


Supplier	Customer	
PASSPORT HEALTH COMMUNICATIONS, INC. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	Polk County, Florida, a political subdivision of the state of Florida, by and through the Indigent Health Care Division (Polk Health Care Plan) 2135 Marshall Edwards Dr. Bartow, FL 33830	

Master Customer Agreement

This Master Customer Agreement (as amended, supplemented or modified from time to time, the "Agreement") covers the products and services listed below ("Products and Services") and is between Passport Health Communications, Inc., (together with its affiliates, "Passport") and Polk County, Florida, a political subdivision of the state of Florida, ("Customer" and together with Passport collectively, the "Parties"). This Agreement shall be effective as of the date of signature by Passport ("Effective Date").

THIS AGREEMENT IS SUBJECT TO PASSPORT'S STANDARD TERMS & CONDITIONS OF SALE, AS REVISED OR AMENDED FROM TIME TO TIME, AND ITS BUSINESS ASSOCIATE AGREEMENT, ATTACHED AS SCHEDULE A HERETO, AS REVISED OR AMENDED FROM TIME TO TIME (THE "TERMS & CONDITIONS"). The Terms & Conditions, which are incorporated by reference into this Agreement, are attached as Exhibit B hereto and Customer acknowledges receipt, review and acceptance of the Terms & Conditions. Customer agrees to and intends to be bound by the Terms & Conditions. Commencement of any work, services, or delivery of goods under the Agreement shall constitute Customer's acceptance of the Terms & Conditions. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Terms and Conditions.

PRODUCT OFFERINGS AND FEES. Product offerings and fees specified herein apply to a single facility installation. Passport agrees to provide the products and services selected below for the facility/facilities listed on Exhibit A hereto. Customer agrees to provide further details specified in the facility list and administration section in Exhibit A attached hereto.

Offering Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
OneSource Solution: Includes the initial install for a non hospital of the OneSource solution and provides individual payer eligibility & benefits data, claim status, view/submit referrals, provider panels, online coding tools, precertification & authorization, payer ID, & notice of admission. <i>Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.</i>	1	\$395	\$120.00	\$0.14
Total 1st Year Fees (excluding transaction fees)		\$395	\$120	
Future Recurring Fees (excluding transaction fees)		N/A	\$120	

PASS-THROUGH FEES.* Fees exclude pass-through fees ("Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCO's), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that PASSPORT pays to obtain transaction data. Notwithstanding any other provision of the Customer Agreement to the contrary, PASSPORT shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by PASSPORT.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost with payment based on the following timing: 50% at contract execution and 50% upon the earlier of i) Customer's first productive use or ii) five (5) months after the Effective Date.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to the Customer. These fees are presented on an annual basis but billed on a monthly basis for the duration of the agreement. Billing begins the earlier of: i) Customer's first productive use or ii) the second full calendar month following the Effective Date.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to the Customer from Passport as an inquiry sent to Passport from the Customer's HIS/PMS system(s). Transactions become billable to the Customer, once the Customer is eligible for training and will be billed on a monthly basis for the duration of the agreement.

TRAINING FEES. Passport shall provide on-site training for all of the products selected above at the rate of \$2,000 per trainer per eight-hour day. Online training for the OneSource Solution shall be provided at no cost to Customer. The training shall be scheduled at such dates and times that are acceptable to Passport and Customer.

BILLING TERMS. Customer agrees to the following billing terms: Due upon receipt. In addition, monthly fees of \$57 per facility "Monthly Minimum Fee" will be invoiced if the Customer's monthly invoice is less than the Monthly Minimum Fee. Passport BatchSource@ only customers are exempt from this Monthly Minimum Fee.

TERM OF AGREEMENT AND RENEWAL. Passport reserves the right to rescind the fee structure and terms if this Agreement is not executed within 45 days of the date the Agreement was submitted to Customer. This Agreement shall continue for a term of thirty-six (36) months from the Effective Date ("Initial Term") and will automatically renew for an unlimited number of twelve (12) month periods ("Renewal Term"). This Agreement may be terminated by either Party effective at the end of the Initial Term or at the end of any Renewal Term (if applicable) with a ninety (90) day written termination notice.

NATIONAL SHOWCASE SITE. In consideration of the New Passport Products received hereunder, Customer agrees to cooperate with Passport as a National Showcase Site. As a National Showcase Site, Customer shall:

- a) Provide a representative to Passport to participate in weekly meetings for the first month of usage of the New Passport Products;
- b) Provide functionality and technical feedback to Passport and its workgroups during the weekly meetings;
- c) Provide reference calls upon request, but no more frequently than twice per calendar month;
- d) Participate in on-site visits with potential Passport customers, but no more than once per calendar quarter;
- e) Collaborate with Passport on product and service case studies to illustrate functionality, customer service and return on investment (ROI); and
- f) Participate in opportunities identified by Passport for industry recognition via trade articles, media interviews, co-branded presentations, webinars, providing references and product demonstrations.

IN WITNESS WHEREOF, an authorized representative of each of the Parties has executed this agreement as of the dates written below.

PASSPORT HEALTH COMMUNICATIONS, INC.

POLK COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Signed By: *Melissa Moore*
 Print Name: Melissa Moore
 Title: Controller
 Date: 12/18/2014

Signed By: *[Signature]*
 Print Name: George Lindsey III
 Title: Chairman
 Date: 12.16.14
 R.57



Reviewed as to form and legal sufficiency
Robert W. Vail 12/11/14
 County Attorney's Office Date

EXHIBIT A - FACILITY LIST AND ADMINISTRATION

PRIMARY FACILITY INFORMATION

Name: Indigent Health Care Division (Polk Health Care Plan)

Address: 2135 Marshall Edwards Dr., Bartow, FL, 33830

NPI #:

Tax ID#:

Tax Exempt: No

(If yes, please attach a copy of your certificate of exemption.)

