



**Mitchell & McCormick, Inc.
Subscriber Renewal Agreement**

This Subscriber Agreement (“Agreement”) is made and entered into between Mitchell & McCormick, Inc., with its principal place of business at One West Court Square Suite 700, Decatur GA 30030 (“Company”), and Provider/Organization (“Customer”), identified below. This Agreement governs the access and use of the products and services (“Services”) provided by Mitchell & McCormick, Inc. directly or made available to you through the Mitchell & McCormick, Inc. website by third parties with whom we contract.

Renewal Effective Date:

Term: One Year - \$500 Two Years - \$900

Customer Information	Invoicing Information
Contact Name: Amanda Balser	<input type="checkbox"/> Same as Customer Information
Agency Name: Tippecanoe County Health Department	Billing Contact:
Address: 629 N. 6 th St., Suite A, Lafayette, IN 47901	Agency:
Phone: 765-423-9222	Address:
Email: abalser@tippecanoe.in.gov	Phone:

Description of Services & Fee Schedule			
Solution	Description	Units	Extended Fees
<input checked="" type="checkbox"/> Customer Inhouse Billing	Mitchell & McCormick maintains user access, system upgrades & patches, support for table maintenance and access to clearinghouse Customer staff perform encounter data entry, claim submission to clearinghouse, insurance eligibility verification, claim rejection resolution, claim denial resolution, remittance posting, table maintenance & reporting	Per transaction fee (monthly minimum applies)	0.55 per eligibility 0.55 per claim 0.15 per remit \$350 monthly minimum
<input type="checkbox"/> Outsourced Billing Services	Mitchell & McCormick staff perform encounter data entry, claim submission to clearinghouse, insurance eligibility verification, claim rejection resolution, claim denial resolution, remittance posting, table maintenance, standard monthly report	Per transaction fee + % of payments remitted (monthly minimum applies)	0.## per eligibility 0.## per claim 0.## per remit ##% of payments remitted \$ monthly minimum

Terms and Conditions

1. Access and Use of Mitchell & McCormick, Inc. Products and Services. Customer’s access and use of Mitchell & McCormick, Inc. Services are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any revisions, supplements or addendum mutually agreed to by the parties in writing. Access is restricted to your internal use and benefit and any other access is prohibited. Mitchell & McCormick, Inc. only grants access to our website to persons, organizations and facilities that have contracted with us and that are in good standing pursuant to that agreement. Customer is responsible to ensure that entities affiliated with it that have access to our Services (consistent with the terms of the Agreement) will abide by the terms of this Agreement, and is responsible for any of their acts and omissions, including but not limited to any damages caused by them.

2. Authorization and Use. Mitchell & McCormick, Inc. grants to Customer a limited, nonexclusive and nontransferable license to use certain proprietary software Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer’s internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Mitchell & McCormick, Inc. do not include equipment, peripherals, devices or connectivity between Customer and Mitchell & McCormick, Inc. for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specification for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Mitchell & McCormick, Inc. upon request.

3. Customer Duties and Obligations. Customer agrees to use the Services provided by Mitchell & McCormick, Inc. hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Mitchell & McCormick, Inc. reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Mitchell & McCormick, Inc. specifications as described herein. Customer and its users may not use or access the Services in any way which, in Mitchell & McCormick, Inc.’s reasonable judgment, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Mitchell & McCormick, Inc. may suspend Customer and its users’ access to and/or use of the Services, without credit, at any time if, in Mitchell & McCormick, Inc.’s sole discretion, the performance, integrity or security of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations, and shall provide all supporting documents to Mitchell & McCormick, Inc. as requested. Customer agrees that Mitchell &

McCormick, Inc. has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Mitchell & McCormick, Inc. Services, including but not limited to dedication of individuals for the implementation and training process; (b) when necessary, creating and sending required test data that would include all payers and specialties; (c) providing necessary information, complete and return to Mitchell & McCormick, Inc. all forms reasonably required by Mitchell & McCormick, Inc. or Payers in a timely manner; (d) providing authorized signatures to Mitchell & McCormick, Inc. and to the payers as required by applicable law.

