



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 28, 2016

RE: *Approval of SunGard Public Sector ONESolution Enterprise Resource Planning (ERP) Software*

PETITION # 03-16

That the Southern Nevada District Board of Health *approve the purchase and implementation of the OneSolution Enterprise Resource Planning (ERP) system from SunGard Public Sector*

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PETITIONERS:

Jason Frame, *Information Technology Manager* *JF*
Shandra Hudson, *Human Resources Administrator* *SH*
Sharon McCoy-Huber, *Financial Services Manager* *smh*
Andrew J. Glass, **FACHE, MS**, *Director of Administration* *AG*
Joseph P. Iser, **MD, DrPH, MSc**, *Chief Health Officer* *JPI*

DISCUSSION:

As part of our RFP process, a comprehensive, multidisciplinary review of multiple vendors ended with the selection of ONESolution from SunGard Public Sector as the best option for SNHD. The Finance and Human Resources Departments request approval to purchase and implement ONESolution, by SunGard Public Sector. ONESolution is a fully integrated ERP solution that will replace 11 current business applications, consisting of several outdated, non-integrated/stand-alone systems with minimal tracking and reporting capabilities. Implementing ONESolution will create a single system to manage all financial and human resources services, increasing efficiencies and lowering chances for error by transferring data between multiple systems.

FUNDING:

Total cost of purchase and implementation not to exceed \$2,000,000 (personnel investment not included.) The funds will come out of SNHD Capital Funds (FY 2016) budgeted amount of \$3,000,000 previously earmarked for this project.

CUSTOMER NO. _____; CONTRACT NO. 00010366

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Southern Nevada Health District, NV

with its principal place of business at
330 S. Valley View Boulevard
Las Vegas, NV 89107-4351

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by October 31, 2015.

Southern Nevada Health District, NV

SunGard Public Sector Inc.

BY: 

BY: _____

PRINT NAME: Andrew J. Glass, FACHE, MS

PRINT NAME: Lisa Neumann

PRINT TITLE: Director of Administration

PRINT TITLE: Controller

DATE SIGNED: 12/2/15

ATE SIGNED: _____

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Avoidance Procedure" is a procedure that gives the Customer substantially similar functionality and does not cause significant delay or require significant worker effort to implement.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contractor" means: (i) SunGard Public Sector; (ii) SunGard Public Sector's employees with a need to know; and (iii) third party consultants, agents, and

contractors engaged by SunGard Public Sector who have a need to know, who have been pre-approved by Customer, and who, prior to obtaining access to the Software, have executed a Customer-approved Business Associate Agreement.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Go-Live date" means the date of Customer's first use of the Component System with real data in a production (and not testing) mode.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants, agents, and contractors engaged by Customer who have a need to know, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software" means the Component Systems listed in Exhibit 1.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership.

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Customer may deploy the software on multiple servers (physical or virtual) as needed to maintain Production, Training and Test environments. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other

appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. For a period expiring twenty-four (24) months from the Execution Date, SunGard Public Sector will provide Customer with additional professional services, at SunGard Public Sector's rates below. Thereafter SunGard Public Sector will provide Customer with additional professional services at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement. Any additional professional services desired by Customer will be sold under amendment(s) to this Agreement which are executed by both parties.

- Project Management: \$200/hr
- Consulting (Business Process Review): \$200/hr
- Consulting (Other): \$160/hr
- Training: \$160/hr
- Task/Data Conversion: \$200/hr
- Installation: \$175/hr
- Configuration Mapping: \$160/hr
- Interface Development: \$175/hr
- Report Development: \$200/hr
- Workflow Development: \$160/hr
- Audit: \$160/hr

c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any Contractor personnel that are rendering services on-

site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1 or notified in writing by Customer, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

a) Payment.

i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced upon receipt of various deliverables as stated in the Statement of Work and will be due within 30 days upon Customer's receipt of a correct and valid invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector

incurs in providing Customer with services under this Agreement. Such travel and living expenses will a) be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 3 and b) not exceed US. General Services Administration's per diem rates for Las Vegas, NV and will be invoiced on a monthly basis in arrears and due within thirty (30) days upon Customer's receipt of a correct and valid invoice.. All invoices for reimbursements will have notarized copies of receipts attached for documentation to be audited by the Customer.

b) Taxes. Customer represents that it is a tax exempt organization (State of Nevada, Department of Taxation Account No. RCE-004-676). Customer will provide valid tax exemption certificate(s) for any and all taxes for which Customer is exempt. Except for taxes covered under the aforementioned tax exemption certificate(s), Customer is responsible for paying any applicable taxes billed by SunGard (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement during the term of this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement.

c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within seven (7) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without

Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, repair or replace the defect or at Customer's option, provide an Avoidance Procedure. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an Avoidance Procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector

can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless repair or replace the defect or at Customer's option, provide Customer with an Avoidance Procedure for that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties hereby agree to the terms of the Business Associate Agreement, attached hereto as Exhibit 4 and incorporated by reference herein.

9. Indemnity by SunGard Public Sector. Neither Party waives any right or defense to indemnification that may exist in law or equity. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control

of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

a) Termination for Cause by Either Party. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that written notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event

or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period.

b) **Termination for Convenience.** Customer will additionally have the right to terminate this Agreement for convenience, by providing SunGard Public Sector with written notice of such termination for convenience at least thirty (30) days prior to the effective date of such termination for convenience. Provided as a strict condition of such right of termination for convenience, Customer must first remit to SunGard Public Sector (regardless as to whether such amounts would otherwise then be due, based upon any Supplements and/or any amendments to this Agreement), payment in full for any of the following services provided up to the date of the notice of termination: (a) all license fee amounts for the Licensed Program(s), (b) all amounts for all third party products provided by SunGard Public Sector under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard Public Sector (including for services rendered by SunGard Public Sector subcontractors and/or services actually rendered by third parties for which SunGard Public Sector is facilitating the provision of services to Customer), (d) services provided prior to the notice; e) for all software delivered, accepted, and not yet paid for; and f) for any unpaid reimbursables that cannot be cancelled.

c) **Termination for Non-appropriation of Funds.** Appropriation of Funds. Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the express purpose of acquiring from SunGard Public Sector the licenses and services set forth herein.

In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall

immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portion(s) thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible for payments pursuant to section 10(b) herein.

d) **Effect of Termination.** Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

e) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

f) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this contract.

16. LIMITATIONS OF LIABILITY.

A. LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER

RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE PAID TO SUNGARD UNDER THIS AGREEMENT).

B. EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C. BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **Southern Nevada Health District, NV**

Delivery Address: 330 South Valley View Boulevard, Las Vegas, NV 89107 (NOTE: New address, as of January 11, 2016 will be 280 South Decatur Boulevard, Las Vegas, NV 89107).

COMPONENT SYSTEMS:

Qty	Product Code	Product Name	License Fee	Initial Annual Maintenance
1	OS-FIN-PAF	ONESolution Personnel Action Forms	\$15,000.00	\$2,400.00
1	OS-FIN-AP_OS-FIN-BK	ONESolution Accounts Payable w/ Bank Reconciliation	\$19,200.00	\$3,070.00
1	OS-FIN-ELF	ONESolution Easy Laser Forms	\$0.00	\$980.00
1	OS-FIN-CDD	ONESolution Click, Drag, and Drill	\$0.00	\$0.00
1	OS-FIN-GL	ONESolution General Ledger	\$46,500.00	\$7,440.00
1	OS-FIN-DO	ONESolution Documents Online	\$0.00	\$3,260.00
1	OS-FIN-WORKFLOW	ONESolution Workflow	\$0.00	\$0.00
1	OS-FIN-BD	ONESolution Budgeting w/ Budget Item Detail	\$6,700.00	\$1,310.00
1	OS-FIN-JL	ONESolution Job/Project Ledger	\$0.00	\$0.00
1	OS-FIN-AR	ONESolution Accounts Receivable	\$16,400.00	\$2,620.00
1	OS-FIN-CM	ONESolution Contract Management	\$16,400.00	\$2,620.00
1	OS-FIN-EO	ONESolution Employee Online	\$16,400.00	\$2,620.00
1	OS-CRCPT	ONESolution Cash Receipts	\$15,200.00	\$2,430.00
1	OS-FIN-FA	ONESolution Fixed Assets	\$16,400.00	\$2,620.00
1	OS-FIN-GM	ONESolution Grants Management	\$16,400.00	\$2,620.00
1	OS-FIN-HR	ONESolution Human Resources	\$32,100.00	\$5,140.00
1	OS-FIN-PY	ONESolution Payroll	\$35,500.00	\$5,680.00
1	OS-FIN-PB	ONESolution Position Budgeting	\$6,700.00	\$1,310.00
1	OS-OSEC	ONESolution SPSONE Security	\$0.00	\$0.00
1	OS-DESKTOP	ONESolution Desktop	\$0.00	\$0.00
1	OS-FIN-PO	ONESolution Purchasing	\$23,300.00	\$3,730.00
1	OS-FIN-SI	ONESolution Stores Inventory	\$22,600.00	\$3,620.00
1	OS-FIN-STNV	ONESolution State Regulatory-Nevada	\$30,000.00	\$4,800.00
1	OS-FIN-PA	ONESolution Project Allocation	\$10,500.00	\$1,680.00
Total:			\$345,300.00	\$59,950.00

Software Notes:

1. The Contract Year commences on the Execution Date (and subsequent anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term, of the Software Maintenance Supplement attached hereto.
2. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed

on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

SERVICES:

Upon completion, which is defined by the Deliverable and Milestone sign off process in Section 5.7 of the Statement of Work (SOW), incorporated herein as Exhibit 5, SunGard shall invoice the Customer for the following payment amounts. The details associated with each milestone are identified in the SOW, Appendix 1.

Any changes to the scope of services outlined in the SOW require a change order and may affect the schedule of milestone payments.

Payment Milestone	% of Total	Phase	Description	Deliverable	Milestone Payment Amount
1	4.00%	1 & 2	Includes Project Charter, Project Kick off, & Communication Plan	1, 2, 3	\$24,138.40
2	4.00%	1	Project Work Plan/Schedule for Phase 1	4	\$24,138.40
3	2.00%	1 & 2	Risk Plan and Register, Issues Register, and Budget Tracking. Milestone consists of completion of initial documents with identified risks, issues, and initial budget template	5, 6, 7	\$12,069.20
4		1	Business Process Review/ Configuration Survey / Configuration Roadmap	14, 15, 16	\$0.00
4.1	2.00%	1	Phase 1 – Business Process Review Initial interview covering all modules	14	\$12,069.20
4.2	3.00%	1	Phase 1 - Delivery of initial Business Process Review findings including 1, Configuration Survey and 2. List of processes with key decisions related to each process identified in the functional requirements included in the RFP and any additional requirements identified during the BPR.	14, 15	\$18,103.80
4.3	3.00%	1	Phase 1 -Completed configuration decisions roadmap Document 1. Includes configuration decisions and processes	16	\$18,103.80
5	3.00%	1 & 2	Change Management Plan	8	\$18,103.80
6	3.00%	1	Software Installed and Installation Post Action Report delivered	17 & 18	\$18,103.80
7	2.00%	1	Conversion Scope	9	\$12,069.20
8	2.00%	1	Interface Scope	10	\$12,069.20
9	2.00%	1	Reports Scope	11	\$12,069.20
10	2.00%	1	Workflow Scope	12	\$12,069.20
11	2.00%	1	Forms Scope	13	\$12,069.20
12	3.00%	1	Conversion Specifications	19	\$18,103.80
13	3.00%	1	Interface Specifications	20	\$18,103.80
14	3.00%	1	Workflow Specifications	21	\$18,103.80
15	3.00%	1	Forms Specifications	23	\$18,103.80
16	3.00%	1	Data Migrated and Validated Phase I - SunGard is lead for Data Migration/District is lead for Data Validation	24	\$18,103.80
17	3.00%	1	Develop and Delivery of Interfaces	25	\$18,103.80
18	3.00%	1	Develop and Deliver Workflow Models	27	\$18,103.80
19	3.00%	1	Develop and Deliver Forms	28	\$18,103.80
20	3.00%	1	Test Plans/Scripts	29	\$18,103.80
21	3.00%	1	Core Team Training Plan	32	\$18,103.80