CONTACT INFORMATION

Product Admin./Superuser

Contact:

Phone:

Email:

Enrollment/Implementation

Contact:

Phone:

Email:

Billing

Contact:

Phone:

Email:

Training

Contact:

Phone:

Email:

EXHIBIT B
STANDARD TERMS & CONDITIONS OF SALE

I. SCOPE, TERMINATION AND SURVIVAL.

- 1.1 **Scope.** The Terms and Conditions contained herein shall apply to the Master Customer Agreement between Customer and Passport ("Agreement") and all addendums and amendments to the Agreement and all quotations and offers. These Terms and Conditions apply in lieu of any course of dealings between the parties or usage of trade in the industry. Acceptance of the Agreement is conditioned on Customer's acceptance of the Terms and Conditions, irrespective of whether the Customer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment for Products and Services ordered hereunder. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement.
- 1.2 **Termination.** This Agreement may be terminated as follows:
- A. For Cause.**
- **Breach.** In the event of a material breach of any term, condition, obligation or covenant under this Agreement, other than the obligation to pay the fees, the non-breaching Party shall give the breaching Party written notice describing the breach. The Party receiving the notice shall have thirty (30) days (the "Cure Period") in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement upon written notice to the breaching Party stating the effective date of termination. This remedy shall be in addition to any other remedy available at law or in equity.
 - **Non-payment.** Customer is fully responsible for the payments of any charges not disputed in accordance with Section 2.2 ("Undisputed Fees") for the period during which Products and Services are provided. If Customer fails to pay Undisputed Fees when due, Passport reserves the right to suspend the Products and Services without further notice to Customer. Additionally, if Customer fails to pay Undisputed Fees when due, Passport may terminate the Agreement immediately without notice to Customer.
 - **Furthermore,** either Party shall have the right to terminate the Agreement immediately upon written notice to the other Party if either Party or its direct or indirect parent company (i) ceases to conduct its business in the ordinary course, (ii) becomes legally insolvent, suffers or permits the appointment of a receiver for its business or assets or (iii) avails itself to or becomes subject to any proceeding under any bankruptcy, insolvency or debtor's relief law of any applicable jurisdiction.
 - **Change in Circumstance.** Passport shall have the right to terminate the Agreement and/or any Product or Service offered hereunder upon reasonable advance notice if Passport is no longer offering or providing support for such particular Product or Service.
- 1.3 **Calculation of Early Termination Penalty.** If Customer terminates this Agreement prior to the end of the applicable term ("Early Termination"), the Customer will pay an early termination fee, which represents Passport's reasonable liquidated damages and not a penalty, in a lump sum equal to the average monthly charges during the twelve (12) months prior to the date of the Early Termination, multiplied by the number of months remaining in the term.
- 1.4 **Survival.** Those provisions of this Agreement that, by their nature, are intended to survive termination or expiration of this Agreement will remain in force and effect, including without limitation Sections 2.5, 8, 9, 10, 24, 25 and 26.

II. BILLING AND PAYMENT TERMS.

- 2.1 **Fees:** Customer agrees to pay all fees (including without limitation, monthly fees, implementation fees, license fees, subscription fees and transaction fees), for the Products and Services as set forth in the Agreement.
- 2.2 **Billing:** Customer agrees that payment is due upon receipt of invoice. In the event any dispute arises involving any of the items contained on Passport's invoice, Customer agrees to notify Passport of said dispute within fifteen (15) days of receipt of the invoice in question but will not withhold payment on undisputed charges.
- 2.3 **Fee Increases:** Notwithstanding any other provision of this Agreement to the contrary, Passport shall have the right to increase or modify the fees, other charges and financial terms of the Agreement. Passport agrees that any such increase will not exceed the lesser of (i) the Consumer Price Index for All Urban Consumers, Medical Sector for the calendar year preceding the date of the increase as stated at <http://www.stats.bls.gov/cpi> or (ii) four percent (4%). Notwithstanding any other provision of this Agreement to the contrary, Passport shall have the right to at any time without prior notice to pass through any fees from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCO's"), third-party payers, communication tariffs, and/or other similar fees.
- 2.4 **Late Payment:** If Customer fails to make payment with respect to any invoice by its due date such invoice shall be deemed delinquent and a finance charge equal to 1.5% per month (totaling 18% per year), or the maximum rate permitted by applicable law, if less, of all outstanding balances shall be payable for each month, or portion thereof, during which the delinquency remains outstanding. Customer agrees to pay promptly all costs and expenses, including but not limited to reasonable attorneys' fees and costs of settlement incurred by Passport to collect any outstanding balances due hereunder.
- 2.5 **Taxes:** Unless Customer provides Passport proof of exemption from taxation, Customer shall be responsible for any taxes imposed by federal, state, local or regulatory authority, taxes payable as a matter of law with respect to Customer's purchase of the Products and Services whether such tax is imposed now or later by the applicable authority, including but not limited to assessments, personal property, ad valorem, excise, telecommunications and sales and use. Customer shall not be responsible for other taxes, including federal or state income or similar taxes, based on Passport's income or assets, unemployment compensation, worker's compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act or other taxes, costs, or expenses incurred by Passport in providing the Products and Services. Passport shall calculate the taxes payable by Customer and include those taxes on the invoices delivered to Customer. Customer will promptly pay, and indemnify Passport against, all such taxes and duties, unless Customer provides Passport satisfactory evidence of an applicable tax exemption prior to the Effective Date.
- 2.6 **Multi-Facility Installation.** Implementation fees shall apply as provided in the Agreement. Implementation fees cover initial installation of the applicable Products and Services at the facilities and/or locations listed on Exhibit A attached hereto. Customer hereby acknowledges and agrees that any additional facilities, locations and/or affiliate organizations shall execute an addendum or amendment to this Agreement and additional implementation fees may apply.