Further, Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Mitchell & McCormick, Inc. Services. A description of these designations is more fully defined in Section 22 of this Agreement. Mitchell & McCormick, Inc. will assign each entity or individual that you identify as a user of our Services, a password and you agree, for yourself and all such affiliated entities, not to reveal said password to any third party without our written consent. Customer agrees to notify Mitchell & McCormick, Inc. immediately and in writing of any known or suspected unauthorized use of Mitchell & McCormick, Inc. Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.). Customer acknowledges that Mitchell & McCormick, Inc. may find it necessary to disable access to our website and any Service at any time if we have reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to our Services.

4. Mitchell & McCormick, Inc. Duties and Obligations. We agree to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. We shall provide you with information materials regarding initiation and use of our Internet-based and desktop Services and network. We will provide all reasonably required start-up and maintenance services to you and entities affiliated with you in initiating use of the connections with our Services. Our Services include online education and testing, system implementation and mapping, as well as, troubleshooting services.

5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Mitchell & McCormick, Inc. under this Agreement are proprietary and/or confidential to Mitchell & McCormick, Inc. and owned exclusively by Mitchell & McCormick, Inc., and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Mitchell & McCormick, Inc. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Additionally, Mitchell & McCormick, Inc.'s name, trademarks, trade names and logos are proprietary to Mitchell & McCormick, Inc. and may not be used without Mitchell & McCormick, Inc.'s prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Mitchell & McCormick, Inc. Therefore, both Parties agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending Party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information. Services or information provided pursuant to this Agreement 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. Proprietary information shall not include information that (a) was known to either Party prior to the disclosure by the other; (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either Party; or (d) is independently developed by a Party.

6. HIPAA. Customer is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder ("HIPAA"), then solely with respect to any Protected Health Information (as defined in HIPAA) received from Customer under this Agreement, Mitchell & McCormick, Inc. shall as required by HIPAA or other applicable law (a) not use or disclose protected health information other than as permitted or required by this Agreement, any subsequent Business Associate Agreement, or by law, (b) use appropriate safeguards to prevent prohibited use or disclosure of such information, (c) report to Customer any unauthorized use or disclosure of such protected health information of which Mitchell & McCormick, Inc. becomes aware, (d) ensure that any agents to whom Mitchell & McCormick, Inc. provides protected health information agree to the same restrictions and conditions that apply to Mitchell & McCormick, Inc. with respect to such protected health information, (e) make available, amend, or provide an accounting of disclosures of protected health information, to individuals or the Secretary of the United States Department of Health and Human Services; and (f) make Mitchell & McCormick, Inc.'s internal practices, books and records relating to such disclosures available to the Secretary. Upon termination of this Agreement, Mitchell & McCormick, Inc. shall limit further uses of Customer's protected health information.

Mitchell & McCormick, Inc. shall be entitled to use and disclose information received from Customer or Customers' clients for the purpose of providing the Services, for the proper management and administration of Mitchell & McCormick, Inc.'s business, or pursuant to a valid order issued by a duly authorized court or government authority. Customer authorizes Mitchell & McCormick, Inc. to release or use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise.

7. Privacy and Security. Mitchell & McCormick, Inc. maintains physical, electronic and procedural safeguards that are designed to meet industry standards in the healthcare claims processing and financial services industries to assure security of and guard the information you entrust to us. Our privacy and security standards ("Standards") are designed and monitored in compliance with both HIPAA and The Gramm-Leach-Bliley Act, regulating the privacy and security of financial services information. Privacy and security safeguards are designed to protect against physical and personnel security threats as well as mechanical failures, disasters and sabotage.

Mitchell & McCormick, Inc. protects customer accounts by placing information in a secure area within our web portal, requiring the use of unique user IDs and password access to account information, allowing and enforcing user level access restrictions, using firewalls and other security technology to protect our network and systems from external attack, enabling our servers with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session (look for the padlock icon on your browser). Customer must use a browser that supports encryption technology in order to access our Services. Mitchell & McCormick, Inc. limits the information it requires to that necessary or relevant to our business. Further, Mitchell & McCormick, Inc. employees (e.g. customer service, technical service and compliance personnel) have access to your nonpublic information only on a limited, "need-to-know" basis. We conduct regular internal audits of our business practices and procedures, examining confidentiality standards and information access to maintain best practices.

Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Mitchell & McCormick, Inc. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords, and does not disclose them to any other Party or allow any other party to use them to access Services. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and Mitchell & McCormick, Inc. shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of our secure website may not be secure. Email, instant

messaging or other forms of communication, should not contain confidential or personal information as these forms of communication cannot be assuredly secure and private.

8. Pricing and Payment. All charges for the use of Services (“Charges”) shall be billed to Customer monthly. Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Mitchell & McCormick, Inc.’s computer system, and the pricing in effect at the time of Customer’s use of such Services.

The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U.S. or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Mitchell & McCormick, Inc. shall be paid by Customer, or Customer shall reimburse Mitchell & McCormick, Inc. for such taxes upon its receipt of billing therefore from Mitchell & McCormick, Inc., or in lieu thereof, Customer shall provide Mitchell & McCormick, Inc. with a tax-exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that Mitchell & McCormick, Inc. has no control over certain government-imposed fees and tariffs (e.g. postal increases or interchange fees) or if any change in the rules, regulations or operating procedures of any service supplier or any federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for customer on the same day as the increase becomes effective as to Mitchell & McCormick, Inc., or is otherwise incurred by Mitchell & McCormick, Inc.

All payments should be sent to Mitchell & McCormick, Inc. via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. Mitchell & McCormick, Inc. offers various automated payment options including ACH and recurring billing. You may choose an automated payment option by contacting Mitchell & McCormick, Inc.’s accounting department. Due to the high direct costs of some services, Mitchell & McCormick, Inc. restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%). Mitchell & McCormick, Inc. reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Mitchell & McCormick, Inc. may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Mitchell & McCormick may raise rates once a calendar year upon giving Customer sixty (60) day written notice of the increase. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.

9. Custom Development and Consulting: Mitchell & McCormick, Inc. will provide custom development and consulting services (“Special Services”) on an “as requested” or “as required” basis to Customers. Examples of Special Services include but are not limited to: credentialing, new user training, analysis projects, custom reports. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at Mitchell & McCormick, Inc.’s then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer site as required by such Special Services.

10. Term and Termination. The Renewal Date and Term are agreed as specified in this Agreement. If a Monthly term is selected, Customer agrees to provide a minimum of three (3) complete calendar months’ advance notice to terminate or pay a 100% of estimated services for the three (3) complete calendar months, whichever is greater. A fee equivalent to the estimation Agreement Termination of this Agreement shall not terminate Customer’s obligation to pay Mitchell & McCormick, Inc. for all Services performed under the Agreement prior to discontinuance of performance by Mitchell & McCormick, Inc. due to termination. Either Party may terminate this Agreement if the other Party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within thirty (30) days after notice to the other Party specifying such failure and the Party’s intention to terminate. In addition, Mitchell & McCormick, Inc. may suspend or terminate this Agreement (a) if Customer breaches Section 8, or (b) if Customer fails to comply with any obligation under Section 3.

In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, Mitchell & McCormick, Inc. shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof.

In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement, Customer shall pay to Mitchell & McCormick, Inc., as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for one year or the remaining term of the Agreement, as extended, whichever is greater. Such payment shall be in addition and not in lieu of any other remedy of Mitchell & McCormick, Inc. under this Agreement.

11. Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either Party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Mitchell & McCormick, Inc. Mitchell & McCormick, Inc. shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Mitchell & McCormick, Inc. under this Agreement may be provided or fulfilled by any subcontractor of Mitchell & McCormick, Inc. so long as Mitchell & McCormick, Inc. retains full responsibility for such obligations.

12. Warranties and Exclusive Remedies. Mitchell & McCormick, Inc. makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Mitchell & McCormick, Inc. does not warrant that the functions contained in the Services and the applications thereof will meet Customer’s requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Mitchell & McCormick, Inc. will use reasonable efforts to correct any errors which are due solely to malfunction of Mitchell & McCormick, Inc.’s computers, operating systems or programs, or errors by Mitchell & McCormick, Inc.’s employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Mitchell & McCormick, Inc. shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Mitchell & McCormick, Inc.; (ii) errors or failures of Customer’s software or operational systems; (iii) Customer’s use of the Mitchell & McCormick, Inc. Services on a computer system that does not conform to Mitchell & McCormick, Inc.’s specifications; (iv) computer viruses imported into the Services from or through Customer’s internal computer systems; (v) misuse of or damage to the Mitchell & McCormick, Inc. software; or (vi) Customer’s failure to report to Mitchell & McCormick, Inc. the existence and nature of any non-conformity or defect of the Mitchell & McCormick, Inc. Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Mitchell & McCormick, Inc. or errors or omissions by Mitchell & McCormick, Inc. with respect

to the information being transmitted (because of negligence or otherwise), Mitchell & McCormick, Inc.'s sole liability, and Customer's exclusive remedy, shall be limited to Mitchell & McCormick, Inc.'s use of commercially reasonable efforts to correct such failure in performance or errors or omissions.

13. Exclusions and Limitations of Liability. IN NO EVENT SHALL MITCHELL & MCCORMICK, INC. BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF MITCHELL & MCCORMICK, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT MITCHELL & MCCORMICK, INC. WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY MITCHELL & MCCORMICK, INC., IT IS AGREED THAT IN NO EVENT WILL MITCHELL & MCCORMICK, INC. BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY MITCHELL & MCCORMICK, INC.'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 MITCHELL & MCCORMICK, INC.. ACCORDINGLY, MITCHELL & MCCORMICK, INC. ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

MITCHELL & MCCORMICK, INC. 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, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH MITCHELL & MCCORMICK, INC. IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY; ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE, AND WAITING PERIODS MAY APPLY.

THE LIABILITY OF MITCHELL & MCCORMICK, INC. FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT

14. Force Majeure. Mitchell & McCormick, Inc. shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Mitchell & McCormick, Inc. or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy, Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

15. Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Mitchell & McCormick, Inc. necessary to certify the nature and extent of costs associated with Mitchell & McCormick, Inc.'s performance of services under this contract shall be maintained and preserved by Mitchell & McCormick, Inc. for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Mitchell & McCormick, Inc. uses the services of a related organization to provide services hereunder, Mitchell & McCormick, Inc. will require such related organization to maintain, preserve and make available its books and records to the same extent that Mitchell & McCormick, Inc. is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Independent Contractors. Mitchell & McCormick, Inc. and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Mitchell & McCormick, Inc. and Customer.

17. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

18. Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Gwinnett County, GA. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Gwinnett County, GA and shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing Party shall be entitled to recover from the other Party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrators award shall be accompanied by a reasoned opinion.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND MITCHELL & MCCORMICK, INC..

19. Entire Agreement. This Agreement sets forth all the representations, promises and understandings between us on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

20. Indemnification. Mitchell & McCormick, Inc. will indemnify and defend Customer against any claim by third parties that Customer's use of any of Mitchell & McCormick, Inc. Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of Mitchell & McCormick, Inc. Services; (ii) Customer promptly notified Mitchell & McCormick, Inc. in writing of such claim; (iii) Mitchell & McCormick, Inc. will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iv) Customer cooperates with Mitchell & McCormick, Inc. in every reasonable way to facilitate settlement or defense of such claims; and (v) should such Mitchell & McCormick, Inc. Service become or, in Mitchell & McCormick, Inc.'s opinion, be likely to become, the subject of an infringement claim, Customer will permit Mitchell & McCormick, