.21 "Party" or "Parties"** as defined on the cover page.
- 1.22 "Services"** mean the Application Services, Billing Services or other services agreed to by the Parties pursuant to an Addendum.

2. TERMS OF ACCESS AND USE.

- 2.1 Services.** The Services to be provided by Credible under this Agreement will be set forth in the Addenda and any other Amendment or Order Form subsequently executed by the Parties and incorporated into this Agreement from time to time during the Term. The Parties will negotiate and sign each Addendum, separately. Each Addendum shall set out a description of the applicable Services to be provided by Credible and the costs associated with such Services. For the avoidance of doubt, in the event of a conflict between any of the BSA Terms and Conditions, on the one hand, and Schedule A or any other Addendum, on the other hand, the BSA Terms and Conditions shall control with respect to Sections 8 through 11 hereunder (respectively, Disclaimers, Exclusions, and Limitations of Liability; Indemnification; Term and Termination; and Miscellaneous).
- 2.2 Provision of Access.** On or as soon as reasonably practicable after the Effective Date, Credible shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services (the "Access Protocols"). Credible shall also provide Customer access to the Application Documentation during training to be used by Customer in accessing and using the Services.
- 2.3 Usage Restrictions.** Customer will not: (i) copy or duplicate the Application; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Application is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify any Services, Application or the Application Documentation, or create any derivative product from any of the foregoing, except with the prior written consent of Credible's CEO; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber Customer's rights under this Agreement, including any right to use the Application; (v) permit or enable any unauthorized users (including any Competitor or any users who are not

appropriately authorized under applicable laws, including, for example, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); to access Customer Content via the Application or Credible's intellectual property or Services; or (v) use the Services in violation of any applicable law, rule or regulation. Customer will ensure that its use (including the use by its employees, independent contractors, and clients) of the Services and the Application Documentation complies with all applicable laws, statutes, regulations or rules. Customer shall have access to the Customer Content and shall be fully responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required to access the Application Services.

2.4 Retained Rights; Ownership.

(a) Except for the rights specifically granted to Customer under this Agreement, Credible retains all right, title and interest in and to the Application, Services and the Application Documentation, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Credible retains the right to use the foregoing for any purpose in Credible's sole discretion.

(b) Except for the rights specifically granted to Credible in this Agreement, Customer retains all right, title and interest in and to the Customer Content, and Credible acknowledges that it neither owns nor acquires any additional rights in and to the Customer brand or Customer Content not expressly granted by this Agreement. Credible further acknowledges that Customer retains the right to use the Customer brand and Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Credible a non-exclusive, non-transferable right and license to use the Customer Content during the Term for the limited purposes of performing Credible's obligations hereunder, subject to the terms of the HIPAA Business Associate Addendum executed by the Parties.

3. CREDIBLE OBLIGATIONS.

3.1 Implementation Plan; Access Term. Customer understands and acknowledges that, before access to the Services can be provided to Customer: (i) Customer's systems may require supplementation, modification, installation or configuration and, in any case, will require the performance of various professional services to prepare Customer's systems for such purposes; and (ii) that Credible's systems also may require preparation in order to make available such access for Customer's particular systems as contemplated hereunder.

3.2 Support Services; Initial Training. Credible will provide support services in accordance with its standard policies and procedures, provided that Customer has paid all amounts due and payable under this Agreement, and further provided that Credible will have no obligation to provide support to Customer with respect to: (i) use of the Services other than according to the Application Documentation or the terms of this Agreement; (ii) any modification of the Services, the Application, or the Application Documentation by Customer or any third party; or (iii) any combination of the Services and/or the Application with hardware, software, or technology not provided by Credible. Credible will make available training services to a limited number of Customer personnel as described in the LOI.

3.3 Application Services; Credible Uptime Commitment. Credible is committed to 99.0% uptime for the Application, excluding four (4) hours for each quarterly release, a monthly maintenance window not to exceed a total of four (4) hours in a calendar month, and down time out of Credible's control (i.e. Customer ISP, national backbone, carrier router, etc.). If this

uptime commitment is not met, Credible may credit one month's hosting fee in the next billing cycle.

3.4 Credible and Customer Support Procedures. Credible will follow the support procedures outlined in Schedule B, as the same may be updated or revised from time to time.

3.5 Credible Billing Module Updates. Credible will make changes to the Billing Module for documented funder/payer requirements that are not in conflict with Federal or State guidelines and laws. There will be fees for medical billing clearinghouse-required changes where Credible has enabled Customer to bill directly to a Payer. Credible requires 180 days' notice for any State and Payer documented changes, after Credible receives verified specifications.

4. CUSTOMER OBLIGATIONS.

4.1 Authorized Access to Application and Services. Subject to the terms and conditions herein and as permitted by applicable law, Customer's employees may access the Application via browser or secure handheld devices that are specifically supported by Credible. The list of supported browsers and devices is set forth in the Application, as updated from time to time. If Customer retains the services of one or more consultants or independent contractors, Customer must submit via certified letter an authorization notice granting Credible the right to work with each of Customer's authorized consultant and/or independent contractor(s). Customer will not retain the services of any Competitor or its Affiliate and Customer shall not allow any such Competitor or its Affiliate to access, directly or indirectly, the Application, Application Documentation or Services.

4.2 Assistance to Credible. Customer, at its own expense, will provide Credible access to and use of Customer facilities, equipment, and assistance from Customer personnel, to the extent any of the foregoing may be reasonably necessary to enable Credible to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.2. In addition, Customer will satisfy and perform any obligations and requirements set forth in any Addendum as agreed by the Parties.

4.3 Customer Support Procedures. Customer will follow the support procedures outlined in Schedule B, as the same may be updated or revised from time to time.

4.4 Customer Users. To the extent individuals have been provided user credentials by Customer, Customer takes full responsibility for the acts or omissions of all individuals using its user credentials and passwords (other than Credible employees). Any user that is not a direct employee of Customer must be identified to Credible in writing by Customer and must execute a Non-Disclosure Agreement approved by Credible. In addition, Customer recognizes Credible's need to create test users in Customer's domain. Customer will not be billed for these tests users.

4.5 Non-Profit Tax Exempt Certificates. Customer shall provide Credible with copies of all of its tax exempt certificates, if any, upon signing this Agreement.

5. FEES, EXPENSES AND PAYMENTS.

5.1 Fees. In consideration for the licenses granted to Customer and the Services performed by Credible under this Agreement, Customer will pay to Credible, without offset or deduction, all fees or other amounts required under Schedule A or the applicable Order Form, Amendment, or other Addendum. Unless otherwise set forth in Schedule A or the applicable Order Form, Amendment or other Addendum: (a) the full amount of any one-time fees are due and payable to Credible upon execution of the relevant

Addendum, (b) monthly recurring charges will be billed and due in advance of the provision of the applicable Service, (c) each invoiced amount will be due and payable upon receipt of the relevant invoice by Customer, and (d) all fees will increase 2.5% annually beginning the 30th month after the first “Go Live” (as defined in the LOI). Upon expiration of the initial Term (as defined in Section 10.1), fees may be adjusted by Credible upon 12 months’ written notice. Customer will additionally pay any amounts required by any Addendum attached to the Agreement.

5.2 Customer Operating Expenses. Customer will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, use by Customer of the Application Services directly or through Authorized Devices, and/or through provision of support to Authorized Devices with respect to such use of the Application Services. Customer will also pay any other expenses described in the LOI or any other Addendum.