III. LICENSED RIGHTS

- 3.1 **Grant:** Subject to the terms and conditions of this Agreement, and for so long as Customer is not in breach of the terms and conditions, Passport grants the Customer a perpetual, nonexclusive, non-assignable, and non-transferable right to use the Products and Services at the site(s) designated on Exhibit A to the Agreement for the purposes of internal data processing, report and claim generation and conveyance. Subject to the terms and conditions of this Agreement, and for so long as Customer is not in breach of the terms and conditions, Passport grants the Customer a limited, nonexclusive, non-assignable, and non-transferable license to use the Products and Services identified in the Agreement for Customer's internal data processing, report and claim generation and conveyance for the Initial Term or Renewal Term, as applicable ("License Term"). The License Term will remain in effect until the Agreement is terminated. These license grants also apply to any user documentation provided by Passport ("Documentation").
- 3.2 **Limitation:** The Customer may not: (1) reverse engineer the Products; (2) use the Products to provide time-sharing or service-bureau services, either for profit or not, except as stated above; (3) allow third-parties to access or use the Products; (4) give copies of the Products to any other party including parent or sister company(ies), subsidiaries, or contractors; and (5) reproduce the

Products or user Documentation except as stated above. Customer will not copy or modify the Products except as expressly permitted in this Agreement. Customer will not alter any trademark, copyright notice, or other proprietary notice on the Products or Documentation, and will duplicate each such trademark or notice on each copy of the Products and Documentation. All Products used to provide the Services are herein identified as proprietary to Passport, its licensors or vendors as applicable, and may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. All copies and partial copies of the Products will remain the property of Passport.

- 3.3 **Changes to Services:** Passport reserves the right at any time to (i) change, add, or modify any Product or Service or the manner in which such Product or Service is delivered or (ii) withdraw any Product or Service.

- IV. **SYSTEM REQUIREMENTS.** Customer acknowledges and agrees that certain Products require high speed Internet connectivity and personal computers capable of running Microsoft Internet Explorer (6.0 or higher) ("System Requirements"), which System Requirements Passport may change from time to time upon notice through its website, and that the procurement and maintenance of such System Requirements are the responsibility of the Customer.

V. DATA

- 5.1 **ID(s) and Passwords.** Upon execution of this Agreement, Passport will assign unique ID(s) and password(s) ("Account Data") to Customer to allow Passport to authenticate user identity and transmit data electronically. Passport shall retain title to the Account Data, and reserves the right to change any Account Data at any time, for any reason. Customer agrees to j) keep confidential and not to disclose any Account Data to third parties, and ii) use only Account Data that was issued to Customer by Passport. Customer assumes full responsibility for selection and use of any Account Data as may be permitted or required by any Product. Customer shall be responsible to ensure that each user granted access to Account Data: (i) is fully aware of all of its obligations under this Agreement (ii) maintains the secrecy and security of the Account Data assigned to such user and (iii) does not disclose Account Data to any other party. Customer shall be responsible for any use or access of the Products through its Account Data, whether such access was authorized or not. The use of the Account Data assigned to any user shall be deemed to constitute the acts of such person, and Passport shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Products by means of such Account Data. Customer agrees that terminated users will be immediately removed from Customer's system, including but not limited to removal from access through the single log-in. Passport is responsible for obtaining, disseminating, and using beneficiary's data according to HIPAA and CMS guidelines. Passport agrees that the password is hidden from the user by the single-log-in solution and that a password-expiration policy is in place and electronically enforced with a 90-day or less expiration timeframe. Passport agrees at all times to ensure sufficient security measures to associate each Passport transaction with a specific user. If Customer accesses Passport via a single log-in solution, Customer shall have the ability to associate each transaction to a particular end-user. Upon request by Passport or any payer, governmental or commercial, Customer agrees to provide the name and NPI number of any end-user associated with any transaction and any other details, as requested. If Customer violates any provision of this Section 5.1 and/or other CMS data privacy and security rules Passport may, in its sole discretion, immediately revoke access to Passport data. Passport reserves the right to periodically audit, but no more than once per month, Customer's ability to associate each transaction to a particular end-user.

- 5.2 **Data Authority.** The state or federal government, commercial payer and/or various data source's records are the final authority on eligibility, benefits, claims or other patient data. The data Customer and Passport may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts.

- 5.3 **Non-Guarantee of Reimbursement.** Passport does not warrant the accuracy or completeness of the data it sends to Customer as it is returned directly from a payer or data source. Acceptance by Customer of the data Passport sends electronically does not constitute guarantee of reimbursement. Passport exercises no control whatsoever over any third-party content, data and information entered into or displayed by the Products or any third-party content, data and information passing to/from Customer via the Products. Customer's use of any third-party content, data and information obtained via the Products is at Customer's own risk and Passport specifically disclaims any warranty or responsibility for the accuracy or quality of third-party content, data and information obtained or provided through such use. Passport shall have no responsibility or liability with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any other payer-submitted information. Information submitted by a payer through Passport is no guarantee of payment and does not constitute a promise to pay; eligibility information is subject to change, and waiting periods may apply.

- 5.4 **Medicaid Eligibility.** Medicaid eligibility information is restricted to an approved Medicaid provider having a valid Medicaid provider number for the sole purpose of verification of Medicaid eligibility status and data for Medicaid recipients requiring medical services. The Medicaid providers have the ability to contract for Medicaid eligibility verification without regard to other network services available from the contractor. Medicaid eligibility and other verification information may be available from the state via telephone or personal computer dial-up at no cost. Medicaid eligibility and other verification information in the state of Georgia may be available from the state of Georgia via telephone or personal computer dial-up at no cost.

- VI. **SYSTEM TESTING.** Passport reserves the right to process test system inquiries on Customer's behalf in order to monitor service performance and quality assurance, but Customer shall not be responsible for any fees associated with such monitoring.

- VII. **DATA RETENTION.** Passport stores response data within PASSPORT OneSource® for up to seven (7) days and within PASSPORT BatchSource® and PASSPORT IntelliSource® for up to three (3) months, provided, however, in no event shall Medicare data be stored in excess of thirty (30) days. PASSPORT shall have no liability or responsibility to deliver stored data to Customer.

- VIII. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** Customer, and on behalf of its employees, agents, vendors and clients, recognizes, acknowledges, and hereby agrees that Passport and its licensors and vendors, as applicable, retain a proprietary interest in the Products and Services provided hereunder, and also to any and all copies, versions and derivative works of the same. Customer, and on behalf of its employees, agents, vendors and clients, shall not use or disclose the Products and Services, or any equipment, provided hereunder except for purposes consistent with this Agreement. To the extent that Passport's employees or agents obtain access to Customer's proprietary information (i.e., a patient's Protected Health Information), Passport shall use the information for the sole purpose of providing the Products and Services offered under this Agreement. Passport shall not disclose such proprietary information to any third party except where the third party is contractually obligated to Passport to facilitate the delivery of Products and Services. Customer acknowledges that Passport has no obligation to disclose any of its payer edits to Customer and that Passport retains a proprietary interest in any payer edits provided hereunder. Customer also acknowledges and agrees that certain payers, fiscal intermediaries, government entities, and other third-party information suppliers may require compliance with obligations involving confidentiality, liability, and scope of use, as a condition of accessing their information. In the event such compliance obligations are directed to Passport then Passport will convey such written obligations to Customer as a requirement to access data. Customer also acknowledges and

agrees that this Agreement and all pricing information and performance standards contained within and any of its related amendments, addendums, exhibits and schedules is considered confidential, competitive health care information and trade secrets and shall not be disclosed to any third party without the prior written consent of Passport. This entire section shall survive the termination of this Agreement. The Parties acknowledge Customer's obligations under chapter 119, Florida Statutes ("Florida's Public Records Law"), and, to the extent allowed by Florida's Public Records Law, Customer will keep the Products, Services, and other aforementioned documents confidential.

- IX. WARRANTIES, REMEDIES, INDEMNITIES AND LIABILITIES.** Passport warrants that it has the authority to provide the Products and Services to Customer under this Agreement, and as of the Effective Date and to the best of Passport's knowledge, the use of the Products and Services by Customer in accordance with the terms of this Agreement shall not infringe upon the United States patent, trademark or copyrights of any third party. Customer's sole and exclusive remedy and Passport's sole and exclusive liability in the event of a breach of the foregoing representation or warranty is the indemnification set forth in Section 10 below. Passport warrants that the Products will perform in all material respects in accordance with the functional specifications set forth in the Documentation. In the event of a breach of the foregoing warranty, Passport shall use commercially reasonable efforts to repair or replace the affected Product. Such effort shall be Customer's sole and exclusive remedy and Passport's sole and exclusive liability in the event of a breach of the foregoing warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE PARTIES AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST EACH OTHER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY PASSPORT, IT IS AGREED THAT IN NO EVENT WILL PASSPORT BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY PASSPORT'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF PASSPORT. ACCORDINGLY, PASSPORT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. The remedies set forth in this agreement constitute the sole and exclusive remedies for Customer at law and in equity. PASSPORT'S maximum liability for the damages to Customer, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of: (1) the total amount payable for the Products and Services during the twelve (12) months before the cause of actions arose or (2) the damages incurred. IN NO EVENT SHALL EITHER PARTY, THEIR LICENSORS, SUPPLIERS AND/OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF EQUIPMENT OR PROGRAMMING OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The obligations under this section shall survive termination of this Agreement.
- X. INTELLECTUAL PROPERTY INDEMNIFICATION.** Passport will indemnify, defend and hold harmless Customer from any action or other proceeding brought against Customer to the extent that it is based on a claim that the use of the Products or Services delivered under this Agreement infringes any U.S. copyright or U.S. patent of a third party; provided that Customer gives Passport immediate notice in writing of a complaint, gives Passport sole authority to defend the same and gives Passport all available information assistance and authority in connection therewith. Passport will have control of the defense of such proceeding including appeals and of all negotiations for, including the right to effect the settlement or compromise thereof. In the event of such a complaint or if in Passport's reasonable opinion such a complaint is likely to be successfully made, Passport shall, at its option and expense, to the extent necessary to provide substantially equivalent and compatible Product and/or Service, procure for Customer the right to continue using the Product and/or Service, replace the same with non-infringing Product and/or Service, or modify the same so that it becomes non-infringing and conforms in all material respects. In the event that the infringing Product and/or Service cannot be replaced or modified as set forth herein in a commercially reasonable manner, Passport may discontinue the Product and/or Service, or that portion of the Product and/or Service, and the access granted hereunder will terminate. Passport will not have any liability to Customer if any such infringement, or complaint thereof, is based upon or arises out of (a) non-compliance with the design, plans or specifications furnished by or on behalf of Passport or the Documentation or this Agreement; (b) the use of the Product and/or Service in a manner for which the same was neither designated nor contemplated; (c) modifications made to the Products or Services by or on behalf of Customer; or (d) the claimed infringement of any patent in which Customer or any subsidiary or affiliate of Customer has any direct or indirect interest, by license or otherwise. THE FOREGOING ARE PASSPORT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.
- XI. INSURANCE.** Customer, a political subdivision of the state of Florida, is self-insured in accordance with section 768.28, Florida Statutes, for any liability that it may incur.
- XII. BINDING EFFECT; NO ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives, whether by merger, consolidation or otherwise. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto; however, Passport may unilaterally assign its rights under this Agreement to one or more lenders providing debt financing to Passport and Passport may assign this Agreement to a successor entity in the event of a sale of all or substantially all of its assets without notice to or consent of Customer.
- XIII. FORCE MAJEURE.** Passport shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third-party's failure to provide Passport with the data necessary for complete and proper transmission of the Services. Passport will not be liable to Customer for any failure or delay caused by any cause beyond the reasonable control of Passport, including but not limited to acts of God, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, internet outages, accidents, or strikes, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this Agreement.
- XIV. NOTICES.** Any notices or communications required by this Agreement must be provided in writing and signed by an authorized representative of the notifying Party and delivered by United States mail or courier service, telex, facsimile or electronic mail to such Party's address as set forth below. Notice shall be deemed effective when delivered.

