Data Processing Services Agreement

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Indigent Healthcare Solutions, Ltd. ("IHS"), having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, and Collin County ("County") with administrative offices located at Collin County Courthouse, McKinney, Texas 75069:

Check one:	**___ Onsite Installation**	**X Hosted Installation**

WHEREAS, the Health Care Foundation Board of Trustees, Collin County, TX has determined that a public necessity exists to preserve, store, process, retrieve and organize certain data and information of the County in order to prevent material losses to the County and to comply with the terms and conditions of the Texas Indigent Health Care and Treatment Act, Texas Health & Safety Code, Subtitle C, Chapter 61 (the "Act");

WHEREAS the Health Care Foundation Board of Trustees, Collin County, TX has determined that it needs to contract for data processing services; and

WHEREAS, the Health Care Foundation Board of Trustees, Collin County, TX has determined that such data processing services would be best provided by IHS; and

WHEREAS, IHS is willing to enter into this agreement upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO PROVIDE SERVICES

The County agrees to retain IHS as an independent contractor, and IHS agrees to provide service to the County upon the terms and conditions hereinafter stated.

2. TERM

This Agreement shall have an Initial Term of Two (2) years commencing on November 1, 2009, and continuing to and including November 1, 2011.

This Agreement shall automatically renew for successive Renewal Terms of term equal to the Initial Term unless either party notifies the other in writing no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other party; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years as provided by Texas Local Government Code section 271.009, or such other total term as permitted from time to time under applicable law.

3. POST-EXPIRATION ASSISTANCE

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, IHS will assist in the transferal of the County's data files in the possession of IHS pursuant to this Agreement, including conversion of such data to another data format usable by the County; provided, however, that use of such format does not violate the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees to and costs incurred by IHS for such transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4. AUTHORIZATION

The County Judge of the County certifies that all appropriate steps to legally enter into this Agreement have been taken on behalf of the County, that the matter has been approved by the Commissioners Court and that the terms of this Agreement are understood and agreed by County. Moreover, the County Judge certifies that all laws, rules and regulations as well as any local governmental rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

5. BREACH, INVALIDATION OR EARLY TERMINATION

This Agreement shall automatically terminate upon the occurrence of any one or more of the following, whether or not notice is given to County, unless IHS in its sole discretion elects to continue to provide the Services under the terms of this Agreement: (i) any attempt or offer by County to transfer, sublicense or assign, or any actual transfer, sublicense or assignment of, this Agreement, the License Agreement, or any rights or obligations arising under either of these; (ii) because of any change in applicable law or regulation, or order of any court, regulatory agency or other instrumentality of government having jurisdiction and authority, which change or order has or likely will have the effect, as determined in the sole judgment of IHS, of substantially altering, or making impracticable IHS' performance of, the material terms and conditions of this Agreement or the License Agreement; or (iii) any assignment or transfer, whether actual or constructive, by operation of law or lawful order, including but not limited to a receiver or trustee in bankruptcy taking possession, or an assignment for the benefit of creditors.

IHS shall have the right to terminate this Agreement immediately upon the material breach of this Agreement or of the License Agreement by County or any of its officers, elected officials, employees, agents or other representatives, by the giving of written notice to County, stating the reasons for such termination.

IHS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of intellectual property or intellectual property rights, or for unfair competition or trade practices, or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant licensor of IHS, or the County or any of County's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to County by IHS, stating the reason for such termination. In the event of such termination, IHS will make a good faith effort to assist County to arrange for substitute services; and IHS shall have the option, in lieu of such termination, to offer to provide reasonable substitute services on terms and conditions (if different than those specified in this Agreement with regard to obligations of IHS other than as to specific equipment, software and other materials) to be agreed by the parties.

The License Agreement shall terminate, without necessity of notice to County, upon termination or expiration of this Agreement, unless otherwise expressly agreed in writing by IHS.

If this Agreement is terminated or invalidated pursuant to Section 6 (except as otherwise expressly provided in this Agreement for termination under such section) or by County's breach, including but not limited to breach of the terms of any software or other license applicable to equipment or software used or provided by IHS in providing the Service, or invalidated by operation of law or lawful order, IHS shall have no duty to assist County as described by Section 3.

In the event of termination for any reason prior to the Expiration Date of the term hereof or any renewals thereof, IHS shall have the right immediately to reclaim possession of any of its property in the possession or under the control of the County (or any of its employees, officers, elected officials, agents or other representatives), including IHS programs (including but not limited to the Programs specifically licensed in the Non-Exclusive License Agreement, **Attachment B** hereto ("License Agreement")), data, and related documentation or other support materials, and County shall have a duty to immediately return all such items and any and all copies of such items in its possession or under its control to IHS, and shall immediately refrain from using same; and in addition County promptly shall identify to IHS in writing any persons or entities, including County's employees, officers, elected officials, agents or representatives as well as third parties, that the County or any of its employees, officers, elected officials, agents or representatives know or reasonably suspect still possess or are using in whole or part any such IHS Property.

6. SUBJECT TO APPROPRIATION

This Agreement shall continue in force as set forth in Paragraph 2 above, subject only to the following limitation: The obligation of the County to make payments under this Agreement is subject to annual appropriation by the County in its budget of funds to make such payments.

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that the County will remain responsible for costs and fees accrued hereunder for periods prior to such non-appropriation termination; and provided, further, that any assistance provided to County by IHS in the transferal of County data, including but not limited to any conversion or formatting of data, shall be provided by IHS under the provisions of Section 3, and County's obligation there under to pay for such services shall not be excused by reason of the non-appropriation of funds for the Agreement as a whole.

County certifies that it has available funds for payment of this Agreement during the initial fiscal year of the County in the Initial Term hereof. Further, County agrees that it will notify IHS at least ninety (90) days prior to the end of its fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this Agreement is not terminated pursuant to this section, then on or before ten (10) days before the beginning of each County fiscal year during the applicable term hereof, the County shall provide written certification that adequate funds have been appropriated by the County for the payment in full required under this Agreement for such fiscal year.

7. SERVICES

During the Initial Term or any Renewal Term hereof, IHS shall provide data processing services to the County and its various specified departments, as described in **Attachment A** hereto ("Scope of Services and Schedule of Equipment") (the "Services"). IHS shall render the Services to the County as may be reasonably requested from time to time by the County. The Services will be provided either by utilizing equipment specified in **Attachment A** that is installed and operated by IHS on the premises of the County, as contemplated below in this Section 7 and in Section 16, or by Hosted Services based on servers located at an IHS site.
The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Attachment A** hereto; *provided*, that no more than the Concurrent User Number may access or use the Program(s) at any given time. The Client shall assign a unique User Identification Number to each

authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

"User" shall mean a County employee who is authorized to access and use the Services.

"User Number" shall mean the maximum number of County employees who are authorized to access and use the Services, *i.e.*, the maximum number of Users.

"Concurrent User Number" shall mean the maximum number of Users who are authorized to access and use the Services at any given time.

IHS agrees to provide training to the County's personnel in the various County departments utilizing the Services hereunder, when, in the opinion of both parties, it will further the intent of this Agreement and facilitate and expedite the provision of the Services; provided, that only the initial orientation described below is included as part of the Monthly Fee.

The County acknowledges that certain computer programs will be utilized or otherwise made available by IHS in its provision of the Services hereunder, and that these programs (the "Programs") and their use by the County or on its behalf or for its benefit shall be governed by the companion License Agreement (**Attachment B**), which is hereby incorporated into this Agreement, and by other applicable terms of this Agreement. In the event of a conflict between the terms of this Agreement or any amendment hereto and the License Agreement as it may be amended from time to time, the terms of the License Agreement shall control.

Initial Installation of the IHS Programs by IHS for the Services shall occur after an initial orientation of appropriate County personnel by IHS, to be arranged as specified in Section 17.E below. As contemplated in Section 17.E, the initial orientation shall be at no additional charge to the County if it is performed at IHS's offices in Conroe, Texas, or at a location in County's offices; but if the County elects to have such initial orientation at another location, or additional orientation sessions, the County shall be responsible for fees and reasonable costs associated with the provision of such orientation, regardless of location, at IHS's then-prevailing time and materials rates, including costs and expenses of IHS travel and reasonable per diem expenses.

Initial Installation of the Programs and equipment for the Services shall be performed at no additional cost to the County.

IHS will provide a server on which IHS Programs will be installed and operated by IHS that will be connected to the County's network as appropriate for access by the County. That server may be located at a site on County's premises ("Onsite Installation") or at a remote site of IHS's choosing ("Hosting Site"), as specified in **Attachment A** hereto.

For Onsite Installation. After Initial Installation, access and maintenance of the Programs by IHS for Onsite Installation will be by remote access. The County shall be responsible for the provision of satisfactory remote access by IHS, as contemplated in Section 17.F below. After Initial Installation, any trips by IHS to the Onsite Installation site that may be required for maintenance, upgrades or other purposes shall be billed to the County on a time and materials basis, including costs and expenses of IHS travel and reasonable per diem expenses, and the County agrees to pay such charges, costs and expenses. The County will be responsible for all data backup for Onsite Installations, as provided in Section 17.C.

For Remote Installation. In the even Hosting has been selected by County, IHS will provide the Services utilizing server(s) located at IHS site(s) ("Hosted Services") rather than at a County site. Access to the Hosted Services by the County will be via the Internet accessible from County workstations or other appropriate computer equipment, as applicable. IHS will provide security and access limitation at the Hosting installation site(s) in the form of the methods and procedures stated in **Attachment A** hereto as part of the Hosted Services, at no additional cost to the County. IHS will be responsible for data backup. The County will be responsible for obtaining and maintaining suitable Internet access via a reliable and competent Internet Service Provider ("ISP") or other suitable access

provider or method (such as a virtual private network), and for providing and maintaining suitable internal local area networks and other infrastructure suitable to achieve such Internet access from the workstations or other locations from which the County will access the Hosted Services.

The County is responsible for all costs related to achieving such Internet access to the Hosted Services server(s), including but not limited to any costs of equipment, equipment and software installation and maintenance required to achieve such Internet access, and the costs of service by its ISP or other means of Internet access. The ISP (or other method of Internet access) must provide reliable Internet access, with the minimum performance criteria identified in **Attachment A**. The County shall identify its proposed ISP (or other method of Internet access) and provide appropriate supporting detail and technical specifications about the ISP (or other method of access) service to IHS for approval, the giving or denying of which shall be based on IHS's best professional judgment. If, in IHS's sole judgment, the County's proposed ISP (or other method of Internet access) has capabilities inadequate to permit appropriately reliable, accurate and fast access to the Hosted Services, or if an ISP (or other method) used by the County, even if previously approved by IHS, has provided inadequate or unreliable access, on written request by IHS, the County agrees promptly to replace the ISP (or other method) with another having suitable capability and performance record, subject to IHS's approval.

If, having elected Hosted Services against IHS's advice to do so based on IHS's assessment that available ISPs (or other methods) will not provide the County with adequate access to Hosted Services, or if available ISPs (and other methods) lack or have shown by performance to lack ability to provide adequate and reliable access to Hosted Services, IHS may request in writing that the County convert to an Onsite Installation; if the County elects not to do so, IHS may at its sole discretion terminate this Agreement without penalty or further obligation to the County, other than the obligation to return the County's data to it and to assist the County with data conversion specified in Section 3. Conversion to an Onsite Installation, if elected by the County will be at the County's expense, with costs of IHS-provided equipment (including Onsite server(s)) and Onsite Initial Installation at County expense, at IHS's then-prevailing rates for labor and equipment, and including per diem and reasonable travel expenses for any IHS personnel visits to the new site.

8. SPECIAL SERVICES

IHS will from time to time provide the County with such special services or supplies outside the stated scope of the Services but related thereto as may reasonably be requested or approved by the County, and for which special services funds have been appropriated, including but not limited to: special data entry services, such as conversion, program and test data keypunching, and other data entry; computer runs; or industrial or systems engineering services; provided, that the County and IHS agree upon the fees and costs therefore, that the County approves, in writing, payment for such special services, and certifies in writing that appropriated funds are available to pay for such special services. Special services shall include conversion, formatting or other handling of data to be maintained or utilized by IHS under this Agreement, whether such data is provided to IHS by County or on County's behalf by a previous or existing third-party County service provider, as may be reasonable or necessary.

For any custom programming (*i.e.*, any programming or other services not identified in Attachment A) that is requested by County and which IHS agrees to provide, IHS shall provide County an estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the requested custom programming, based on IHS' then-prevailing rates for such custom programming services. County shall have the option thereafter to have the custom programming performed. Upon County providing a written certification that appropriated funds are available from current sources to pay for such custom programming services, IHS shall perform such services. IHS shall bill County, and County agrees to pay, for the actual time, materials and other costs and expenses incurred in performing the custom programming, at IHS' then-prevailing rates.

The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup (see section 17.C), restore (see section 17.C), or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other

relevant County functions or procedures concerning such data or Access thereto, are compliant with the Heath Insurance Portability and Accountability Act ("HIPAA"), 29 U.S.C. ' ' 1181, et seq., and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may be achieve compliance with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses.

If IHS is requested to provide assistance to County to respond to any request made under the Texas Public Information Act, IHS shall be compensated by County for any such assistance that is outside the scope of the standard reporting specified in **Attachment A**, on a time and materials basis at IHS' then-prevailing rates.

9. OWNERSHIP AND CONFIDENTIALITY

The County's data files and the data contained therein shall be and remain the County's property. All the existing data and data files of the County shall be returned to it by IHS at the Expiration Date or upon earlier termination of this Agreement. The County's data shall not be utilized by IHS for any purpose other than that of rendering services to the County under this Agreement and will not be disclosed, sold, assigned, leased, or disseminated to third parties, by IHS, or commercially used or exploited by or on behalf of IHS, its employees or agents.

10. PROTECTION OF COUNTY DATA

IHS shall establish and maintain reasonable safeguards against the destruction or loss of the County's data in the possession of IHS, which safeguards shall at least meet the standards of safety maintained by the County for like data. As provided in Section 17.C below, for Onsite Installations, the County shall be responsible for daily and monthly backup of data.

11. MONTHLY FEES; INTEREST; TAXES

Commencing on November 1, 2009, and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereto, the County shall pay to IHS at its office in Montgomery County, Texas, as advance monthly fees for the Service, the sum of One Thousand, Three Hundred Fifty-Two Dollars ($1,352.00) (the "Monthly Fee").

In the event the County elects to add additional equipment or software, or to request substitute equipment or software, during the term of the Agreement, IHS shall provide it, subject to availability and there being appropriated funds certified by the County in writing and sufficient to cover associated additional or increased costs and fees associated with such additional or replacement equipment and software. IHS may require an initial fee for the costs of providing the requested additional equipment or software. The Monthly Fee applicable thereafter may be increased by IHS as necessary to reflect any additional cost to IHS of providing, installing, maintaining, repairing and, as appropriate, operating each requested additional device and any associated software or licenses.

Timely payment in full of fees and other costs when due is a material obligation of the County. Payments are due within thirty (30) days of invoice by IHS. Amounts due and payable by County but not timely received by IHS shall accrue eight percent interest from the first day past due until paid.

County shall be responsible for any and all taxes or levies of any kind or character whatever that may be assessed or due on account of the Services, except any receipts taxes or income taxes of IHS. If County claims exemption from any particular tax or taxes, such as sales taxes, County must provide IHS with a copy of the applicable tax exemption certificate.

12. TERMINATION

Except as otherwise provided herein for immediate termination by IHS, if the County defaults in any required payments to IHS, or fails to perform any other material obligation hereunder, IHS shall notify the County in writing of such default, including a brief statement of the facts constituting the claimed default. If the County does not cause such default to be remedied within a reasonable amount of time after receipt of such written notice, IHS shall have the right to terminate this Agreement with no further written notice to County and without penalty to IHS. Such termination for default will not relieve the County of its obligation to pay all fees and costs accrued or otherwise due and payable under this Agreement as of the date of such termination; and shall not operate to waive or diminish any other rights of IHS hereunder, or to obtain such other relief at law or in equity to which it may be entitled.

If IHS defaults in its obligations hereunder, County shall notify IHS in writing of such claimed default, including a statement of the facts asserted as the basis for such claimed default. IHS shall have a reasonable time after receipt of such written notice to review the County's claim and respond to County with an estimate of the time required to cure the claimed default. IHS shall then cause such default to be remedied within the estimated time. If timely cure is not made by IHS, the County shall have the right by further written notice to IHS to terminate this Agreement; provided, that such termination shall not operate to excuse County of payment for all costs and fees accrued hereunder prior to such termination. This agreement may be cancelled anytime after the expiration of initial 2 year period described in paragraph two of this agreement with 90 day notice.

13. TIME REQUIREMENTS

IHS is not required to devote its efforts exclusively to the performance of this Agreement, and IHS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

14. INDEPENDENT CONTRACTOR

The parties contemplate and intend that the relationship of IHS to County at all times during the term of this Agreement and any extensions thereof shall be that of an independent contractor and not an employee of the County; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of IHS as an independent contractor. IHS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them. Other than as may be expressly provided herein to the contrary, IHS is and shall be the sole and exclusive owner of any and all work product or intellectual property it may create or cause to be created for or in relation to its provision of the Services to the County.

15. NOTICE

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to IHS:

INDIGENT HEALTHCARE SOLUTIONS
2040 Loop 336 - Suite 304
Conroe, Texas 77304

If to County:

Attn: Mr. Keith Self
President of Health Care Foundation Board of Trustees, Collin County, TX
201 S. McDonald Street
McKinney, TX 75069

16. SITE ENVIRONMENT; COUNTY LIABILITY FOR DAMAGE TO EQUIPMENT OR SITE ENVIRONMENT

The County shall provide a suitable installation and operation environment (the ASite Environment) for the computers and other equipment utilized by IHS in connection with this Agreement, in accordance with the applicable equipment manufacturer's requirements, a copy of which is available to the County upon request, and with any other requirements specified in **Attachment C** hereto ("Statement of Site Environment Requirements and Acknowledgment of Responsibility for Site Environment"). In the event the County does not provide or maintain the required Site Environment at any time during the term of this Agreement or any extensions thereof, IHS is authorized at its sole option either to terminate this Agreement by giving ten (10) days written notice, or to take such steps as may be reasonable or necessary under the circumstances, as determined by IHS in its sole judgment, to provide, restore or maintain the Site Environment, and the County shall reimburse IHS for all incurred costs of such provision, restoration or maintenance of the Site or any substitute Site.

If the County's officers, employees, or other agents or representatives misuse or in any way abuse or damage, by negligence or otherwise, equipment, software or documentation provided or operated by IHS in providing the Service, the County will be responsible for all costs associated with repair or replacement, as such repair or replacement is determined by IHS in its sole discretion to be needed or appropriate. In the event IHS provides computers or other equipment installed at a location on County property, then County will provide insurance coverage for loss or damage of such equipment and software, or related documentation, and also shall be responsible for all costs associated with repair or replacement. Notwithstanding the County's financial responsibility for any such repairs or replacements called for in this section, IHS shall be and remain the owner of such equipment, software, documentation and associated licenses.

Prior to the installation or operation of any computer equipment and related software by IHS for the provision of the Services, the County will execute a copy of **Attachment C**, which is hereby incorporated into this Agreement.

17. COUNTY ASSISTANCE

The County agrees to cooperate fully with IHS in the provision of the Services, and to make personnel available for the purpose of installation and training. Failure by County to make reasonable efforts to facilitate IHS' delivery of the Services shall not be a basis in whole or part for alleging non-performance by IHS. The following is intended to supplement and clarify the obligation of County to provide reasonable assistance to IHS in its provision of the Service, but in no way to limit or waive County responsibilities elsewhere stated or implied in this Agreement.

A. County agrees to appoint a Services Coordinator and to notify IHS of such appointment in writing within seven (7) days of executing this Agreement. The Services Coordinator shall be IHS' contact person for providing the Service and for administering the License Agreement, and shall be responsible for coordination between the County and IHS pertaining to the Service, including but not limited to coordination and prioritization of day-to-day services by IHS and County requests for services or special services.

B. County will make reasonable efforts to ensure that appropriate persons from all affected County offices and departments will attend any applicable training sessions. It shall be the responsibility of the Services Coordinator to announce and otherwise communicate to County's personnel information and notices concerning applicable scheduled training and installation, maintenance, or repair activities.

C. For Onsite Installations, the County shall be solely responsible to provide daily and monthly backup of all data. IHS initially will provide seventeen (17) data tapes suitable for such backup, including five (5) tapes for daily weekday backup, and twelve (12) tapes for individual monthly backup. After the first twelve months, the County will purchase and use new tapes for each succeeding twelve-month period or part thereof to ensure the reliability of the tapes in use; and the County will retain the old tapes as needed to maintain backup data for the prior year. The parties agree this approach will be the most appropriate to ensure that PHI data will be suitably protected and preserved. It will be the County's responsibility to ensure that daily and monthly backups are timely performed and have integrity; that the backup tapes are

properly stored and maintained; and that the rotation of weekly and monthly tapes occurs in proper order and that stored backup data is not inadvertently or prematurely over-written or erased. The County will be responsible for any costs associated with the acquisition, installation or operation of backup equipment or software, and for any costs of restoring data. *IHS will not be responsible or liable in any way for loss of data or compromise of data quality or accuracy caused in whole or part by the failure of the County properly to perform backup or for the failure of integrity of such backup data or tapes.*

For Hosted Services, IHS will be responsible to conduct daily and monthly backup of County data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described in **Attachment A**.

D. County shall cooperate fully with IHS in efforts by IHS to maintain any copyrights, trademarks or service marks, patents, trade secrets or other intellectual property or proprietary information in the Programs or other materials, equipment, software, or data provided or utilized by IHS in provision of the Services hereunder, including but not limited to directly assisting IHS as IHS may reasonably request, and in taking all actions and executing all documents necessary to the reasonable efforts of IHS to maintain and protect such intellectual property. Failure of County to provide such assistance shall constitute a material breach of this Agreement.

E. Initial Installation of the Programs shall occur after an initial orientation of appropriate County personnel by IHS. IHS offers an initial orientation to County at its offices in Conroe, Texas, without additional charge. If County chooses to have the initial orientation at another location, it shall cooperate with IHS to schedule the orientation at a mutually convenient time and location, and County shall reimburse IHS for costs and expenses incurred by IHS personnel in travel to and from such other location, including without limitation, travel costs and expenses and reasonable per diem expenses, and shall pay IHS a reasonable fee, at IHS' then-prevailing rates for time (including travel) and materials, for such orientation services.

F. IHS access to Onsite Installations. In order that IHS may provide remote support and maintenance for Onsite Installations, County shall be responsible for providing, at County's expense, suitable remote electronic access for IHS to the Programs, the server on which they are installed, and the applicable County network, including providing suitable access equipment as may be necessary, and any assistance that may be required from time to time to accomplish such access. For the purposes of this provision, unless otherwise expressly agreed by IHS in writing, "suitable remote electronic access" shall mean remote access using "suitable access equipment." and with the cooperation and assistance of County. The parties agree that a virtual private network ("VPN"), if available, would be the preferred method for such IHS remote electronic maintenance access because it would provide the currently most assured secure access considering HIPAA requirements and the confidential nature of health care data, including PHI. Thus, for the purposes of this provision, "suitable access equipment" shall mean, at a minimum, provision by County of a Web port, an FTP port, and a Telnet port, for the use of IHS, and, if practicable for County to provide, also a virtual private network accessible by IHS. If County fails or refuses for any reason to provide suitable remote electronic access to IHS including suitable access equipment, County agrees that it shall be responsible for paying, and shall pay, service fees and costs for any services provided by IHS that require on-site access by IHS, at IHS then-prevailing rates for time (including travel time) and materials, and including costs and expenses of travel for IHS personnel providing such services.

G. Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases.

H. County agrees to provide IHS with suitable workspace at or near the Site, including appropriate furnishings and the use of a telephone.

18. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns of each party. Other than IHS' granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment, software or other materials furnished by IHS to County, or an assignment or transfer by IHS of all or substantially all of IHS' business or assets to a third party which expressly agrees to assume the duties and responsibilities of this Agreement, neither party may assign all or any of its rights or obligations hereunder without the express written consent of the non-assigning party.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties concerning the subject matter hereof, but may be amended from time to time only by a writing duly executed by both parties.