5.3 Taxes. All amounts payable to Credible exclude applicable sales, use, withholding or any other taxes, and all applicable export and import fees, customs duties and similar charges (collectively, “Taxes”). In addition to amounts payable under Section 5.1, Customer is responsible for payment of any such Taxes (other than taxes based on Credible’s income), and any related penalties and interest, arising from the payment of any fees under this Agreement, the grant of license rights hereunder, or the delivery of services. Customer will make all required payments to Credible free and clear of, and without reduction for, any Taxes. Any such Taxes imposed on payments to Credible are Customer’s sole responsibility, and Customer will, upon Credible’s request, provide Credible with official receipts issued by the appropriate taxing authorities, or such other evidence as Credible may reasonably request, to establish that such Taxes have been paid or an appropriate exemption from payment is in effect as required pursuant to Section 4.5. Customer shall also provide Credible with copies of all its tax exempt certificates upon signing this Agreement.

5.4 Collection; Suspension of Services. Any account more than thirty (30) days past due will be charged interest from the due date of the lesser of (i) 1.5% per month on the past due amount, or (ii) the highest legal rate of interest. Credible may suspend, interrupt or cancel Services on any account that is forty-five (45) days past due. Suspension shall follow the delivery of a notice issued by Credible in accordance with Section 11.3 to Customer stating that Services will be suspended in ten (10) business days unless all past due amounts are paid in full. Once Services are suspended, upon login users will see the following message: “Your services have been suspended for lack of payment.” All data will remain secure and all other appropriate terms will be honored. No additional Services will be provided until all invoices are paid. Customer must pay Credible a reconnection fee of \$2,500 as a condition of reactivation, in addition to full payment of the balance due on the Customer account. If Customer is delinquent on any payment, Credible may modify payment terms to require full payment before the provision of any Services.

5.5 Payment Disputes. If Customer disputes any fee or other payment then due and payable to Credible, or any portion thereof (a “Payment Dispute”), then Customer shall pay the entire undisputed portion of such fee or other payment in full when due and shall provide Credible with a written notice of the Payment Dispute within fifteen (15) days after receipt of the invoice or other payment request. Credible shall state in the written notice the amount in dispute and shall provide an explanation in sufficient detail to support its position in order to enable Credible to investigate the Payment Dispute. Thereafter, the Parties will attempt in good faith to resolve the Payment Dispute before

taking further remedial action. Customer shall not make any offset or deduction from any amount due under this Agreement except in compliance with the procedures as set forth in this Section 5.5.

6. TREATMENT OF CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to the other Party’s Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees: (i) to use Confidential Information disclosed to it by the other Party only to exercise its rights as described herein or to perform the Services; (ii) to hold in confidence and protect the Confidential Information disclosed to it by the other Party using at least the same level of care as it uses to protect its own Confidential Information; (iii) not to create any derivative work from Confidential Information disclosed to such Party by the other Party, unless expressly authorized under this Agreement; (iv) to restrict access to the Confidential Information disclosed to it by the other Party to its personnel, agents, and/or consultants/contractors, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; provided, however, that Customer shall not in any case disclose any Confidential Information to any Competitor, as that term is defined in Section 1, regardless of whether the Competitor is, or is employed or engaged by, Customer or an Affiliate; and (v) to return or destroy, pursuant to Section 10.5, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Credible may retain archival copies of Confidential Information and Customer Content as needed to perform its obligations under Section 10.5, as needed to comply with applicable laws or regulations, or if Confidential Information is archived or stored on secure media or tapes and cannot be readily deleted from such media or tapes. In such event, Credible will continue to comply with its confidentiality obligations pertaining to such Confidential Information and Customer Content.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that: (i) is publicly available or generally known to the public at the time disclosed; (ii) is or becomes publicly available or generally known to the public through no fault of or breach of this Agreement by the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient’s possession free of any confidentiality obligations with respect thereto prior to the time of disclosure by the disclosing Party; (v) is developed by the recipient independently of and without reference to any information communicated to recipient by the disclosing Party; or (vi) is approved for release or disclosure by the disclosing Party without restriction. In addition, either Party may disclose Confidential Information to the limited extent necessary: (A) in response to a valid order or request of a court or other governmental body having jurisdiction or pursuant to an applicable law or regulation, provided that the Party required to make such a disclosure pursuant to the order: (x) will have given notice to the other Party upon receipt of such order and/or in advance of such disclosure; and (y) made a reasonable effort

to obtain a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the court order was issued; or (B) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

7. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY EPRESCRIBING INTERFACE MODULE), THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" BY CREDIBLE AND CREDIBLE DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. CREDIBLE DOES NOT WARRANT THAT THE APPLICATION, DOCUMENTATION, OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION OR ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8.2 Special Disclaimer for electronic prescription services Interface Module. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that if Customer has ordered electronic prescription services, then Credible will facilitate electronic prescriptions through the Application Services, but that the actual transmission of electronic prescriptions is completed through a third party and not by Credible. Credible makes no warranties regarding the transmission of such prescriptions and cannot guarantee or warranty the actual delivery of the prescriptions or that the operation of the ePrescribing interface module will operate without errors or in an uninterrupted manner. In no event shall Credible be liable for the content of a prescription, the delivery or non-delivery of a prescription or if the operation of the ePrescribing interface module is not uninterrupted or error free. Customer will obtain a proper HIPAA-compliant "Release of Information" for each client prior to activating pharmacy benefit management ("PBM") medication history functionality. Information presented through Credible eRx™ with regard to formularies, eligibility, and medication history is in fact data transmitted by pharmacies and/or PBMs and may or may not be accurate. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of an electronic prescription, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected Services. In the event that such commercially reasonable efforts are not successful, then Customer shall be entitled to a refund of any payment for the portion of the Services that were not successfully re-performed.

8.3 Special Disclaimer for Business Intelligence Interface Service Module. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that if Customer has ordered the Business Intelligence module, Credible facilitates the Business Intelligence module through the Application Services, but that the actual transmission of these modules are completed through a third party and not by Credible. Credible makes no warranties regarding the transmission of such modules and cannot guarantee or warranty the actual delivery of these modules or that the operation of the interface modules will operate without errors or in an uninterrupted manner. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of any Business Intelligence module, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected Services. In the event that such commercially reasonable efforts are not successful, then Customer shall be entitled to a refund of any payment for the portion of the Services that were not successfully re-performed.

8.4 Special Disclaimer for Labs Interface Service Module. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that if Customer has ordered the Labs module, Credible facilitates the Labs module through the Application Services, but that the actual transmission of these modules are completed through a third party and not by Credible. Credible makes no warranties regarding the transmission of such module and cannot guarantee or warranty the actual delivery of this module or that the operation of the interface module will operate without errors or in an uninterrupted manner. In no event shall Credible be liable for the content of the Labs module, the delivery or non-delivery of this module or if the operation of this interface module is not uninterrupted or error free. Notwithstanding the foregoing, in the event that Customer notifies Credible of an error in the transmission of any Labs module, Credible will use commercially reasonable efforts to diagnose and remedy the error and, upon Customer's request, re-perform any affected Services. In the event that such commercially reasonable efforts are not successful, then Customer shall be entitled to a refund of any payment for the portion of the Services that were not successfully re-performed.

8.5 Special Disclaimer for Billing Services. Credible's Billing Services are dependent upon Customer's proper performance of its responsibilities relating to the Billing Services (including, without limitation, Customer's staff completing all required training, testing processes and the agreed upon Out-Sourced Billing Work Plan) and upon the accuracy of data provided to Credible. Credible is not obligated to validate the accuracy of Customer's prior billing practices or any data provided in relation thereto. Credible will not be liable for any failure or delay arising from or related to Customer's failure to perform its obligations or any inaccurate Customer data relating to the Billing Services. Credible will maintain and retain Billing Service-related data in its possession or control in accordance with its then current document retention policies, which are available upon request, and provide a copy of such data to Customer upon request. Customer is solely responsible for maintaining and storing billing related data as required in connection with its business and applicable laws and regulations relating to its business.