Payment Milestone	% of Total	Phase	Description	Deliverable	Milestone Payment Amount
22	3.00%	1	Core Team Training Finance Modules Phase 1	34	\$18,103.80
23	4.00%	1	Base Testing Phase I	30	\$24,138.40
24	3.00%	1	End User Training Plan Phase 1	33	\$18,103.80
25	4.00%	1	End User Training Guides and Material Phase 1	35	\$24,138.40
26	4.00%	1	End User Training Phase 1	36	\$24,138.40
27	4.00%	1	User Verification Testing (UVT) Phase I	31	\$24,138.40
28	2.00%	1	Go Live Cutover Plan – Phase I	37	\$12,069.20
29	3.00%	1	Go Live Declaration Letter – Phase I	38	\$18,103.80
30	5.00%	1	Phase 1: Post Go Live Validation. Validation to be considered complete upon final acceptance outlined in section 3.8 of SOW	39	\$30,173.00
31	4.00%	1	Phase 1 Project Close Out	40	\$24,138.40
	100%		Phase I Subtotal:		\$603,460.00
1	4.00%	2	Project Work Plan for Phase 2	4	\$22,906.40
2		2	Business Process Review / Configuration Survey / Configuration Roadmap Phase II	14, 15, 16	\$0.00
2.1	4.00%	2	Phase 2 –Initial Business Process Review interview covering all modules	14	\$22,906.40
2.2	4.00%	2	Phase 2 - Delivery of initial Business Process Review findings including 1, Configuration Survey and 2. List of processes with key decisions related to each process identified in the Functional Requirements included in the RFP and any additional requirements identified during the BPR.	14, 15	\$22,906.40
2.3	4.00%	2	Phase 2 -Completed configuration decisions roadmap Document 1. Includes configuration decisions and processes	16	\$22,906.40
3	2.00%	2	Conversion Scope	9	\$11,453.20
4	2.00%	2	Interface Scope	10	\$11,453.20
5	2.00%	2	Reports Scope	11	\$11,453.20
6	2.00%	2	Workflow Scope	12	\$11,453.20
7	2.00%	2	Forms Scope	13	\$11,453.20
8	4.00%	2	Conversion Specifications	19	\$22,906.40
9	4.00%	2	Interface Specifications	20	\$22,906.40
10	4.00%	2	Workflow Specifications	21	\$22,906.40
11	3.00%	2	Forms Specifications	23	\$17,179.80

Payment Milestone	% of Total	Phase	Description	Deliverable	Milestone Payment Amount
12	4.00%	2	Data Migrated and Validated Phase 2 - SunGard is lead for Data Migration/District is lead for Data Validation	24	\$22,906.40
13	4.00%	2	Develop and Delivery of Interfaces	25	\$22,906.40
14	4.00%	2	Develop and Deliver Workflow Models	27	\$22,906.40
15	4.00%	2	Develop and Deliver Forms	28	\$22,906.40
16	3.00%	2	Test Plans/Scripts Phase 2	29	\$17,179.80
17	3.00%	2	Core Team Training Plan Phase 2	32	\$17,179.80
18	3.00%	2	Core Team Training HR/PY Modules Phase 2	34	\$17,179.80
19	4.00%	2	Base Testing Phase 2	30	\$22,906.40
20	3.00%	2	End User Training Plan Phase 2	33	\$17,179.80
21	3.00%	2	End User Training Guides and Material Phase 2	35	\$17,179.80
22	4.00%	2	End User Training Phase 2	36	\$22,906.40
23	4.00%	2	User Verification Testing (UAT) - Phase 2	30	\$22,906.40
24	3.00%	2	Cutover Plan - Phase 2	31	\$17,179.80
25	4.00%	2	Go Live Declaration Letter – Phase 2	37	\$22,906.40
26	5.00%	2	Phase 2: Post Go Live Validation. Validation to be considered complete upon final acceptance outlined in section 3.8 of SOW	39	\$28,633.00
27	4.00%	2	Phase 2 Project close out	40	\$22,906.40
	100.00%		Phase II Subtotal:		\$572,660.00
			Phase 1 Milestone Payments – 100%		\$603,460
			Phase 2 Milestone Payments – 100%		\$572,660
			Total Milestones		\$1,176,120
			Estimated Travel		\$224,042
			Reporting (see note 4)		\$67,500
			Total Services with Estimated Travel and Reporting		\$1,467,662

Services Notes:

1. Scope of services is included as Exhibit 5 – Statement of Work which is attached hereto and incorporated herein.
2. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

3. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.
4. **Reporting (Report Development – Contingency).** SunGard Public Sector has included in this agreement up to a total of 300 hours for report development (the “Reporting Contingency”). Subsequent to the Execution Date of this Contract, SunGard Public Sector and the Customer will build a report plan and will mutually determine report development responsibilities. Any reports developed using the Reporting Contingency will be added to the scope as fixed fee additions using the process for Change Orders as provided under Section 6 of Exhibit 5 – Statement of Work. The parties will create a Change Request based upon mutually agreed upon reporting requirements. The total hours of each executed Change Order will be subtracted from the Report hours balance. Once the 300 hours has been expended, the parties may mutually agree for the provision of more Reporting Contingency hours.