20. APPLICABLE LAW; VENUE

This Agreement shall be construed under the laws of the State of Texas, its choice of laws provisions excepted, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable. Jurisdiction and venue shall lie (in the state district courts of Travis County or Wharton County, Texas, or the federal district courts of the Western District of Texas, Austin Division.

21. INDEMNITY

TO THE EXTENT PERMITTED BY LAW, COUNTY SHALL INDEMNIFY AND HOLD IHS HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (HEREIN,"CLAIMS"), INCLUDING BUT NOT LIMITED TO CLAIMS CONCERNING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INFRINGEMENT OF INTELLECTUAL PROPERTY, ASSERTED AGAINST IHS BY ANY PERSON (INCLUDING ANY THIRD PARTY; OR ANY COUNTY OFFICER, OFFICIAL, EMPLOYEE, AGENT OR OTHER REPRESENTATIVE (HEREIN, ALL COLLECTIVELY "COUNTY PERSONNEL"), OR ANY PERSONS AUTHORIZED OR PERMITTED BY COUNTY TO BE PRESENT ON THE SITE OR TO USE OR ACCESS ANY EQUIPMENT, SOFTWARE OR ASSOCIATED DOCUMENTATION PROVIDED BY IHS OR OTHERWISE USED BY IHS IN THE PROVISION OF THE SERVICE (COLLECTIVELY, "COUNTY GUESTS"), OR ANY IHS PERSONNEL), ARISING IN WHOLE OR PART FROM ANY ACT OR OMISSION BY COUNTY OR ANY COUNTY PERSONNEL OR COUNTY GUESTS; provided, that the County shall have no obligation hereunder to IHS for any third party Claims of intellectual property infringement either (i) arising from use by County Personnel or Guests of equipment or software provided by IHS for provision of the Services, where the acts of such County Personnel or Guests are in strict accord with the terms of this Agreement, including full compliance with the terms of any third party or IHS licenses applicable to such equipment or software, or (ii) for acts or omissions of IHS or IHS personnel.

22. INTELLECTUAL PROPERTY RIGHTS RETAINED; CONFIDENTIALITY; OPEN RECORDS REQUESTS

No rights to use or possess any intellectual property of IHS or any third party are granted or transferred to the County by this Agreement except as expressly provided herein or in any license agreements expressly made a part of this Agreement.

Each party shall keep strictly confidential the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. COUNTY SHALL USE REASONABLE EFFOTS TO ENSURE THAT NO UNAUTHORIZED COPIES OF OR ACCESS TO SOFTWARE AND OTHER INTELLECTUAL PROPERTY PROVIDED BY IHS IN THE PROVISION OF THE SERVICE IS OBTAINED BY UNAUTHORIZED PERSONS.

COUNTY SHALL IMMEDIATELY INFORM IHS IN WRITING OF ANY REQUEST UNDER THE TEXAS PUBLIC INFORMATION ACT ("TPIA") FOR INSPECTION OR COPYING OF ANY INFORMATION, DATA,

SOFTWARE OR OTHER INTELLECTUAL PROPERTY OR MATERIALS OF IHS OR ANY OF ITS SUPPLIERS BEING USED IN THE PROVISION OF THE SERVICE OR OTHERWISE LICENSED TO COUNTY BY IHS, AND SHALL TIMELY INITIATE THE REVIEW PROCESS OF THE TEXAS ATTORNEY GENERAL UNLESS EXPRESSLY RELEASED IN WRITING BY IHS FROM THIS OBLIGATION. In the event that disclosure is ultimately required, licensee shall provide, along with access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by or licensed to IHS, and are protected by the federal Copyright Act; that recipient is not by virtue of disclosure under the TPIA thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient to civil or criminal penalties. THIS IS A MATERIAL OBLIGATION OF THE COUNTY, AND ANY FAILURE OF THE COUNTY TO COMPLY, FOR WHATEVER REASON, IS GROUNDS FOR IMMEDIATE TERMINATION BY IHS OF THIS AGREEMENT AND ANY ASSOCIATED LICENSES.

23. DISCLAIMER OF WARRANTIES; NO IMPLIED WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE PERFORMANCE OF OR FITNESS FOR USE FOR ANY PURPOSE OF ANY EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO PROVIDE OR ACCESSIBLE THROUGH THE SERVICE WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA THAT IS THE SUBJECT MATTER OF THE SERVICES, AND IHS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT SUCH DATA.

24. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE. THE COUNTY'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED IN SECTION 12 HEREOF.

25. FORCE MAJEURE

IHS shall not be responsible for performance hereunder, and its obligation to perform the Services shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God including fire, explosion, storm and other weather events; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or recision of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

26. NO WAIVER OF RIGHTS

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a

writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

27. LIMITATIONS; ATTORNEYS FEES

Any claim concerning the performance of any provision of this Agreement must be brought within one (1) year of the occurrence of the event complained of, whether act or omission, or be barred.

28. CONSTRUCTION

Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the 14th day of October, 2009.

COUNTY

BY: _____

NAME PRINTED: Mr. Keith Self

TITLE: PRESIDENT

DATE: 10/14/09

IHS

BY: _____

NAME PRINTED: Robert Baird

TITLE: PRESIDENT

DATE: 10/1/9

IHS No. _____
(___ ONSITE; _X_ HOSTED)

ATTACHMENT A

TO DATA PROCESSING SERVICES AGREEMENT

Scope of Services (Programs), Fees and Schedule of Equipment

RE: Data Processing Services Agreement between **IHS** and **Collin County**, Texas ("County").

The following Programs will be provided by IHS for the Services to the specified County offices or departments, subject to the terms and conditions of the Services Agreement and the companion License Agreement (**Attachment B** to the Services Agreement):

SERVICES: SOFTWARE

[Department 1]:

- Vendor Management
- Client Management
- Invoice entry for prescriptions
- Invoice entry for anesthesia
- Invoice entry for physician services
- Invoice entry for in-patient care
- Invoice entry for out-patient care
- Monthly updates for Red Book / NDC drug codes
- Annual updates for CPT codes
- Client listings
- Termination listings
- Explanation of benefits (EOB) reporting
- General Ledger totals report
- Source totals reports
- Pending invoice listings
- Hospital utilization by days
- Amounts paid on clients
- CPT usage reports
- DRG Code Management

FEES AND USER NUMBERS

Monthly Fees are due and payable in the offices of IHS in Conroe, Texas, on or before of the first day of each calendar month during the term of the Services Agreement, applicable to the Services for that calendar month; *provided*, that the first payment in the Initial Term or any Renewal Term shall be equal to two (2) months' fees for the applicable term, that is, for the first and last month of that term. All payments must be in U.S. dollars, by check, money order, cashiers check or wire transfer.

TOTAL MONTHLY FEE of One Thousand, Three Hundred Fifty-Two Dollars ($1,352.00) for the following County offices and departments, inclusive:

Collin County IHC

SCHEDULE OF EQUIPMENT

INSTALLATION OF PROGRAMS WILL BE

____ ONSITE (on Client's premises) _X_ HOSTED (Internet or other remote access)

IHS will utilize the following equipment (computers, servers, other) or its functional equivalent as part of the Services specified in the Services Agreement. Unless otherwise expressly stated in a writing executed by IHS, the County shall have and acquire no right, title or interest in or to any equipment or hardware of any kind that is provided by or for IHS ("IHS Equipment"), or in or to any software provided by or for IHS additional to the Programs identified above (including but not limited to operating systems or other software for IHS Equipment) ("Other IHS Software"), whether such IHS Equipment or Other IHS Software is owned or leased by IHS or merely licensed to IHS; and all right, title and interest in and to such IHS Equipment and Other IHS Software shall remain solely in IHS and/or in those third parties who lease or license such equipment or software to IHS. IHS reserves the right to substitute, replace or modify any IHS Equipment or Other IHS Software from time to time, at IHS's sole discretion.

SERVER and characteristics:

Model: IBM 270

Operating system version/release: AIX Unix V5 or later

SITE LOCATION: ILand Internet Solutions Corporation, Dallas, Texas

FOR HOSTED SERVICES ONLY:
IHS will provide the following security at the remote installation site and/or for the remote installation server: firewall; virus protection; master login password- and specific User login password-limited access. IHS will perform daily and monthly data backup.

CLIENT-SUPPLIED EQUIPMENT – MINIMUM SPECIFICATIONS

The following are the suggested minimum specifications for Client-supplied equipment, to ensure compatibility with the IHS Programs and satisfactory performance:

WORKSTATIONS:

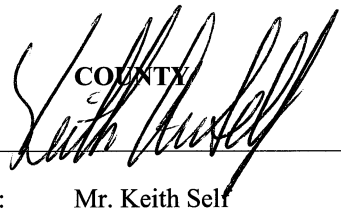
2.0 GHz Intel Pentium PC	256 MB RAM	30 GB hard drive
17 inch monitor or LCD	CD drive	
Windows XP Pro or 2000 Pro	Internet Explorer 6.0 or later	100 base-T Ethernet card

Internal NETWORK:
100 base-T compliant

REQUIREMENTS AND SPECIFICATIONS REGARDING CLIENT REMOTE ACCESS

ISP Requirements: High Speed Internet

APPROVALS:

COUNTY		IHS	
By:		By:	
Print name:	Mr. Keith Self	Print name:	Robert Baird
Title:	President	Title:	President
Date:	10/14/09	Date:	10/1/9

ATTACHMENT B TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Indigent Healthcare Solutions ("IHS"), with offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Collin County

(LICENSEE NAME)

McKinney, Texas 75069

(CITY, STATE, ZIP CODE)

("Licensee") to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached Schedule A, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Schedule to this Agreement, one (1) set of user's manuals and related documentation, in machine readable or printed form.

Check one: ___ **Onsite Installation** ✓ **Hosted Installation**

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN IHS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY IHS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN IHS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.

Signed: Keith Self

Mr. Keith Self

[print name]

Date: 10/14/09

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TERMS AND CONDITIONS

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As specified in **Schedule A** hereto, IHS shall provide the Programs or access to them to Licensee based either on installation of the Programs by IHS (i) at a location on the Licensee's premises ("Onsite Installation") or (ii) at a location remote from Licensee's premises ("Hosted Services Site"). For Hosted Services, access to and use of the Programs by Licensee shall be accomplished by Licensee's use of the Internet (World Wide Web) or other remote communication means, procedures or networks., utilizing computers, workstations or other equipment of Licensee; and Licensee shall be solely responsible for providing and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider. IHS may from time to time require that Licensee meet certain requirements and specifications regarding the means of accomplishing such access.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with IHS and do not pass to Licensee in whole or any part. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets, the unauthorized disclosure of which would cause competitive and actual harm to IHS. For the purposes of this License, the term "Programs" shall include, any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Schedule A hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

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Licensee shall comply strictly with the provisions of any IHS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by IHS in the provision of any services to Licensee related to or depending on the Programs.

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2. TERM

This license shall be in effect from the date of execution of the associated IHS Data Processing Services Agreement until termination of that Services Agreement, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by IHS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of IHS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of IHS' proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify IHS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, along with any installation and training fees, whether specified herein or in an associated contract for services by IHS, shall be paid to IHS upon mutual execution of this License Agreement. Any other sums due hereunder shall be payable within ten (10) days of Licensee's receipt of IHS' invoice therefor. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to IHS at its address specified above or at such address as may from time to time be designated by IHS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on IHS' net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide IHS with a copy of the applicable tax exemption certificate.

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c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

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IHS' liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives,, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will IHS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages, or for punitive or exemplary damages, even if IHS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or for any act or failure to act of IHS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or IHS' performance or nonperformance under or related to this License Agreement.

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9. REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to IHS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate IHS for such harm, and that injunctive relief directed against Licensee and in favor of IHS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which IHS may be entitled. Licensee's exclusive remedy hereunder is termination of this License Agreement.

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a. Assignment. Licensee's rights in and to the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee or by operation of law or otherwise, without IHS' prior written consent and the execution of a new License Agreement.

b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. Exclusive Agreement; Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. Public Information Act request. Should Licensee receive a request under the Texas Public Information Act (open records act) for disclosure, access to, or copying of any proprietary information provided by or belonging to IHS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify IHS, including notice in writing and a copy of the said request, so that IHS may determine what steps it may wish to take to protect such information. Unless IHS expressly states to Licensee in writing that it wishes to forgo seeking exemption or exception from such disclosure, Licensee shall have the duty hereunder timely to take all required steps to initiate the process by which to request an opinion from the Texas Attorney General concerning whether such information must be disclosed. Thereupon, Licensee shall promptly notify IHS that such request has been made by Licensee, so that IHS may, at its option and to the extent permitted by law, supplement Licensee's request.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to IHS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the Texas Public Information Act (or any successor statute) thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY IHS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. Costs; Attorneys' Fees. In the event any action or claim is brought by IHS to interpret, apply or enforce this License Agreement, IHS shall be entitled to recover its costs of such action, or costs of alternative

dispute resolution or settlement including, without limitation, attorneys fees, expert fees, and court costs.

g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties' obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. Forum Selection. Any suit brought by or against IHS under, concerning or related to this License Agreement may be brought only in the State of Texas and jurisdiction and venue for any action arising under or concerning this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise.

l. Cooperation. Licensee shall cooperate fully with IHS in the maintenance and protection by IHS of any intellectual property ownership or other rights or interest of IHS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, we have executed this License Agreement as of the 14th day of October, 2009.

Collin County, Texas
[Licensee name]

BY: _____

NAME PRINTED: Mr. Keith Self

TITLE: President

DATE: 10/14/09

IHS

BY: _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 10/1/09

SCHEDULE A
TO NONEXCLUSIVE LICENSE AGREEMENT

CLIENT: Collin County, Texas

CLIENT OFFICES OR DEPARTMENTS:
Collin County

INSTALLATION TYPE:
(Check one)
_____ ONSITE; *see* Data Processing Services Agreement Attachment A
_X__ REMOTE; *see* Data Processing Services Agreement Attachment A

LICENSE TERM: Commensurate with term of companion Data Processing Services Agreement

LICENSING FEES: Included with fees stated in Data Processing Services Agreement, Attachment A

SOFTWARE:

Collin County:

Vendor Management
Client Management
Invoice entry for prescriptions
Invoice entry for anesthesia
Invoice entry for physician services
Invoice entry for in-patient care
Invoice entry for out-patient care
Monthly updates for Red Book / NDC drug codes
Annual updates for CPT codes
Client listings
Termination listings
Explanation of benefits (EOB) reporting
General Ledger totals report
Source totals reports
Pending invoice listings
Hospital utilization by days
Amounts paid on clients
CPT usage reports
DRG Code Management

Concurrent (Web) User No. (Maximum) = Two(2)

ACCESS

For requirements regarding client-provided remote maintenance access to IHS for Onsite installations, or Client obligations regarding access for Hosted Services, see Data Processing Services Agreement Attachment A

CLIENT

By: _____

Name (printed): Mr. Keith Self

Title: President

IHS

By: _____

Name: Robert Baird

Title: President

**** Addendum to Data Processing Services Agreement ****

In accordance with the Terms and Conditions of the Data Processing Services Agreement Contract between **Collin County,** Texas and Indigent Healthcare Solutions Ltd, (IHS), this Addendum shall document the addition, upgrade, and / or modification in services, hardware ownership, maintenance and monthly billing to **Collin County** for Indigent Health Care Services.

For the monthly consideration of $100.00, IHS shall install and update the automated Red Book™ codes for the Collin County.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Collin County, Texas

Mr. Keith Self
President

Date: 10/14/09

Indigent Healthcare Solutions Ltd.

Robert Baird
President

Date: 10/1/5

** CPT Addendum to Data Processing Services Agreement **

In accordance with the Terms and Conditions of the Data Processing Services Agreement between **Collin County**, Texas herein after referred to as "Client" and Indigent Healthcare Solutions Ltd., this Addendum shall document IHS' licensing to Client updated versions of the Physicians' Current Procedural Terminology CPT™ codes a product of the American Medical Association (AMA), a coding work of nomenclature and codes for the reporting of physician services.

For the consideration of $10.00 per concurrent user, per month, IHS will install and update the most recent CPT™ codes for the Client Indigent Health Care Office.

 # Concurrent Users 2

Monthly License $20.00

CPT™ codes are a copyrighted product of the American Medical Association (AMA). All notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted backup copies

This Addendum is nontransferable, nonexclusive, and is for the sole purpose of internal use by Client, and only in the United States.

CPT™ codes may not be used in any public electronic bulletin board, or public computer based information system (including the Internet and World Wide Web unless subject to the provisions of this Addendum).

Client may not create a derivative product of the CPT™ codes and selling, leasing or licensing it or otherwise making the Electronic Product or any portion thereof available to any unauthorized party.

Client may only make copies of the Electronic Product for back up and / or archival purposes.

Client should ensure that anyone who has authorized access to the electronic product complies with the provisions of this agreement and the Non Exclusive License Agreement.

**** CPT Addendum to Data Processing Services Agreement ****

If any provision of this Addendum is determined to violate any law or is unenforceable the remainder of the Addendum shall remain in full force and effect.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client	**Indigent Healthcare Solutions**
Signature	Signature
Mr. Keith Self	Robert Baird
10/14/09	10/1/09
Date	Date

RECEIVED
PURCHASING AGENT
2009 OCT -9 AM 10: 14

AMENDMENT TO DATA PROCESSING SERVICES AGREEMENT

This is an amendment ("Amendment") to the Data Services Processing Agreement ("DPSA") by and between Indigent Healthcare Solutions, Ltd. ("IHS") and Collin County ("County"), effective upon execution.

IHS offers to provide, and County desires to obtain, the additional services described in this Amendment, for which the parties agree as follows:

1. MEDICAID ENROLLMENT STATUS SERVICE

(a) For each Texas Indigent Health Care Act ("Act") client or potential client of County designated by County ("Status Subject"), IHS will determine whether the Status Subject is currently enrolled to receive federal Medicaid assistance ("Medicaid Eligibility Status Services").

(b) County is responsible for providing information regarding Status Subject ("Status Subject Information") that is necessary for the enrollment status determination; IHS is not responsible for collecting or verifying Status Subject Information, or for the accuracy of the Status Subject Information provided by County. The Status Subject Information provided by County for each Status Subject shall include the information identified in **Attachment A** hereto, and such other information or data as may be necessary or appropriate to the provision of such Service from time to time.

(c) Based on the Status Subject Information, IHS will determine by inspection of appropriate Medicaid or other third-party records whether Status Subject is enrolled to receive Medicaid assistance, and will report such status to County within 5 business days of a request by County for such determination.

(d) The fee for the Medicaid Enrollment Status Service shall be 50 cents ($0.50) per determination per Status Subject. Each distinct determination by IHS of a Status Subject's enrollment status shall be considered a separate status service transaction for billing purposes, whether such distinct determinations are a result of requests made by County at different times; sequential requests made by County because previously provided Subject Information was inaccurate, incomplete or otherwise inadequate to permit an enrollment status determination by IHS; or any other reason not the fault of IHS;

(e) IHS will invoice County monthly for Medicaid Enrollment Status Services. Payment by County shall be due at IHS's offices at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, no later than thirty (30) days from the date of the invoice. Failure of County timely to remit payment in full may result in suspension or termination by IHS of this service, at IHS's sole option.

2. NO THIRD-PARTY BENEFICIARIES

(a) THIS AGREEMENT IS NOT INTENDED TO BE, AND SHALL NOT BE OR BE CONSTRUED TO BE, A THIRD-PARTY BENEFICIARY CONTRACT. NO ENROLLMENT SUBJECT IS INTENDED BY EITHER PARTY TO BE, OR SHALL BE, A THIRD-PARTY BENEFICIARY OF THE MEDICAID ENROLLMENT STATUS SERVICE PROVIDED TO COUNTY HEREUNDER

(b) Both parties recognize and agree that County may financially benefit in the form of saved or avoided financial obligations to persons otherwise qualified to be County Indigent Health Care Act clients if such persons are eligible to receive, and are enrolled and do receive, Medicaid assistance. The services to be provided by IHS to County hereunder are intended to be, and are, solely to assist County with regard to meeting its obligations to provide indigent or other health care to county residents under applicable Texas law, and, where feasible, to conserve limited County financial resources available for such purposes by identifying persons eligible for alternative financial and medical assistance under the Medicaid program.

(c) IHS's agreement to provide the services hereunder is solely with County and for its benefit, and IHS's sole obligations hereunder are to County. Any benefit, direct or indirect, that may be conferred on or realized by a Status Subject by reason of or resulting from the Enrollment Status Service provided by IHS to County is purely incidental to IHS's performance of services to County hereunder.

(d) That there are and will be no third-party beneficiaries to this Amendment is a material element of the Amendment, and is a material inducement to IHS to enter into this agreement for services and to provide such services to County, without which IHS would not have agreed to provide such services.

3. TERM; TERMINATION

(a) This Amendment shall have a term commensurate with the term of the DPSA unless earlier terminated under subsection (b) below; and shall terminate automatically and simultaneously upon termination of the DPSA for any reason, unless otherwise agreed in writing by the parties

(b) This Amendment may be terminated by either party at any time by giving at least sixty (60) days' written notice to the other; provided, that if any change in relevant law or regulation makes the service unlawful or would subject either party to potential legal liability of any kind, or would impose on either party legal duties or consequences that, in the sole judgment of that party, render the Service undesirable or infeasible, this Agreement may be terminated immediately. Termination by either party shall not, however, relieve County of its obligation to pay for services rendered prior to the termination, and fees accrued.

(c) If County terminates this Amendment for any reason,
any Medicaid Enrollment Status Service begun by IHS for any Status Subjects as of the date termination notice is received by IHS, IHS shall complete determination of the enrollment status of such Status Subjects, and County shall be responsible for the fee for that service for each such Status Subject.

(d) If IHS terminates this Amendment for any reason,

(i) IHS shall complete any Medicaid Enrollment Status Service requests made by County before the date of termination stated in the termination notice, and County shall remain responsible for associated applicable fees; but

(ii) IHS shall not be required to accept any additional service requests after the time termination notice is given by IHS.

4. DISCLAIMER OF WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE MEDICAID ENROLLMENT STATUS SERVICE THAT ARE NOT EXPRESSLY PROVIDED IN THIS AMENDMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE FITNESS FOR USE FOR ANY PURPOSE OF ANY INFORMATION OR DATA PROVIDED TO COUNTY BY IHS IN THE RENDERING OF THE SERVICE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. BECAUSE PERFORMANCE OF THE SERVICE BY IHS DEPENDS ON THIRD-PARTY DATA AND PROCESSES, SUCH AS BUT NOT LIMITED TO U.S. GOVERNMENT DATA AND PROCESSES, AND OTHER THIRD-PARTY ASSISTANCE PROVIDED TO IHS, IHS CANNOT AND DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, CURRENT, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION OR DATA ACCESSED BY IHS IN THE PROVISION OF THE SERVICES OR PROVIDED BY IHS TO COUNTY THROUGH THE SERVICE WILL BE ACCURATE OR CURRENT.

5. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, OWNERS OR OTHER PRINCIPALS, AGENTS OR REPRESENTATIVES, NOR ANY AFFILIATED, PARENT OR SUBSIDIARY ENTITIES, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE OR ANY DATA OR INFORMATION PROVIDED BY IHS. COUNTY'S SOLE REMEDY FOR BREACH OF THIS AMENDMENT AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED HEREIN.

6. OTHER TERMS OF DATA PROCESSING

The provisions of the DPSA shall apply to the Services to be provided by IHS hereunder, except to the extent any such DPSA provision conflicts with an express provision of this Amendment, in which case the provision in this Amendment shall control.

[This space intentionally left blank.]

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the 14th day of October, 2009.

COUNTY

BY: _____

NAME PRINTED: Mr. Keith Self

TITLE: President

DATE: _____

IHS

BY: _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 10/1/09

RECEIVED
PURCHASING AGENT
09 OCT -9 AM 10:14

ATTACHMENT A

To Amendment to Data Processing Services Agreement

Name
Address
Telephone
Gender
Date of Birth
Social Security Number
Amount Paid for Fiscal Year
Client Number
Beginning Eligibility Date
Ending Eligibility Date