8.6 Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO RIGHTS AND OBLIGATIONS ARISING OR RECOGNIZED UNDER SECTION 6, IN NO EVENT WILL CREDIBLE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM,

INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CREDIBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF CREDIBLE TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT (AND LOI OR OTHER ADDENDUM), INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED: (i) FOR THE FIRST NINE (9) MONTHS FOLLOWING THE EFFECTIVE DATE, THE TOTAL AMOUNT OF ALL FEES PAID TO CREDIBLE BY CUSTOMER FOR THE PARTICULAR APPLICATION, SERVICE, AMENDMENT, ORDER FORM OR SCHEDULE A GIVING RISE TO LIABILITY; OR (ii) FOR THE TIME PERIOD AFTER THE FIRST NINE (9) MONTHS FOLLOWING THE EFFECTIVE DATE, TWO HUNDRED THOUSAND DOLLARS (\$200,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY IN THE AGGREGATE FOR ALL CLAIMS AND WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.7 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the fees, terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the fees, terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

9.1 Indemnification of Customer. Credible agrees to indemnify, defend and hold harmless Customer from and against any and all claims by any third party that any of the Services, Application, or the Application Documentation infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Customer promptly notifies Credible in writing of the claim, cooperates with Credible, and allows Credible sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Credible, at Credible's sole discretion, to enable it to continue to use the Services, Application, Application Documentation or the Credible brand, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Credible determines that none of these alternatives are reasonably available, Customer shall, upon written request from Credible, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Services, the Application, or the Application Documentation by anyone other than Credible, (ii) combination, operation or use of the Services, Application, or Application Documentation with other services,

software, hardware, technology, or intellectual property not provided by Credible, or (iii) use of a superseded or altered release of the Services, Application, or the Application Documentation, if such infringement would have been avoided by the use of a then-current release of such Services, Application or Application Documentation, as applicable, and if such then-current release has been made available to Customer (any of the foregoing circumstances under clauses (i), (ii) or (iii), a "**Customer Indemnity Responsibility**"). IN NO EVENT SHALL CREDIBLE'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER UNDER SECTION 5.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THIS SECTION STATES CREDIBLE'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9.2 Customer's Indemnity Obligations. Customer agrees to hold, harmless, indemnify, and, at Credible's option, defend Credible from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) Customer's negligence or willful misconduct; (ii) Customer's use of the Services or Application in violation of this Agreement or any law, regulation or rule; (iii) any prescriptions transmitted or otherwise submitted through the electronic prescription services by Customer; (iv) a Customer Indemnity Responsibility; or (v) Customer's relationship with its payors, providers, patients, clients and other third parties (including without limitation billing disputes), provided that Customer will not consent to the entry of a judgment or settle any third-party claim against Credible unless Credible consents to such settlement or entry of a judgment or unless such settlement completely and forever releases Credible from all liability with respect to such claim without admission of any violation or wrongdoing, and further provided that Credible will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice **provided that in no event shall Customer be required to indemnify, defend, or hold harmless Credible for any losses, liabilities, costs (including reasonable attorneys' fees) or damages (collectively "Losses") to the extent such Losses are caused by the negligent or intentional acts or omissions of Credible.** IN NO EVENT SHALL CUSTOMER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER UNDER SECTION 5.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement starts on the Effective Date and will continue for so long as there is at least one active LOI (and any response to a Request for Proposal incorporated into an LOI), Order Form, Amendment or other Addendum in effect between the Parties, unless earlier terminated in accordance with this Section 10. The initial term of each LOI ("**Initial Term**") will be a period of five (5) years after the first "Go Live" under that LOI, except as otherwise provided in that LOI or unless the applicable Services thereunder are earlier terminated in accordance with this Section 10. The initial term, together with any Renewal Terms, are collectively referred to as the "**Term**". Additionally, Customer must provide one hundred and eighty (180) days' notice of intent to terminate any Module(s).

10.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party that is not cured (if curable) as described below. Such termination may be effected only through a written notice to the

breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches (if curable) within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period. If a breach is not curable, then the non-breaching Party may terminate this Agreement upon delivery of notice of termination to the breaching Party.

10.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors. In the event that the Customer's major funding is reduced by 30% or more, based upon baseline Customer funding as of the execution date of Letter of Intent, Customer shall be entitled to terminate Agreement with one hundred and eighty (180) days written notice as long as all invoices received by the date of the notification have been paid in full.

10.4 Termination for Link with Competing Business. Credible may terminate this Agreement immediately upon written notice to Customer: (i) if Customer, or any of its Affiliates, directly or indirectly acquires an ownership interest in or Control of a Competing Business; or (ii) a Competing Business or any of its Affiliates directly or indirectly acquire an ownership interest in or Control of Customer.

10.5 Effect of Termination. Upon any termination or expiration of this Agreement, all Addenda also will terminate and Customer will (i) immediately discontinue all use of the Services, Application, the Application Documentation, and any Credible Confidential Information; (ii) delete any Credible Confidential Information from Customer's computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to Credible or, at Credible's option, destroy, all copies of the Application and Application Documentation and any Credible Confidential Information then in Customer's possession; and (iv) promptly pay to Credible all amounts due and payable hereunder. Customer may choose to purchase secure hosting and read-only access beyond the termination or expiration for an annual prepayment of \$15,000 with an annual increase of 3.5% every year. This fee will cover secure hosting and read-only access. There is no customer support provided for this fee. Additional customer service can be purchased at the then current standard rate in prepaid blocks of eight hours. With the exception of purchasing hosting and read-only access, all other language from this paragraph remains in effect and such hosting and read-only access rights are subject to the limitations of liability and disclaimers of this Agreement pertaining to the Services.

10.6 Survival. The provisions of Sections 2.3, 2.4, 5, 6, 8, 9, 10.4, 10.5, 10.6 and 11 will survive the termination or expiration of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement, including all Addenda attached hereto or incorporated herein, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the

Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Customer and Credible are and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by certified or registered mail (postage prepaid and return receipt requested), or by courier or nationally-recognized overnight delivery service, to the receiving Party at its address set forth in the preamble to this Agreement, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or nationally-recognized overnight delivery service, any such notice shall be considered to have been given on the delivery date reflected by the courier or delivery service receipt. Any notice required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notice will be effective on the date indicated in such confirmation, as long as a duplicate of such notice is delivered promptly thereafter by any of the other means described above, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of each of the Parties.

11.5 Assignment; Delegation. Neither Party shall not assign this Agreement or any of its rights hereunder or delegate any of its duties under this Agreement to any third party, including without limitation any corporate parent, subsidiary, or any other Affiliate, without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their respective successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their respective successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable in any way whatsoever.

11.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party

against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

11.10 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MARYLAND.

11.11 U.S. Government End-Users. Each of the Services, Application, and Application Documentation and the software components relating thereto is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Services, Application, and the Application Documentation with only those rights set forth therein.

11.12 Not Discriminate. In its performance of this Agreement, Credible shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practice.

11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and are not intended to nor will they affect the meaning or interpretation of this Agreement.

[End of Business Services Agreement Terms and Conditions]

SCHEDULE A: *Executed Letter of Intent*

SCHEDULE B: *Credible and Customer Support Procedures*

I. Credible Support

- A. Credible Task Ticket Submission System:** Credible's Task Ticket Submission System is Credible's online, helpdesk ticketing system. The system is designed to centrally record and manage Customer requests and communication, which helps ensure that all items are promptly and efficiently documented, assigned, communicated to the appropriate parties, and resolved in a timely and professional manner. Credible will review Customer's Recommended Task Priority, and if necessary re-prioritize to the Contract Defined Priority based on the table below.

- B. Credible Normal Business Hours:** Credible's Normal Business Hours are Monday through Friday between the hours of 8:30am to 8:00pm Eastern Standard Time.