THIRD PARTY PRODUCTS

Qty	Product Code	Product Name	Type	Net Price
1	BICOREMDS	Cognos BI: Base Bundle Multi-Data Source	License Fee	\$20,500.00
1	COGNOS-DM	Cognos DM: Base Bundle	License Fee	\$29,480.00
1	OS-FCORENW	ONESolution Financials Core- New	License Fee	\$14,590.00
1	OS-GCORENW	ONESolution Global Core- New	License Fee	\$3,740.00
3	BI-EX	BI Analytics Explorer	License Fee	\$9,000.00
1	BMI-ASSET	BMI Fixed Asset Barcode	License Fee	\$6,490.00
1	BMI-STORES	BMI Stores Inventory Barcode	License Fee	\$6,490.00
1	COGNOS-DM	Cognos DM: Base Bundle	Annual Maintenance Fee	\$4,720.00
1	OS-FCORENW	ONESolution Financials Core- New	Annual Maintenance Fee	\$2,330.00
1	OS-GCORENW	ONESolution Global Core- New	Annual Maintenance Fee	\$600.00
1	BI-EX	BI Analytics Explorer	Annual Maintenance Fee	\$1,440.00
1	BICOREMDS	Cognos BI: Base Bundle Multi-Data Source	Annual Maintenance Fee	\$3,280.00
			Total (Excluding Maintenance):	\$90,290.00

Third Party Product Notes:

1. Actual shipping charges are additional and will be due upon delivery.

EXHIBIT 1 NOTES:

1. **APPLICABLE TAXES, PER THE TERMS OF SECTION 6(B) OF THIS AGREEMENT, ARE NOT INCLUDED IN THIS EXHIBIT 1. CUSTOMER WILL PROVIDE VALID TAX EXEMPTION CERTIFICATE(S) FOR ANY AND ALL TAXES FOR WHICH CUSTOMER IS EXEMPT. ANY TAXES FOR WHICH CUSTOMER MAY NOT BE EXEMPT, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

Product Notes
OS-CRCPT: If over the counter credit cards are to be processed, a subscription to SunGard Transaction Manager (KT) is required.
OS-FIN-PAF: The Personnel Actions application utilizes the Quick Pay Assignment screen (HRPYQP) for all applicable updates to position information.
BMI-ASSET: BMI AssetTrak ARS Software, Data Converter Pro Software, Includes a Unitech PA 692 PDT Kit with WIN 6.5, 26 Key keypad, laser, 1 GHZ Processor, 1 battery, Power Supply, USB Communication Cable and AssetTrak ARS MSD Users License. Includes one year phone support, software upgrades, and up to four hours of remote install/training via GoToMeeting.
BI-EX: All licenses are "multi-data source". Multi-data source licensing allows clients to use BI Analytics for non-SunGard database information as well as SunGard data. All pricing is for multi-data source use only. Support is performed by SunGard Public Sector. If support is terminated, the licenses are no longer active and must be uninstalled.
COGNOS-DM: Includes 1 Advanced Starter Install, 1 Admin, 1 User, 2 Reviewers. Consulting, installation, project management, and training are performed by SunGard Public Sector.
<p>BICOREMDS: Includes multi-data source for 1 BI Administrator (includes Meta Data Models, Framework, Café, and SDK) and Anonymous BI Users. IBM Cognos BI Framework Manager is a metadata modeling tool used to map and normalize data sources. SunGard provides standard metadata with the licensing of Cognos BI. Additional professional services for Framework Manager are only necessary if you wish to modify, customize and maintain customer specific versions of the metadata or if the customer wishes to use Cognos BI to report on sources other than SunGard data sources. Cognos BI: Base Bundle Multi-Data Source (BICOREMDS) introductory training (consulting) includes the following:</p> <p>Training Title: Delivery-Duration</p> <p>Intro to Cognos BI: Remote-2 hrs Cognos Admin: Remote-2hrs Cognos Admin Adv: Remote-2 hrs Cognos BI Overview: Onsite-32 hrs Admin/Instructor Prep: Onsite/Remote-2 hrs</p> <p>Installation, project management, and consulting are performed by SunGard Public Sector.</p>
BMI-STORES: BMI CollectIT Software w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices. Includes a Unitech PA 692 PDT Kit with WIN 6.5, 26 Key keypad, laser, 1 GHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT MSD Users License. Includes one year phone support, software upgrades, up to four hours of remote install/training, and one year depot parts and labor warranty on the PA 692 Portable Data Terminal.

Summary of Fees

Description	Type	Totals (After Discount)
License Fees	License Fees	\$345,300.00
Maintenance	Maintenance	\$59,950.00
Professional Services	Professional Services	\$1,176,120.00
Third Party	Software	\$90,290.00
Third Party	Maintenance	\$12,370.00

License Fee Discount Amount
(134,550.00)
Services Discount Amount
(178,250.85)
Third Party License Fee Discount Amount
(1,882.00)
Total Discount Amount
(314,682.85)

Total License Fees and Professional Services (Excludes Maintenance)
\$1,941,892.85
Discount Amount
(314,682.85)
Total
\$1,627,210.00

The amounts noted above shall be payable as detailed in the Schedule of Deliverables and Payments, attached as Exhibit 2.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

SCHEDULE OF DELIVERABLES AND PAYMENTS

The amounts noted in Exhibit 1 shall be due as follows and are payable Net-30 days following Customer's receipt of a correct and valid SunGard Public Sector invoice:

License Fee: 50% due upon the Execution Date, and 50% due at 120 days following the Execution Date.

Professional Services Fees: Due as provided in the Services table in Exhibit 1.

Third Party Products Software License Fees: 50% due upon the Execution Date, and 50% due ninety (90) days following Execution Date.

Third Party Products Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Third Party Products Initial Annual Maintenance: The initial annual maintenance fee is included in the License fee. The Annual Maintenance Fee amount shown in Exhibit 1 is for the second year of Third Party Product annual maintenance and is due prior to commencement of the second annual term. Annual Maintenance Fees for subsequent terms are subject to change and will be invoiced by and paid directly in advance to SunGard Public Sector.

THIRD PARTY SOFTWARE, HARDWARE AND SERVICES SUPPLEMENT

1.1 Third Party Software Licenses. To facilitate Customer's access and use of the third party software set forth on Exhibit 1 ("Third Party Software") the licensor(s) of such Third Party Software have agreed to allow SunGard Public Sector to provide the Third Party Software to Customer subject to the following additional conditions: (i) the Third Party Software shall be used only in conjunction with any permissible use of the Component System software specifically authorized hereunder, and (ii) the Third Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third Party Software which, unless otherwise included in a specific Supplement attached hereto, shall be provided to Customer with the receipt of such Third Party Software. During the term of this Agreement, SunGard Public Sector shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) of the Third Party Software, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Software hereunder. In the event of any defect in any Third Party Software supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Software without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use,

Incorrect voltage or attempts to modify the Software or Third Party Software). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Software or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Software.

Unless as otherwise provided in a specific Supplement attached hereto, or as provided in Licensor's terms and conditions, SunGard Public Sector shall provide Level 1 support of the Third Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third Party Software problem, contacting the Third Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third Party Software support engineer.

1.2 Third Party Hardware and Services

Customer is hereby advised that the third party, and not SunGard Public Sector, assumes all responsibility for and liability in connection with the Third Party Hardware or Third Party Services set forth on Exhibit 1, and is solely responsible for delivering the Third Party Hardware and Third Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the Third Party or to engage in any other acts that are binding upon the Third Party, excepting specifically that SunGard Public Sector is authorized to represent the fees for the Third Party Hardware or Third Party Services as the same is provided for in Exhibit 1 and to accept payment of such amounts from Customer on behalf of the Third Party.

1.3 Title and Risk of Loss:

In no event will SunGard Public Sector be deemed to have taken title or any similar right or interest in or of any Third Party Software or Third Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third Party Software or Third Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

1.4 Disclaimer of Warranties.

Except as may be provided in Section 1.1 above, Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE OR THIRD PARTY SERVICES. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE AND THIRD PARTY SERVICES. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE OR THIRD PARTY SERVICES.**

<SPECIFIC THIRD PARTY SOFTWARE SUPPLEMENTS TO FOLLOW>

COGNOS SOFTWARE SUPPLEMENT

1. Additional Definitions. "Cognos Software Modules" means any of the software provided to SunGard Public Sector by International Business Machines Corporation ("IBM") and identified under the name "Cognos" in the Third Party Software schedule of Exhibit 1 of this Software License and Services Agreement (the "Agreement").

2. Ownership. IBM owns the Cognos Software Modules.

3. Restrictions on Use of Cognos Software Modules. Customer's use of the Cognos Software Modules is subject to the terms and conditions of the IBM Licensing Information Document and all licensing files, including Notices files, which accompany or are included in the Cognos Software Module. Additionally, Customer's use of the Cognos Software Modules is subject to the following terms and conditions:

- (a) Customer has the right to use the Cognos Software Modules only in Object Code form only;
- (b) Customer acknowledges that the Cognos Software Modules are proprietary to IBM and are supplied by SunGard Public Sector under license from IBM. Title to the Cognos Software Modules shall at all times remain vested in IBM or its designated successor. Except for the right of use that is expressly provided to Customer under this Agreement, no right, title or interest in or to the Cognos Software Modules is granted to Customer; and
- (c) Customer acknowledges and understands that it is licensing the Cognos Software Modules on a "restricted use" basis. "Restricted use" means the use of the Cognos Software Modules only with the following Component Systems, to the extent licensed as set forth in Exhibit 1 of the Agreement: SunGard Public Sector ONESolution, Naviline TRAKiT and PLUS software applications. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the ONESolution, Naviline, TRAKiT and PLUS software applications system(s) set forth in Exhibit 1 of the Agreement.

BMI SOFTWARE SUPPLEMENT

1. Additional Definitions.

“BMI Software Modules” means the software provided to Customer by Briggs Marketing Inc. (“BMI”) which is identified in the Third Party Software schedule of Exhibit 1 of this Software License and Services Agreement as the “BMI” software.

“BMI Services” means the services provided to Customer by BMI which is identified in the Third Party Services schedule of Exhibit 1 of this Software License and Services Agreement as the “BMI” Services.

“BMI Agreement” means the PDT End-User License Agreement (EULA) to be provided by BMI to Customer upon delivery of the BMI Software Modules.

2. Ownership. Briggs Marketing Inc. owns the BMI Software Modules.

3. Condition on Use of BMI Software Module(s). Customer's use of the BMI Software Module is subject to the terms and conditions of the BMI Agreement. BMI is solely responsible for delivering the BMI Software Modules and BMI Services (if any) to Customer. Use of the BMI Software Modules shall be governed by the BMI Agreement.

4. Support Services. BMI shall provide support to Customer of the BMI Software Modules according to the terms of the BMI Agreement.

SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

1. Additional Definitions.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with corrections of Defects or Avoidance Procedures. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications. SunGard Public Sector will provide Customer with all applicable policies and procedures.

2. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public

Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. The amount of the year-on-year increase will not exceed the percentage rate of the Consumer Price Index plus two percent (CPI plus 2%), but in any event, not to exceed 4%. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis, subject to the limitations of the U.S. General Services Administration's per diem rates for Las Vegas, NV. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 3 and will be invoiced on a monthly basis in arrears and due within thirty (30) days upon Customer's receipt of a correct and valid invoice.. SunGard Public Sector will provide notarized copies of receipts for all reimbursements with each invoice.

4. Taxes. Customer represents that it is a tax exempt organization (State of Nevada, Department of Taxation Account No. RCE-004-676). Customer will provide valid tax exemption certificate(s) for any and all taxes for which Customer is exempt. Except for taxes covered under the aforementioned tax exemption certificate(s), Customer is responsible for paying

any applicable taxes billed by SunGard (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement during the term of this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement.

5. Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least 60 days prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least 60 days prior to the expiration of the then-current Contract Year.

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND**

THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. Termination shall be in accordance with the provisions of the Software License and Services Agreement. Annual Support under this Software Maintenance Supplement may be terminated without terminating the Software License Agreement.

8. LIMITATIONS OF LIABILITY.

a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE

SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Appendix 1
TO THE SOFTWARE MAINTENANCE SUPPLEMENT

Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. during Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. Maintenance will continue during pendency of any dispute provided that Customer has elected to receive, and has paid for, such annual Maintenance.
- III. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. SunGard Public Sector shall provide the notarized copies of receipts for reimbursement of the air fare. Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current U.S. General Services Administration (GSA) approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to the limitations of the GSA's per diem lodging rates for Las Vegas, NV. If, depending on the city, reasonable accommodations cannot be secured within the limitations of the GSA's per diem lodging rates for Las Vegas, NV, Customer's prior approval will be required. All notarized copies of hotel receipts will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Notarized copies of receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per GSA mileage guidelines) are reimbursable if necessary. Original receipt(s) for the taxi will be submitted to Customer. Proof of mileage is required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current GSA mileage guideline rate (subject to change with any change in GSA guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, notarized copies of receipts shall be provided to Customer for all of the aforementioned items.

MEALS

Meals will be reimbursed at the not to exceed rates specified in the GSA's per diem rates for Las Vegas, NV relating to meals

Business Associate Addendum

Customer and SunGard agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1171, et seq. ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 ("Privacy Rule") and Parts 160, 162 and 164 ("Security Rule") of the Code of Federal Regulations, and the Health Information Technology for Economic and Clinical Health Act, which is at Section 13400, et seq. of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. 17921-53, and guidance promulgated thereunder ("HITECH Act"), dealing with the security, confidentiality, integrity and availability of the protected health information.

This Addendum amends and restates all previous agreements, addendum, amendments and writings between the parties with respect to SunGard's Business Associate and other obligations under HIPAA and any such previous writings shall be of no further force or effect.

This Addendum shall be subject to the terms and conditions of, and be incorporated as a part of, the Agreement. Except as otherwise amended herein, the terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Addendum and the terms of the main body of the Agreement, this Addendum shall control.

Now therefore, the parties agree as follows:

- 1) Protected Health Information. Customer is considered a "Covered Entity" under the provisions of Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1171, et seq. ("HIPAA") and HIPAA's implementing regulations, Title 45, Part 160 and Part 164, Subparts A and E ("Privacy Rule") and 45 CFR Part 160 and Part 164, Subparts A and C ("Security Rule") of the Code of Federal Regulations. From time to time, in the course of providing services to Customer under the Agreement, SunGard may receive from Customer certain information relating to an individual's physical or mental health that may constitute "protected health information" as defined in the Privacy Rule.
- 2) Definitions
 - a) Catch-all definition:
 - i) The following terms used in this Addendum, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: "Data Aggregation", "Designated Record Set", "Disclosure", "Individual", "Notice of Privacy Practices", "Required by Law", "Secretary", "Subcontractor", and "Use".
 - b) Specific definitions:
 - i) "Breach" shall mean "breach" as defined in 45 CFR 164.402.
 - ii) "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SunGard.
 - iii) "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Customer.
 - iv) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - v) "PHI" shall mean "protected health information" as defined in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - vi) "Security Incident" shall have the same meaning as the term "Security Incident" in 45 C.F.R. § 164.304, limited to PHI as defined above, and provided, for purposes of this Addendum, Security Incident does not include trivial incidents that occur on a frequent basis, such as scans, pings or unsuccessful attempts to penetrate computer networks or servers.
 - vii) "Unsecured PHI" shall mean "unsecured protected health information" as defined in 45 CFR 164.402, limited to PHI, as defined above.

3) Obligations and Activities of Business Associate

a) Business Associate agrees to:

- i) Not use or disclose PHI other than as permitted or required by the Agreement, this Addendum or as Required by Law;
- ii) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Addendum;
- iii) Report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident that involves PHI, of which it becomes aware;
- iv) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate that apply through this Addendum with respect to such information;
- v) Make available PHI in a Designated Record Set to the Covered Entity or, as directed by Covered Entity, to an Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- vi) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 within 30 days after written notice is received from Covered Entity;
- vii) Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- viii) Provide to Covered Entity or an Individual, within 30 days after written notice is received from Covered Entity or an Individual, information collected in accordance with subsection (vii) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and, as applicable, Section 13405(c) of ARRA;
- ix) Make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI, available to the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the HIPAA Rules;
- x) To request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with 45 C.F.R. § 164.502(b); and
- xi) To report to Covered Entity, following discovery and without unreasonable delay, any Breach of Unsecured PHI. In any event, Business Associate will make such report within thirty (30) days and such report will include the information required to be provided by a Business Associate under the HITECH Act. Business Associate will cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under the Breach notification provisions of HIPAA.

4) Permitted Uses and Disclosures by Business Associate

- i) Business Associate may use or disclose PHI to perform its obligations under the Agreement.
- ii) Business Associate may use or disclose PHI as Required by Law.
- iii) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except that:
 - (1) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
 - (2) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached; and

- (3) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j).
- 5) Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions
 - a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity.
 - 6) Termination for Cause. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Addendum, then Covered Entity shall provide written notice of the breach or violation to Business Associate that specifies the nature of the breach or violation. Business Associate shall take reasonable steps to cure the breach or end the violation within 30 days after receipt of such written notice. In the absence of a cure within the specified timeframe, or in the event the subject breach is reasonably incapable of cure, then Covered Entity may, if feasible, terminate the Agreement, including this Addendum.
 - 7) Survival/Obligations of Business Associate Upon Termination. The terms of this Addendum shall survive termination of the Agreement and shall terminate when all PHI is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with this Addendum. Except as provided herein, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI still in its possession. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
 - 8) Miscellaneous
 - a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
 - b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules.
 - c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

STATEMENT OF WORK

Statement of Work (82 pages in total, including an additional cover page plus a table of contents) are inserted immediately following this Cover Page.