Contracting & Setup
PASSPORT Health Communications, Inc.
720 Cool Springs Blvd. Suite 200
Franklin, Tennessee 37067
Fax: 877-442-2150
Email: contract@setup@passporthealth.com

To Passport:

To Customer:

[Name, Address & Contact Information as listed on Customer Agreement Exhibit A]

- XV. COMPLIANCE WITH LAWS.**
- 15.1 Applicable Laws.** Customer represents and warrants that it shall comply with all applicable local and national laws and regulations pertaining to its performance and obligations under the Agreement. Customer's failure to comply with any applicable law or regulations shall constitute a material breach of this Agreement.
- 15.2 Participation in Federally Funded Healthcare Programs.** Passport warrants that neither it nor any of its employees assigned to perform material Services under this Agreement have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a federal health care program. Passport will notify Customer if Passport becomes aware that it or any of its employees assigned to perform material Services under this Agreement have been excluded or is otherwise ineligible for participation in a federal health care program.
- 15.3 Affirmative Action and Nondiscrimination.** Passport warrants that it will not discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran as required for compliance with federal and state law.
- 15.4 Books and Records.** Passport shall allow the Secretary of the Department of Health and Human Services and the Comptroller General, or their duly authorized representatives, access upon written request to this Agreement and to the books, documents and records of Passport that are necessary to verify the nature and extent of costs of Services furnished under this Agreement. Passport also agrees that if either Passport or any entity under common control or ownership as Passport carry out any duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after the Services are furnished under this Agreement.
- 15.5 Business Associate Agreement.** The Parties shall enter into a Business Associate Agreement substantially in the form attached hereto as Schedule A.
- XVI. RELATIONSHIP OF PARTIES.** Passport and Customer are separate and independent entities. Both Parties are acting as independent contractors and none of the provisions of this Agreement is intended to create any partnership or joint venture.
- XVII. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- XVIII. TITLES AND CAPTIONS.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the contract nor effect the interpretation of this Agreement.
- XIX. TRADE SECRETS.** Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon Customer, any rights under any trade secrets, or know how of Passport and no such rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement.
- XX. PRESUMPTION.** This Agreement or any section thereof shall not be construed against any Party due to the fact that this Agreement or any section thereof was drafted by said Party.
- XXI. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be of full force and effect.
- XXII. FURTHER ACTION.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement and Amendments and Addendums, as applicable.
- XXIII. PARTIES IN INTEREST.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- XXIV. CHOICE OF LAW; FEES.** The Parties agree that any dispute that cannot be resolved between the Parties shall be resolved by all available legal and equitable remedies. This Agreement and all disputes will be governed by and construed in accordance with the laws of the state of Florida without regard to its conflict of law provisions. Exclusive venue and jurisdiction for any litigation arising out of this Agreement shall be subject to the local, state or federal courts in Polk County, Florida. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each Party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
- XXV. DISPUTE RESOLUTION.** No section regardless of form, arising out of this Agreement, may be brought by either Party hereto more than twelve (12) months after the event giving rise to the cause of action.
- XXVI. ENTIRE AGREEMENT; AMENDMENTS.** The Agreement and the Terms and Conditions together with any attachments, exhibits and other information, whether physically attached, incorporated by reference or referenced to a website contain the complete and exclusive understanding between the Parties regarding the subject matter herein and supersede any prior or contemporaneous agreements, oral or written. No provision of the Agreement shall be modified or amended except in a writing signed by the Parties.
- XXVII. WAIVER.** Failure to exercise or enforce any right under this Agreement will not act as a waiver of such rights.

SCHEDULE A
BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Customer and Passport have entered into agreement(s) (collectively, the "Agreement"), pursuant to which Passport provides certain Products and Services to Customer;

WHEREAS, Customer will provide patient health and financial information to Passport under the Agreement;

WHEREAS, Customer and Passport wish to amend the Agreement to comply with the requirements of the HIPAA Rules (as defined herein).

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. **DEFINITIONS.** Customer and Passport understand that unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the HIPAA Rules, and all references to Protected Health Information herein shall be construed to include Electronic Protected Health Information.

The following terms shall have the meaning indicated when capitalized and used in the Addendum:

- 1.1 **Breach** shall have the meaning as the term "breach" as defined at 45 C.F.R. § 164.402
- 1.2 **Data Aggregation Services** shall have the meaning given to such term under 45 CFR 164.501.
- 1.3 **Designated Record Set** shall mean "designated record set" as such terms is defined in 45 CFR 164.501, which is stored on the system operated and maintained by Passport under the Agreement or otherwise in the possession of Passport or its subcontractors.
- 1.4 **De-Identified Data** means information that has been de-identified in accordance with 45 CFR 164.514.
- 1.5 **Electronic Protected Health Information or "ePHI"** shall mean Protected Health Information that is maintained or transmitted by Electronic Media.
- 1.6 **Electronic Media** shall mean "electronic media" as such terms is defined in 45 CFR 160.103, as amended.
- 1.7 **Health Care Operations** shall have the meaning given to such term under 45 CFR 164.501.
- 1.8 **HIPAA** means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through 42 U.S.C. §1320d-8.
- 1.9 **HITECH Act** means the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and any applicable regulations promulgated there under.
- 1.10 **HIPAA Rules** mean the Privacy Rule, Security Rule, Transaction Rule and applicable amendments by the HITECH Act.
- 1.11 **Individual** shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.12 **Privacy Rule** shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- 1.13 **Protected Health Information or "PHI"** shall have the same meaning as the term "Protected Health Information" in 45 CFR § 164.103, limited to the information created or received by Passport from or on behalf of Customer.
- 1.14 **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- 1.15 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information contained in 45 CFR 160, 162 and 164, as amended.
- 1.16 **Transaction Rule** means the regulations contained in 45 CFR 160 and 162, as amended.
- 1.17 **Unsecured PHI** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in § 13402(h) of the HITECH Act.
- 1.18 **Unsuccessful Security Incident** means activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.
- 1.19 **Successful Security Incident** means a Security Incident that results in unauthorized access, use, disclosure, modification or destruction of Electronic Protected Health Information.

2. **HIPAA COMPLIANCE.** Passport agrees to comply with the following:

2.1 **Use of Protected Health Information:** Passport shall not use any Protected Health Information other than as permitted by this Addendum and as required: (i) to perform Passport's obligations under the Agreement, (ii) for Passport's proper management and administration or (iii) as Required by Law including without limitation the requirements of the HIPAA Rules.

2.2 **Obligations and Activities:**


2.2.1 **Appropriate Safeguards.** Passport shall use appropriate safeguards to prevent the use or disclosure of PHI, other than as permitted by the Agreement or this Addendum and will comply, where applicable, with the requirements of the Security Rule.

2.2.2 **PASSPORT's Agents.** Passport agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by PASSPORT on behalf of Customer, agrees to the same restrictions and conditions that apply through this Agreement to PASSPORT with respect to such information.

2.2.3 Passport may use PHI to provide Data Aggregation Services for the Customer.

- 2.2.4 Passport may use De-identified Data for any purpose.
- 2.2.5 Passport shall report to the Customer any use or disclosure of the PHI not provided for by the Addendum of which it becomes aware including all breaches of Unsecured PHI
- 2.3 **Disclosures of Protected Health Information:**
- 2.3.1 **Disclosure to Workforce:** Passport may disclose Protected Health Information to members of its "workforce" (as such terms is defined under HIPAA at 45 CFR 160.103, as amended), solely for the purposes of performing its obligations under the Agreement, this Addendum and as necessary for Passport's proper management and administration.
- 2.3.2 **Disclosure to Subcontractors:** If Passport, carries out any of its duties under the Agreement through a subcontractor which duties, by their nature, involve use of, custody of, disclosure of, creation of, or afford access to Protected Health Information, there shall be a written contract for such work and the contract shall contain the same restrictions and conditions that apply to Passport as a business associate under the HIPAA Rules.
- 2.3.3 **Disclosure to Third Parties:** Passport shall not disclose Protected Health Information to any other person or entity (except as provided herein), or except as permitted by the Agreement, Required by Law or as approved by Customer.
- 2.4 **Access to Protected Health Information and Designated Record Sets:** To the extent that Customer does not already have in its possession a patient's Protected Health Information in a Designated Record Set, Passport shall provide copies to Customer of all or a portion of the Protected Health Information in the Designated Record Set then-currently in Passport's possession within 20 days after Customer's request in order for Customer to: (a) make the Protected Health Information in the Designated Record Set available in accordance with 45 CFR Part 164.524 and (b) amend the Protected Health Information in the Designated Record Set in accordance with 45 CFR Part 164.526. In the event an individual requests access to, or an amendment of, the Protected Health Information in a Designated Record Set such request shall be the responsibility of Customer. Passport may charge Customer additional fees for any requests made under Section 2.4 of this Agreement.
- 2.5 **Accounting of Disclosures:** Upon notice by Customer to Passport that it has received a request for an accounting of disclosures of Protected Health Information regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Passport shall make available, within 30 days, to Customer such information then-currently in Passport's possession, custody or control (including such information, if any in the possession, custody or control of Passport's subcontractors) that is required for Customer to make the accounting required by 45 CFR Section 164.528. Passport may charge Customer additional fees for any requests made under Section 2.5 of this Agreement.
- 2.6 **Security Rule:** Passport shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Customer's electronic Protected Health Information that Passport creates, receives, maintains, or transmits on behalf of Customer as more fully set forth in the Passport OneSource Security Guide and policies published on Passport's website. Passport shall report to Customer any security incident involving Customer's electronic Protected Health Information of which it becomes aware to the extent required by HIPAA Rules and as set forth at Section 2.10 below. To the extent required by the HITECH Act, Passport shall implement the safeguards, policies, procedures and documentation required by 45 CFR 164.308, 164.310, 164.312 and 164.316.
- 2.7 **Disclosure to U.S. Department of Health and Human Services:** To the extent required by the Privacy Rule, Passport shall make its internal practices, books, and services relating to the use and disclosure of the Protected Health Information available to the Secretary to the extent required for determining Customer's compliance with the Privacy Rule. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by Passport by virtue of this Section.
- 2.8 **Retention of Protected Health Information; Return/Destruction of Protected Health Information:** Upon termination or expiration of the Agreement, Passport and its subcontractors shall return or certify as destroyed all of the Customer's Protected Health Information (excluding any archival copies) that Passport has in its possession, if any. If such return or destruction is not commercially feasible as determined by Passport, the parties agree that the requirements of this Addendum shall survive termination of the Agreement and that Passport shall limit all further uses and disclosures of the Protected Health Information to those purposes that make the return or destruction of such information infeasible. Section 2.8 of this Agreement shall survive the termination or expiration of the Agreement.
- 2.9 **Transaction Rule:** Passport and Customer acknowledge that nothing in the Agreement or this Addendum is intended to modify or violate the requirements contained in 45 CFR Part 162.915, as amended from time to time.
- 2.10 **Security Incidents:** If Passport becomes aware of any Successful Security Incidents, PASSPORT shall report the same in writing to Customer within fifteen (15) business days of such Successful Security Incident. To avoid unnecessary burden on either party, Passport shall report to Customer any Unsuccessful Security Incidents of which it becomes aware of only upon request of the Customer. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the parties. If the definition of "Security Incident" is amended under the Security Rule to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy Electronic Protected Health Information, then this Section shall be amended so that the provisions relating to "Unsuccessful Security Incidents" no longer apply as of the effective date of such change to the law.
- 2.11 **Duty to Mitigate:** Passport and Customer agree to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effects that become known to either party related to the use or disclosure of Protected Health Information not provided for in this Addendum.
- 2.12 **Data Breach.** In the event that Passport discovers, as determined in accordance with 45 C.F.R. § 164.410, that a Breach of Unsecured Protected Health Information of Customer has occurred or may have occurred, Passport shall notify Customer of the identification of each Individual who has been or is reasonably believed to have been affected by the Breach, along with any other information that Customer as a Covered Entity will be required to include its notification of the Individual under the HITECH Act and its implementing regulations.
3. **PROHIBITED USES AND DISCLOSURES.**
- 3.1 **Fundraising & Marketing:** Passport shall not use or disclose PHI for fundraising or marketing purposes unless permitted by the HIPAA Rules.

- 3.2 Restrictions:** Customer shall not request nor shall Passport disclose PHI to a health plan for payment or Health Care Operations purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as required by 45 C.F.R. 164.522.
- 3.3 Remuneration.** Passport shall not directly or indirectly receive remuneration in exchange for PHI, unless Passport obtains a valid authorization from the Individual including specifications of whether the PHI can be further exchanged for remuneration by the receiving entity or as permitted by the HITECH Act, described in 45 C.F.R. 164.502 and 45 C.F.R. 164.508. Passport shall not directly or indirectly received payment exchange for making certain communications to individuals about a non-healthcare related or third party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication; or (ii) Customer obtained a valid authorization from the Individual. However, Passport can make such a communication on behalf of Customer, within the scope of the Passport contract. This prohibition shall not affect payment by Passport to Customer for Services or Products provided pursuant to the Agreement.
- 4. CUSTOMER OBLIGATIONS.** Customer agrees to obtain and maintain consent(s) and/or authorization(s), if required under applicable law, to permit Customer to disclose Protected Health Information to Passport as provided in the Agreement, including without limitation relating to prescription drugs. Customer shall provide Passport with a current list of designated representatives who shall be the only Customer representatives with authority to access Protected Health Information. Customer shall notify Passport in writing within 48 hours in the event any designated representatives are no longer employed by Customer or no longer should be allowed access to the Protected Health Information. Customer shall notify Passport of any limitations in its notice of privacy practices in accordance with Section 164.520 of the Privacy Rule, to the extent that such limitation may affect Passport's use or disclosure of Protected Health Information. Customer shall notify Passport of any changes in, or revocation of, permission by individual to use or disclose Protected Health Information, to the extent that such changes may affect Passport's use or disclosure of Protected Health Information. Customer shall notify Passport of any restriction to the use of or disclosure of Protected Health Information that Customer has agreed to in accordance with Section 164.522 of the Privacy Rule or under the HITECH ACT, to the extent that such restriction may affect Passport's use of disclosure of Protected Health Information. Customer shall only use and/or disclose the Minimum Necessary PHI needed for Passport to provide the Service or Product in accordance with the HITECH Act and the Privacy Rule.
- 5. TERMINATION.** If Passport materially defaults in the performance of any of its duties or obligations under this Addendum and such default is not cured within ten (10) days after written notice is given to Customer specifying the default, Customer may at its option terminate the Addendum as of a date specified in the notice of termination the ("Termination Date") such Termination Date being subsequent to the date of the notice of termination. If there are subsequent changes or clarifications to the HIPAA Rules, the parties will negotiate in good faith to amend this Addendum to comply with such changes. Notwithstanding the foregoing, if such changes or clarifications materially affect Passport, Passport may terminate the Agreement and this Addendum by giving Customer at least 30 days prior written notice. Upon Passport's knowledge of a material violation of the HIPAA Rules by Customer, Passport shall provide notice and an opportunity for the Customer to end the violation and terminate this Agreement if the Customer does end the violation within fifteen (15) days from receipt of notice from Passport.
- 6. CONFLICT WITH AGREEMENT.** In the event of any conflict between the terms of this Agreement and the terms of the underlying Agreement, the terms of this Agreement shall control. All of the other terms and conditions contained in the Agreement and not specifically amended hereby remain in full force and effect. In the event of an inconsistency between the provisions of this Agreement and the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules but are permitted by the HIPAA Rules, the provisions of the Agreement shall control.
- 7. NO THIRD PARTY BENEFICIARIES.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.
- 8. DISCLAIMERS.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE BREACH OF THIS ADDENDUM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS ADDENDUM. THE DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. LIABILITIES.** Passport's maximum liability for the damages to Customer, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of: (1) the total amount payable for the service during the twelve (12) months before the cause of actions arose or (2) the damages incurred.

Supplier	Customer	
EXPERIAN HEALTH, INC. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	Polk County, Florida, a political subdivision of the state of Florida 2135 Marshall Edwards Dr. Bartow, FL 33830	

Price Change, Add Product and Renewal Amendment

This amendment ("Amendment") shall be made a part of the Master Customer Agreement, dated December 18, 2014, including any schedules, addenda and amendments thereto, ("Agreement") between Passport Health Communications, Inc. ("Passport") and Polk County, Florida, a political subdivision of the state of Florida ("Customer"). The Amendment is subject to the Agreement and the Terms and Conditions which are hereby incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement.

WHEREAS, Passport, along with certain affiliates and subsidiaries, collectively did business as Experian Health prior to December 31, 2015;

WHEREAS, effective December 31, 2015, certain Passport affiliates and subsidiaries were merged with and into Passport; and Passport then executed a legal name change to Experian Health, Inc. ("Experian Health");

WHEREAS, Experian Health and Customer wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

As Experian Health, Inc. is the new legal name of Passport, accordingly Experian Health is bound by all of the duties, obligations and liabilities of Passport and entitled to all of the rights, interests and benefits of Passport pursuant to the Agreement. Each of Customer and Experian Health may be referred to as a "Party" or collectively as the "Parties". This Amendment shall be effective as of the date of signature by Experian Health ("Amendment Effective Date").

- I. **PRICE CHANGE.** Customer's new transaction price specific to the product or products listed below shall be as follows. Customer's pricing pursuant to the Agreement will not change except as expressly modified below. This price change shall be effective the first day of the month following the Amendment Effective Date.

PASSPORT ELIGIBILITY TRANSACTION FEES. The Passport Eligibility transaction fee ("Eligibility Transaction Fee") includes Passport Eligibility transactions across all product platforms, including Passport eCare NEXT®, IntelliSource, EDI, OneSource and BatchSource as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the first calendar month following the Amendment Effective Date ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate. Prior to the EV Billing Date, Customer shall be billed per the Agreement.

Passport Eligibility Transaction Pricing		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
\$975.00 per month	7,500 transactions per month	\$0.13 per transaction in excess of 7,500 transactions per month

- II. **PRODUCT OFFERINGS AND FEES.** Product offerings and fees specified herein apply to a single facility installation. Experian Health agrees to provide the products and services selected below for the facility/facilities listed on Exhibit A hereto. Customer agrees to provide further details specified in the facility list and administration section in Exhibit A attached hereto.

Offering Description	Qty	Fees (Unit Price)		
		Implementation	Subscription	Transaction
BatchSource Self-Pay Review identifies date-specific Medicaid coverage on patients with a billable self-pay account balance.	1	\$1,600.00	\$0.00	The Passport Eligibility Transaction Fee shall be billed as provided above.
<i>Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.</i>				
Total 1st Year Fees (excluding transaction fees)		\$1,600.00	\$0.00	
Future Recurring Fees (excluding transaction fees)		N/A	\$0.00	

PASS-THROUGH FEES. Fees exclude pass-through fees ("Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCO's"), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of the Agreement to the contrary, Experian Health, Inc. shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Experian Health.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost due at contract execution.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to the Customer. These fees are presented on an annual basis but billed on a monthly basis for the duration of the Agreement. Billing begins the earlier of: i) Customer's first productive use or ii) the fifth full calendar month following the Amendment Effective Date.

TRAINING FEES. Experian Health shall provide on-site training for all of the products selected above at the rate of \$2,000 per trainer per eight-hour day. Online training, to the extent available for a given Product, shall be provided at no cost to Customer. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to the Customer from Experian Health as an inquiry sent to Experian Health from the Customer's HIS/PMS system(s). Transactions become billable to the Customer, once the Customer is eligible for training and will be billed on a monthly basis for the duration of the Agreement.

PASSPORT ELIGIBILITY TRANSACTION FEES. The Passport Eligibility transaction fee ("Eligibility Transaction Fee") includes Passport Eligibility transactions across all product platforms, including Passport eCare NEXTSM, IntelliSource, EDI, OneSource, BatchSource and Claims as well as any other transactions triggered by another Product. The Eligibility Transaction Fee shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use of Passport Eligibility or ii) five (5) months following the Amendment Effective Date ("EV Billing Date"). The Eligibility Transaction Fee does not include Pass-Through Fees. For any partial calendar months, the Eligibility Transaction Fee shall be prorated. In no event will the Eligibility Transaction Fee be less than the Monthly Base Rate. Prior to the EV Billing Date, Customer shall be billed at the Excess Usage Rate.

Passport Eligibility Transaction Pricing		
Monthly Base Rate	Monthly Max Transactions	Excess Usage Fee
\$975.00 per month	7,500 transactions per month	\$0.13 per transaction in excess of 7,500 transactions per month

III. MISCELLANEOUS

TERMS OF AGENCY. Prior to the use of the Products and Services herein on behalf of any healthcare provider, including Customer's own clients, Customer will ensure that it has all of the following in place: i) a validly existing, fully-executed contract with such provider authorizing Customer to act as an authorized agent of such provider for the purposes of submitting inquiries as set forth in this Agreement; ii) a validly existing, fully-executed Business Associate agreement between Customer and such provider; and iii) any other regulatory or compliance documents that may be required by statute, regulation or otherwise. Customer understands and acknowledges that Customer may only submit inquiries to Experian Health on behalf of healthcare providers which have a valid National Provider Identifier number (NPI) and which are actively enrolled with the payer to which the inquiry is submitted. Customer understands and acknowledges that Customer and/or any such provider may be required to fill out additional enrollment paperwork as required by Medicare, Medicaid, any third party payers or Experian Health. Customer is responsible for the collection of all requisite documentation and permissions from any such provider, and, upon Experian Health's reasonable request, Customer will provide copies of such documentation to Experian Health.

BILLING TERMS. Customer agrees to the following billing terms: Due upon receipt

TERM OF AGREEMENT AND RENEWAL. Experian Health reserves the right to rescind the fee structure and terms if this Amendment is not executed within 45 days of the date the Amendment was submitted to Customer. The Agreement, as amended by this Amendment, shall continue for a term of thirty-six (36) months from the Amendment Effective Date ("Initial Term") and will automatically renew for an unlimited number of twelve (12) month periods ("Renewal Term"). The Agreement may be terminated by either Party effective at the end of the Initial Term or at the end of any Renewal Term (if applicable) with a ninety (90) day written termination notice. This Term of Agreement and Renewal provision shall replace and supersede any term, renewal and termination provision previously negotiated between the Parties with the exception of any Termination for Cause provision.

Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains in full force and effect. This Amendment may be executed by digital signature and in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.

IN WITNESS WHEREOF, an authorized representative of each of the Parties has executed this Amendment as of the dates written below.

EXPERIAN HEALTH, INC.

Signed By: *Melissa Moore*

Print Name: Melissa Moore

Title: Controller

Date: June 21, 2017

POLK COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

I By: *Jim Freeman*

Print Name: Jim Freeman

Title: County Manager

Date: 6-9-17



**EXHIBIT A
FACILITY LIST AND ADMINISTRATION**

PRIMARY FACILITY INFORMATION

Name: Polk County, a political subdivision of the State of Florida

Address: 2135 Marshall Edwards Dr., Bartow, FL, 33830

NPI #: 1225156342

Tax ID#: 596000809

Tax Exempt: No

(if yes, please attach a copy of your certificate of exemption.)

Company Website: polk-county.net]

Type of Ownership: Partnership Sole Owner Nonprofit Corporation LLC

Years in Business:

CONTACT INFORMATION

Product Admin./Superuser

Contact: Judy Robinson

Phone: (863) 534-5386

Email: judyrobinson@polk-county.net

Enrollment/Implementation

Contact: Judy Robinson

Phone: (863) 534-5386

Email: judyrobinson@polk-county.net

Billing

Contact: Kelvin Almestica

Phone: (863) 519-2074

Email: kelvinalmestica@polk-county.net

Training

Contact: Judy Robinson

Phone: (863) 534-5386

Email: judyrobinson@polk-county.net