SCHEDULE C: Credible's Escalation Procedures and Guidelines: Credible's Contract Defined Priorities

Contract Defined Priority	Description	Guidelines
Priority 1 <i>Critical Incidents</i>	<ol style="list-style-type: none"> 1. Services unavailable due to Credible's servers not being available, excluding Customer's ISP, connectivity, and power services. 2. Actual or alleged security and/or HIPAA breach. 	<ul style="list-style-type: none"> • Task Ticket must be submitted or call 301-652-9500 and report the incident. • 30 minute response during Normal Business Hours. • 4 hour response during other times. • Investigation until issue resolved. • Follow-up every 4 hours until issue resolved; excluding the hours from 11:00pm EST to 8:00am EST. <p><i>For any Priority 1 item, please contact Credible by phone and enter a Task Ticket unless the Task Ticket System is unavailable. If the Task Ticket System is unavailable, Credible will log the incident once system is live.</i></p>
Priority 2 <i>Urgent Incidents</i>	<ol style="list-style-type: none"> 1. Critical process related issues, including: eRx, eMar, Physicians Orders' functionality working incorrectly resulting in a significant negative effect on the quality of care. 2. Inability of more than ten (10) Customer staff being unable to submit services; and/or 3. Billing Services processing issues blocking the batching of payable services in excess of \$10,000. Billing process issues must not be Customer/Partner driven data issues. 4. Verified performance degradation preventing Customer from processing transactions in the ordinary course of business or otherwise preventing Customer from utilizing the Services. 	<ul style="list-style-type: none"> • Task Ticket must be submitted with specific information related to the submitted item. • 120 minute response during Normal Business Hours or by 10 AM the next business day if reported after Normal Business Hours. • Commercially reasonable efforts to resolve issues within 1 business day. • If additional time is needed, Credible will assign the appropriate critical resources to resolve the issue as soon as possible.
Priority 3 <i>Non Critical Incidents</i>	<ol style="list-style-type: none"> 1. Any non-critical priority process issue. 2. State specific and payer reporting issues. 3. Any State specific or Billing reporting changes. 	<ul style="list-style-type: none"> • Task Ticket must be submitted with specific information related to the submitted item. • Credible will contact Customer with the status of Customer's ticket within 1 business day. • Credible requires 180 days' notice for any State and Payer documented changes, including specifications.
Priority 4 <i>All Other Issues</i>	<ol style="list-style-type: none"> 1. Administrative Request (i.e. Adding Library or Partner Domain users) 2. Customer Generated Error (assistance requested). 3. Report with Unexpected Results 4. Search with Unexpected Results 	<ul style="list-style-type: none"> • Task ticket must be submitted with specific information related to the submitted item. • Credible will contact Customer with the status of Customer's ticket within 1 business day. • These tickets may be denied as non-essential or forwarded to our Software Development Management Review Board for prioritization in Credible's software development process.

SCHEDULE D: Credible Expected Actions

1. Troubleshoot issues that are documented and submitted via Credible's Task System in a timely and professional manner.
2. Alleged bugs will be researched and solutions provided. Should an item be a bug per the definition below, there will be no Support hours charged. If the issue is a configuration or user issue, Support hours will be charged.
 - a. Definition of bug is:
 - i. An action resulting in an error screen;
 - ii. A feature not working as it did previously; excluding features enhanced by a Release; and/or
 - iii. New features not working per Configuration Notes description.
3. Tasks entered that end up being Customer's network configuration and/or challenges, where Credible's IT Infrastructure personnel get involved will count toward Support hours.
 - a. If a Senior IT Infrastructure or Technology personnel needs to be involved beyond two (2) hours per month, their time will be charged at their rate of \$250.00 per hour.
4. Customer Service Support will support challenges with Advanced Search and Ad Hoc Reporting up to one (1) hour monthly. If more than an hour is required, the time spent on this task will be charged at the hourly Consulting Rate of \$250.00.
5. Credible Business Intelligence (BI) login and/or configuration challenges will be addressed via normal Customer Service Support hours. However, BI Reporting and/or Q&A will require a separate consulting contract.
6. Customer Service Support will support Billing Code Matrix, Revenue Code Matrix, and Revenue to GL export up to one (1) hour monthly. If more than an hour is required, the time spent on this task will be charged at the hourly Consulting Rate of \$250.00. The initial hour will count against Customer's monthly/quarterly support hours.
7. Training request for new Customer employees or refresher training will be treated as a separate training order, and will be provided via the web at a discounted hourly cost or onsite at a daily rate. Training requests need to be scheduled with specific agenda items, estimate of staff to be trained, and estimated duration.
8. Refresher training by a Customer Service Coordinator is counted against Customer's monthly support hours. Training conducted by a Senior Customer Service Coordinator or Corporate Trainer will result in additional hours and fees.
9. Training must be requested three (3) to four (4) weeks before desired training date.
10. Customer activity resulting in Credible having to clear out or restore data will result in additional fees.
11. Credible currently provides joint web-based trainings at no direct cost to Customer. Credible reserves the right to begin charging an hourly attendance fee.

Credible Behavioral Health, Inc. SOURCE CODE ESCROW ADDENDUM

This **SOURCE CODE ESCROW ADDENDUM** (the “**Addendum**”) supplements and is made a part of the Business Services Agreement (the “**Agreement**”), dated _____, by and between Credible Behavioral Health, Inc. (“**Credible**”) and the Customer identified below (“**Customer**”) (each of Credible and Customer, a “**Party**”).

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

1.1 “Escrowed Source Code” shall mean the Source Code of the Application.

1.2 “Release Condition” shall mean any of the circumstances under which Customer shall have a right to receive a copy of the Escrowed Source Code, as contemplated in Section 2.1.

1.3 “Source Code” shall mean any code, scripts, algorithms or other instructions comprising computer software in human-readable, text-based form, designed to be interpreted in such form at the time of execution by a computer software interpreter or to be compiled and translated into machine-readable, binary object-code format for execution within operating system environments and/or targeted hardware platforms.

2. ESCROW OBLIGATION.

2.1 Initial Deposit with Escrow Agent. Within thirty (30) days after the Addendum Effective Date, Credible shall deliver one (1) copy of the Escrowed Source Code to a commercial escrow agent (the “**Escrow Agent**”), and shall enter into a binding contractual arrangement with such Escrow Agent according to which the Escrow Agent agrees (i) to hold and safeguard such Escrowed Source Code during the term of this Addendum; and (ii) to release a copy of such Escrowed Source Code to Customer if and when a Release Condition occurs.

2.2 Release Conditions. Provided that Customer is in full compliance with the terms of the Agreement, including, without limitation, payment of all amounts due and payable under the Agreement, Customer shall have a right to receive from the Escrow Agent one (1) copy of the Escrowed Source Code solely in the event that (i) Credible winds up or ceases to do business generally; or (ii) Credible has filed, or has had filed against it, a proceeding in bankruptcy or any receivership of all or substantially all of Credible’s assets, which proceeding or receivership is not dismissed or removed within sixty (60) days; or (iii) Credible has materially breached the Agreement and failed to cure such breach within thirty (30) days after receipt of written notice thereof (or within such longer period as may have been agreed by the Parties).

2.3 License. Subject to Customer’s compliance with the terms and conditions of this Agreement, upon the delivery to Customer of any Escrowed Source Code in accordance with this Agreement, Credible shall grant to Customer a non-exclusive non-transferable, non-sublicenseable right and license to use the Escrowed Source Code solely for purposes of providing technical support and software maintenance services with respect to Customer’s use of the Application Services in accordance with the Agreement and to use the Application to provide the Application Services in accordance with the terms of the Agreement.

2.4 Usage Limitations. Customer shall not disclose or distribute the Escrowed Source Code, or any portion thereof, to any third party and shall keep the Escrowed Source Code as strictly confidential and subject to the highest protections that Customer uses for its own most valuable confidential information. For purposes of this Agreement the Escrowed Source Code shall be considered Credible’s Confidential Information. Notwithstanding any provision in this Agreement to the contrary, Customer shall not use the Escrowed Source Code for any additional functions or purposes beyond the scope of the license granted hereunder. Upon any release of Escrowed Source Code, Credible may, at its option, terminate any agreements or other escrow arrangements with the Escrow Agent, may refrain from further escrow of the Escrowed Source Code, and Customer will have no obligation to pay for services of the Escrow Agent subsequent to the then-current term of the Escrow Agent.

2.5 Reservation of Rights. Credible hereby expressly reserves all rights in and to the Escrowed Source Code not granted in this Addendum, and, as between Credible and Customer, Credible retains all right, title and interest in the Escrowed Source Code, subject to the express license granted herein.

2.6 Disclaimers and Limitations. ANY AND ALL ESCROWED SOURCE CODE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CREDIBLE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ESCROWED SOURCE CODE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND/OR DATA ACCURACY, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM

IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE AGREEMENT.

3. FEES, COMPENSATION, EXPENSES. Customer shall reimburse Credible for all expenses incurred by Credible in delivering the Escrowed Source Code to the Escrow Agent and in payment for the services of the Escrow Agent, including any taxes or similar charges applicable thereto, or Customer will make payments directly to the Escrow Agent if Credible so directs. Credible shall provide invoices to Customer with respect to any such amounts, which amounts shall be due and payable within thirty (30) days after the invoice date.

4. TERM; TERMINATION

4.1 Term. This Addendum shall commence on the date of execution by both Parties (the "**Addendum Effective Date**") and shall remain in effect until the earlier to occur of (i) termination of the Agreement; or (ii) termination in accordance with Section 4.3 of this Addendum.

4.2 Elective Termination by Customer. Customer may, at its option, terminate this Addendum upon ninety (90) days' written notice to Credible.

4.3 Termination for Breach. Either Party may terminate this Addendum upon written notice in the event that the other Party materially breaches this Addendum and thereafter fails to cure such breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Credible may immediately terminate this Addendum upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the term of this Addendum.

4.4 Effect of Termination. Customer shall have no further rights under this Addendum upon termination hereof, notwithstanding any subsequent occurrence of an event otherwise constituting a Release Condition, and any license granted under Section 2.3 shall cease and terminate. Within thirty (30) days following termination of this Addendum, Customer will return or, at Credible's option, destroy (and thereafter certify such destruction in writing) all tangible embodiments, in whole or in part, of any Escrowed Source Code remaining in Customer's possession or control. After termination of this Addendum, Credible may refrain from further escrow of the Escrowed Source Code, and may require the Escrow Agent to return to Credible or destroy such Escrowed Source Code. The provisions of Sections 2.5, 2.6, 3 and this 4.4 will survive the termination of this Addendum.

The Parties agree to the above terms and have executed this Addendum as of the date(s) set forth below.

CUSTOMER: Mental Health Crisis Center of Lancaster County **CREDIBLE BEHAVIORAL HEALTH, INC.**

By (Signature): _____

By (Signature): _____

Name (Printed): Scott Etherton _____

Name (Printed): Matthew M. Dorman _____

Title: Executive Director _____

Title: CEO _____

Effective Date: _____

Effective Date: 10/30/17 _____

Credible Behavioral Health, Inc.
HIPAA BUSINESS ASSOCIATE ADDENDUM

This **HIPAA BUSINESS ASSOCIATE ADDENDUM** (the "**Addendum**") supplements and is made a part of the Business Services Agreement (the "**Agreement**"), dated _____, by and between Credible Behavioral Health, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**," and together, the "**Parties**"). This Addendum shall become effective as of date of execution of this Addendum by the Parties, provided that certain provisions shall become effective as of the date compliance with such provision is required under the applicable Regulation (as defined below) if such date of compliance occurs after the date of execution of this Addendum. Unless defined in this Addendum, capitalized terms will have the meaning set forth in the Agreement.

RECITALS

- A.** Customer is a "Covered Entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 as may be amended from time to time ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, as may be amended from time to time ("**HITECH Act**"), and the regulations issued pursuant to HIPAA and the HITECH Act, including the privacy and security regulations thereunder and, to the extent Customer is a government entity, the applicable guidelines of the National Institute of Standards and Technology, as may be amended from time to time (such regulations and guidelines collectively, "**Regulations**");
- B.** Customer and Credible are parties to the Agreement pursuant to which Credible provides certain services to Customer and, in connection with those services, Customer discloses to Credible certain Protected Health Information;
- C.** Credible, as a recipient of such Protected Health Information from Customer, is a "Business Associate" as that term is defined in the Regulations.
- D.** Pursuant to the Regulations, Customer must require Credible to agree, and Credible agrees, in writing as set forth below to certain mandatory provisions of the Regulations applicable to Business Associates receiving Protected Health Information of the type received by Credible from Customer.

OBLIGATIONS OF THE PARTIES

- 1. Scope of Use of Protected Health Information.** Credible may use or disclose Protected Health Information (a) for any purpose contemplated by this Addendum and to perform the services contemplated under the Agreement, unless such use or disclosure violates or would violate the Regulations if such activity were engaged in by Customer or (b) as required by law. Customer agrees to make reasonable efforts to request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 USC Section 17935(b).
- 2. Permitted Uses and Disclosures of Protected Health Information.**
- (i) Subject to the restrictions set forth throughout this Addendum, Credible may use Protected Health Information received from Customer if necessary for (a) the proper management and administration of Credible; or (b) to carry out the legal responsibilities of Credible.
- (ii) Subject to the restrictions set forth throughout this Addendum, Credible may disclose Protected Health Information for the proper management and administration of Credible, provided that disclosures are: a) required by law; or b) Credible obtains reasonable assurances from the person or entity 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 or entity, and the person or entity notifies Credible of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Credible is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine Protected Health Information created or received on behalf of Customer by Credible pursuant to this Addendum with Protected Health Information, as defined by 45 C.F.R. 160.103, received by Credible in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Customer.
- (iv) Credible may de-identify any and all Protected Health Information created or received by Credible under this Addendum. Once Protected Health Information has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this Addendum.
- 3. Covered Entity Obligation.** To the extent that Credible is to carry out any of a Covered Entity's obligations that are regulated by HIPAA, Credible shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.
- 4. Safeguards for the Protection of Protected Health Information.** Credible will use reasonable efforts to implement and maintain such business and technological safeguards as are necessary to ensure that Protected Health Information is not used or disclosed by Credible except in accordance with this Addendum.
- 5. Reporting of Unauthorized Use or Disclosure.** Credible shall promptly report to Customer any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum. Credible agrees to report to Customer the discovery of a Breach of Unsecured Protected Health Information and the Individuals affected without unreasonable delay (and within fifteen (15) business days) after it becomes aware of such Breach. If a delay is requested by a law-enforcement official, Credible may delay notifying Customer for the applicable time period. Credible shall (i) except as provided in (ii), promptly report to Customer any successful Security Incident of which Credible becomes aware; and (ii) upon reasonable request of, and the sole cost of, Customer, promptly report to Customer a summary of

unsuccessful Security Incidents targeting Electronic PHI if the summary is needed to comply with a HIPAA audit or reporting obligation to the Office of Civil Rights in the U.S. Department of Health and Human Services, to the extent the records required to provide such summary are available at the time of the request. For purposes of this Addendum, an "unsuccessful" Security Incident is an unsuccessful attempt to breach the security of Credible's systems that Credible determines was targeted at Electronic PHI, and does not include general "pinging" or "denial of service" attacks that are not determined to have been directed at such Electronic PHI and thus are not Security Incidents. Credible shall permit Customer to investigate any such report in accordance with Section 10 of this Addendum.

6. Mitigation. Credible will mitigate, to the extent practicable, any harmful effect known to Credible that is the result of, or arises from, Credible's unauthorized use or disclosure of Protected Health Information.

7. Use of Subcontractors. To the extent that Credible uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to Protected Health Information, each such subcontractor or agent shall sign an agreement with Credible containing restrictions and conditions related to Protected Health Information that are at least as restrictive as those that apply to Credible under this Addendum.

8. Data Transfer Security. Credible will implement reasonable administrative, physical, and technical safeguards that reasonably protect the security and integrity of Protected Health Information when electronically transferring Protected Health Information. Credible will not transmit Electronic PHI over the Internet or any other insecure or open communications channel unless such information is encrypted using encryption standards generally accepted in the health care community and is in compliance with the Regulations.

9. Access Security. Credible will take reasonable security measures to protect Protected Health Information from unauthorized access. Access to the Credible system and Protected Health Information will be controlled via a User ID and password. CREDIBLE IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A USER ID OR PASSWORD BY CUSTOMER'S STAFF.

10. Authorized Access to and Alteration of Protected Health Information. In order to help ensure the accuracy of Protected Health Information, Credible, upon written request, will provide Customer access for inspection to any such Protected Health Information then retained in Credible's possession. If any Protected Health Information is found to be inaccurate or incomplete, Customer may submit amendments or corrections to such Protected Health Information in writing and in a timely manner, and upon receipt of any such amendment, Credible shall promptly incorporate all such amendments or corrections. Credible shall cooperate promptly with Customer in responding to any request made by any subject Individual of such Protected Health Information to Customer to inspect and/or copy such Protected Health Information. Credible may not deny Customer access to any Protected Health Information if such Protected Health Information is requested by the subject Individual seeking access to it.

11. Records. Credible agrees to make relevant internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information (collectively, "**Records**"), available in accordance with Section 12(b) of this Addendum.

12. Accounting, Audits, and Inspection

(a) Credible will keep an accounting of all disclosures, outside its normal course of business, of Protected Health Information (the "**Disclosure Accounting**") on an ongoing basis and maintain the Disclosure Accounting for a period of at least six (6) years or until such Disclosure Accounting is destroyed or returned pursuant to Section 15 of this Addendum. At a minimum, the Disclosure Accounting will contain (i) the date of the disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of such entity or person; (iii) a brief description of Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure; or in lieu of such statement a copy of the subject Individual's written authorization or request for disclosure pursuant to the any Regulation. Credible will provide the Disclosure Accounting to Customer or a subject Individual within fifteen (15) days of receiving a written request from such Customer or subject Individual.

(b) Subject to compliance with Credible's security requirements, the Secretary or his or her respective authorized agents or contractors, may, examine Credible's facilities, systems, and Records related to Protected Health Information, as may be required to determine that Credible is in compliance with the Regulations and this Addendum. If it is determined that Credible is in violation of the Regulations or this Addendum, Credible shall promptly remedy any such violation and shall certify the same in writing.

13. Obligations of Customer. Customer will (i) provide Credible with the notice of privacy practices that Customer produces in accordance with 45 CFR 164.520, as well as any changes to such notice promptly after such changes are made; (ii) provide Credible with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes may affect Credible's permitted or required uses and disclosures; (iii) notify Credible of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to in accordance with 45 CFR 164.522; and (iv) not request Credible to use or disclose Protected Health Information in any manner that would not be permissible under or violate any Regulation if done by Customer.

14. Term and Termination. The term of this Addendum shall be effective as of the date of execution of this Addendum by both Parties and shall continue until termination of the Agreement or until the Addendum is otherwise terminated as provided herein, provided that the obligations of the Parties with respect to Protected Health Information under this Addendum may continue after such termination as provided in Section 15(ii). Upon either Credible's or Customer's knowledge of a material breach of this Addendum by the other Party, Credible or Customer, as applicable, may: (i) if the breach is curable, provide the breaching Party with written notice of the breach and afford the breaching Party forty-five (45) calendar days to cure the breach at the end of which period if the breach remains uncured, the non-breaching Party may terminate this Addendum and applicable portion(s) of the Agreement immediately upon written notice to the breaching Party; or (ii) if cure and termination are not feasible, the non-breaching Party may terminate this Addendum and the applicable portion(s) of the Agreement immediately.

15. Effect of Termination. Upon termination of this Addendum for any reason, Credible, at its option, will either (i) return, delete, purge and destroy, all Protected Health Information in Credible's possession in any form, or (ii) if Credible determines that such return or destruction is not feasible, Credible will inform Customer in writing of the reason thereof and will continue to restrict such Protected Health Information in compliance with this Addendum.

CREDIBLE

16. Effect on Agreement. This Addendum is intended to supplement, and not replace, the Agreement; however, if there is any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement with respect to Protected Health Information, the terms of this Addendum shall prevail.

17. Definitions. As used in this Addendum, the following capitalized terms will have the meanings specified below:

- a) **"Breach"** shall have the same meaning as the term "breach" in 45 CFR Section 164.402.
- b) **"Electronic Protected Health Information"** or **"Electronic PHI"** shall have the same meaning as the term "electronic protected health information" in 45 CFR Section 160.103, but limited to Protected Health Information under the Addendum.
- c) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- d) **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR Section 164.103, but limited to the protected health information received from, or transmitted on behalf of, Customer by Credible.
- e) **"Regulation Compliance Date"** shall mean, in each case, the date by which compliance is required under the applicable Regulation.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- g) **"Security Incident"** shall mean any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum.
- h) **"Unsecured Protected Health Information"** shall have the same meaning as the term "unsecured protected health information" in 45 CFR Section 164.402, but limited to Protected Health Information under the Addendum.

By their authorized signatures below, the Parties indicate their acceptance of the terms and conditions contained in this Addendum, and the Parties agree to be legally bound by such terms and conditions.

CUSTOMER: Mental Health Crisis Center of Lancaster County

CREDIBLE BEHAVIORAL HEALTH, INC.

By (Signature): _____

By (Signature):  _____

Name (Printed): Scott Etherton _____

Name (Printed): Matthew M. Dorman _____

Title: Executive Director _____

Title: CEO _____

Effective Date: _____

Effective Date: 10/30/17 _____



Credible Behavioral Health, Inc. SOURCE CODE ESCROW ADDENDUM

This **SOURCE CODE ESCROW ADDENDUM** (the "**Addendum**") supplements and is made a part of the Business Services Agreement (the "**Agreement**"), dated _____, by and between Credible Behavioral Health, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

1.1 "Escrowed Source Code" shall mean the Source Code of the Application.

1.2 "Release Condition" shall mean any of the circumstances under which Customer shall have a right to receive a copy of the Escrowed Source Code, as contemplated in Section 2.1.

1.3 "Source Code" shall mean any code, scripts, algorithms or other instructions comprising computer software in human-readable, text-based form, designed to be interpreted in such form at the time of execution by a computer software interpreter or to be compiled and translated into machine-readable, binary object-code format for execution within operating system environments and/or targeted hardware platforms.

2. ESCROW OBLIGATION.

2.1 Initial Deposit with Escrow Agent. Within thirty (30) days after the Addendum Effective Date, Credible shall deliver one (1) copy of the Escrowed Source Code to a commercial escrow agent (the "**Escrow Agent**"), and shall enter into a binding contractual arrangement with such Escrow Agent according to which the Escrow Agent agrees (i) to hold and safeguard such Escrowed Source Code during the term of this Addendum; and (ii) to release a copy of such Escrowed Source Code to Customer if and when a Release Condition occurs.

2.2 Release Conditions. Provided that Customer is in full compliance with the terms of the Agreement, including, without limitation, payment of all amounts due and payable under the Agreement, Customer shall have a right to receive from the Escrow Agent one (1) copy of the Escrowed Source Code solely in the event that (i) Credible winds up or ceases to do business generally; or (ii) Credible has filed, or has had filed against it, a proceeding in bankruptcy or any receivership of all or substantially all of Credible's assets, which proceeding or receivership is not dismissed or removed within sixty (60) days; or (iii) Credible has materially breached the Agreement and failed to cure such breach within thirty (30) days after receipt of written notice thereof (or within such longer period as may have been agreed by the Parties).

2.3 License. Subject to Customer's compliance with the terms and conditions of this Agreement, upon the delivery to Customer of any Escrowed Source Code in accordance with this Agreement, Credible shall grant to Customer a non-exclusive non-transferable, non-sublicenseable right and license to use the Escrowed Source Code solely for purposes of providing technical support and software maintenance services with respect to Customer's use of the Application Services in accordance with the Agreement and to use the Application to provide the Application Services in accordance with the terms of the Agreement.

2.4 Usage Limitations. Customer shall not disclose or distribute the Escrowed Source Code, or any portion thereof, to any third party and shall keep the Escrowed Source Code as strictly confidential and subject to the highest protections that Customer uses for its own most valuable confidential information. For purposes of this Agreement the Escrowed Source Code shall be considered Credible's Confidential Information. Notwithstanding any provision in this Agreement to the contrary, Customer shall not use the Escrowed Source Code for any additional functions or purposes beyond the scope of the license granted hereunder. Upon any release of Escrowed Source Code, Credible may, at its option, terminate any agreements or other escrow arrangements with the Escrow Agent, may refrain from further escrow of the Escrowed Source Code, and Customer will have no obligation to pay for services of the Escrow Agent subsequent to the then-current term of the Escrow Agent.

2.5 Reservation of Rights. Credible hereby expressly reserves all rights in and to the Escrowed Source Code not granted in this Addendum, and, as between Credible and Customer, Credible retains all right, title and interest in the Escrowed Source Code, subject to the express license granted herein.

2.6 Disclaimers and Limitations. ANY AND ALL ESCROWED SOURCE CODE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CREDIBLE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ESCROWED SOURCE CODE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND/OR DATA ACCURACY, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM

IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE AGREEMENT.

3. FEES, COMPENSATION, EXPENSES. Customer shall reimburse Credible for all expenses incurred by Credible in delivering the Escrowed Source Code to the Escrow Agent and in payment for the services of the Escrow Agent, including any taxes or similar charges applicable thereto, or Customer will make payments directly to the Escrow Agent if Credible so directs. Credible shall provide invoices to Customer with respect to any such amounts, which amounts shall be due and payable within thirty (30) days after the invoice date.

4. TERM; TERMINATION

4.1 Term. This Addendum shall commence on the date of execution by both Parties (the "**Addendum Effective Date**") and shall remain in effect until the earlier to occur of (i) termination of the Agreement; or (ii) termination in accordance with Section 4.3 of this Addendum.

4.2 Elective Termination by Customer. Customer may, at its option, terminate this Addendum upon ninety (90) days' written notice to Credible.

4.3 Termination for Breach. Either Party may terminate this Addendum upon written notice in the event that the other Party materially breaches this Addendum and thereafter fails to cure such breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Credible may immediately terminate this Addendum upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the term of this Addendum.

4.4 Effect of Termination. Customer shall have no further rights under this Addendum upon termination hereof, notwithstanding any subsequent occurrence of an event otherwise constituting a Release Condition, and any license granted under Section 2.3 shall cease and terminate. Within thirty (30) days following termination of this Addendum, Customer will return or, at Credible's option, destroy (and thereafter certify such destruction in writing) all tangible embodiments, in whole or in part, of any Escrowed Source Code remaining in Customer's possession or control. After termination of this Addendum, Credible may refrain from further escrow of the Escrowed Source Code, and may require the Escrow Agent to return to Credible or destroy such Escrowed Source Code. The provisions of Sections 2.5, 2.6, 3 and this 4.4 will survive the termination of this Addendum.

The Parties agree to the above terms and have executed this Addendum as of the date(s) set forth below.

CUSTOMER: Mental Health Crisis Center of Lancaster County **CREDIBLE BEHAVIORAL HEALTH, INC.**

By (Signature): *Scott Etherton*

By (Signature): _____

Name (Printed): Scott Etherton *Scott Etherton*

Name (Printed): Matthew M. Dorman _____

Title: Executive Director *Executive Director*

Title: CEO _____

Effective Date: *11-9-17*

Effective Date: _____

CREDIBLE



Credible Behavioral Health, Inc. HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA BUSINESS ASSOCIATE ADDENDUM (the "**Addendum**") supplements and is made a part of the Business Services Agreement (the "**Agreement**"), dated _____, by and between Credible Behavioral Health, Inc. ("**Credible**") and the Customer identified below ("**Customer**") (each of Credible and Customer, a "**Party**," and together, the "**Parties**"). This Addendum shall become effective as of date of execution of this Addendum by the Parties, provided that certain provisions shall become effective as of the date compliance with such provision is required under the applicable Regulation (as defined below) if such date of compliance occurs after the date of execution of this Addendum. Unless defined in this Addendum, capitalized terms will have the meaning set forth in the Agreement.

RECITALS

- A.** Customer is a "Covered Entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 as may be amended from time to time ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, as may be amended from time to time ("**HITECH Act**"), and the regulations issued pursuant to HIPAA and the HITECH Act, including the privacy and security regulations thereunder and, to the extent Customer is a government entity, the applicable guidelines of the National Institute of Standards and Technology, as may be amended from time to time (such regulations and guidelines collectively, "**Regulations**");
- B.** Customer and Credible are parties to the Agreement pursuant to which Credible provides certain services to Customer and, in connection with those services, Customer discloses to Credible certain Protected Health Information;
- C.** Credible, as a recipient of such Protected Health Information from Customer, is a "Business Associate" as that term is defined in the Regulations.
- D.** Pursuant to the Regulations, Customer must require Credible to agree, and Credible agrees, in writing as set forth below to certain mandatory provisions of the Regulations applicable to Business Associates receiving Protected Health Information of the type received by Credible from Customer.

OBLIGATIONS OF THE PARTIES

- 1. Scope of Use of Protected Health Information.** Credible may use or disclose Protected Health Information (a) for any purpose contemplated by this Addendum and to perform the services contemplated under the Agreement, unless such use or disclosure violates or would violate the Regulations if such activity were engaged in by Customer or (b) as required by law. Customer agrees to make reasonable efforts to request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with 42 USC Section 17935(b).
- 2. Permitted Uses and Disclosures of Protected Health Information.**
- (i) Subject to the restrictions set forth throughout this Addendum, Credible may use Protected Health Information received from Customer if necessary for (a) the proper management and administration of Credible; or (b) to carry out the legal responsibilities of Credible.
- (ii) Subject to the restrictions set forth throughout this Addendum, Credible may disclose Protected Health Information for the proper management and administration of Credible, provided that disclosures are: a) required by law; or b) Credible obtains reasonable assurances from the person or entity 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 or entity, and the person or entity notifies Credible of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Credible is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine Protected Health Information created or received on behalf of Customer by Credible pursuant to this Addendum with Protected Health Information, as defined by 45 C.F.R. 160.103, received by Credible in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Customer.
- (iv) Credible may de-identify any and all Protected Health Information created or received by Credible under this Addendum. Once Protected Health Information has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this Addendum.
- 3. Covered Entity Obligation.** To the extent that Credible is to carry out any of a Covered Entity's obligations that are regulated by HIPAA, Credible shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.
- 4. Safeguards for the Protection of Protected Health Information.** Credible will use reasonable efforts to implement and maintain such business and technological safeguards as are necessary to ensure that Protected Health Information is not used or disclosed by Credible except in accordance with this Addendum.
- 5. Reporting of Unauthorized Use or Disclosure.** Credible shall promptly report to Customer any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum. Credible agrees to report to Customer the discovery of a Breach of Unsecured Protected Health Information and the Individuals affected without unreasonable delay (and within fifteen (15) business days) after it becomes aware of such Breach. If a delay is requested by a law-enforcement official, Credible may delay notifying Customer for the applicable time period. Credible shall (i) except as provided in (ii), promptly report to Customer any successful Security Incident of which Credible becomes aware; and (ii) upon reasonable request of, and the sole cost of, Customer, promptly report to Customer a summary of

unsuccessful Security Incidents targeting Electronic PHI if the summary is needed to comply with a HIPAA audit or reporting obligation to the Office of Civil Rights in the U.S. Department of Health and Human Services, to the extent the records required to provide such summary are available at the time of the request. For purposes of this Addendum, an "unsuccessful" Security Incident is an unsuccessful attempt to breach the security of Credible's systems that Credible determines was targeted at Electronic PHI, and does not include general "pinging" or "denial of service" attacks that are not determined to have been directed at such Electronic PHI and thus are not Security Incidents. Credible shall permit Customer to investigate any such report in accordance with Section 10 of this Addendum.

6. Mitigation. Credible will mitigate, to the extent practicable, any harmful effect known to Credible that is the result of, or arises from, Credible's unauthorized use or disclosure of Protected Health Information.

7. Use of Subcontractors. To the extent that Credible uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to Protected Health Information, each such subcontractor or agent shall sign an agreement with Credible containing restrictions and conditions related to Protected Health Information that are at least as restrictive as those that apply to Credible under this Addendum.

8. Data Transfer Security. Credible will implement reasonable administrative, physical, and technical safeguards that reasonably protect the security and integrity of Protected Health Information when electronically transferring Protected Health Information. Credible will not transmit Electronic PHI over the Internet or any other insecure or open communications channel unless such information is encrypted using encryption standards generally accepted in the health care community and is in compliance with the Regulations.

9. Access Security. Credible will take reasonable security measures to protect Protected Health Information from unauthorized access. Access to the Credible system and Protected Health Information will be controlled via a User ID and password. CREDIBLE IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A USER ID OR PASSWORD BY CUSTOMER'S STAFF.

10. Authorized Access to and Alteration of Protected Health Information. In order to help ensure the accuracy of Protected Health Information, Credible, upon written request, will provide Customer access for inspection to any such Protected Health Information then retained in Credible's possession. If any Protected Health Information is found to be inaccurate or incomplete, Customer may submit amendments or corrections to such Protected Health Information in writing and in a timely manner, and upon receipt of any such amendment, Credible shall promptly incorporate all such amendments or corrections. Credible shall cooperate promptly with Customer in responding to any request made by any subject Individual of such Protected Health Information to Customer to inspect and/or copy such Protected Health Information. Credible may not deny Customer access to any Protected Health Information if such Protected Health Information is requested by the subject Individual seeking access to it.

11. Records. Credible agrees to make relevant internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information (collectively, "**Records**"), available in accordance with Section 12(b) of this Addendum.

12. Accounting, Audits, and Inspection

(a) Credible will keep an accounting of all disclosures, outside its normal course of business, of Protected Health Information (the "**Disclosure Accounting**") on an ongoing basis and maintain the Disclosure Accounting for a period of at least six (6) years or until such Disclosure Accounting is destroyed or returned pursuant to Section 15 of this Addendum. At a minimum, the Disclosure Accounting will contain (i) the date of the disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of such entity or person; (iii) a brief description of Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure; or in lieu of such statement a copy of the subject Individual's written authorization or request for disclosure pursuant to the any Regulation. Credible will provide the Disclosure Accounting to Customer or a subject Individual within fifteen (15) days of receiving a written request from such Customer or subject Individual.

(b) Subject to compliance with Credible's security requirements, the Secretary or his or her respective authorized agents or contractors, may, examine Credible's facilities, systems, and Records related to Protected Health Information, as may be required to determine that Credible is in compliance with the Regulations and this Addendum. If it is determined that Credible is in violation of the Regulations or this Addendum, Credible shall promptly remedy any such violation and shall certify the same in writing.

13. Obligations of Customer. Customer will (i) provide Credible with the notice of privacy practices that Customer produces in accordance with 45 CFR 164.520; as well as any changes to such notice promptly after such changes are made; (ii) provide Credible with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes may affect Credible's permitted or required uses and disclosures; (iii) notify Credible of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to in accordance with 45 CFR 164.522; and (iv) not request Credible to use or disclose Protected Health Information in any manner that would not be permissible under or violate any Regulation if done by Customer.

14. Term and Termination. The term of this Addendum shall be effective as of the date of execution of this Addendum by both Parties and shall continue until termination of the Agreement or until the Addendum is otherwise terminated as provided herein, provided that the obligations of the Parties with respect to Protected Health Information under this Addendum may continue after such termination as provided in Section 15(ii). Upon either Credible's or Customer's knowledge of a material breach of this Addendum by the other Party, Credible or Customer, as applicable, may: (i) if the breach is curable, provide the breaching Party with written notice of the breach and afford the breaching Party forty-five (45) calendar days to cure the breach at the end of which period if the breach remains uncured, the non-breaching Party may terminate this Addendum and applicable portion(s) of the Agreement immediately upon written notice to the breaching Party; or (ii) if cure and termination are not feasible, the non-breaching Party may terminate this Addendum and the applicable portion(s) of the Agreement immediately.

15. Effect of Termination. Upon termination of this Addendum for any reason, Credible, at its option, will either (i) return, delete, purge and destroy, all Protected Health Information in Credible's possession in any form, or (ii) if Credible determines that such return or destruction is not feasible, Credible will inform Customer in writing of the reason thereof and will continue to restrict such Protected Health Information in compliance with this Addendum.

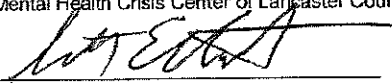
CREDIBLE

16. **Effect on Agreement.** This Addendum is intended to supplement, and not replace, the Agreement; however, if there is any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement with respect to Protected Health Information, the terms of this Addendum shall prevail.

17. **Definitions.** As used in this Addendum, the following capitalized terms will have the meanings specified below:

- a) **"Breach"** shall have the same meaning as the term "breach" in 45 CFR Section 164.402.
- b) **"Electronic Protected Health Information"** or **"Electronic PHI"** shall have the same meaning as the term "electronic protected health information" in 45 CFR Section 160.103, but limited to Protected Health Information under the Addendum.
- c) **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- d) **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR Section 164.103, but limited to the protected health information received from, or transmitted on behalf of, Customer by Credible.
- e) **"Regulation Compliance Date"** shall mean, in each case, the date by which compliance is required under the applicable Regulation.
- f) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- g) **"Security Incident"** shall mean any use or disclosure of Protected Health Information of which Credible becomes aware that is not permitted by this Addendum.
- h) **"Unsecured Protected Health Information"** shall have the same meaning as the term "unsecured protected health information" in 45 CFR Section 164.402, but limited to Protected Health Information under the Addendum.

By their authorized signatures below, the Parties indicate their acceptance of the terms and conditions contained in this Addendum, and the Parties agree to be legally bound by such terms and conditions.

CUSTOMER:	Mental Health Crisis Center of Lancaster County	CREDIBLE BEHAVIORAL HEALTH, INC.
By (Signature):		By (Signature):
Name (Printed):	Scott Etherton <u>Scott Etherton</u>	Name (Printed):
Title:	Executive Director <u>Executive Director</u>	Title:
Effective Date:	<u>11-9-17</u>	Effective Date:

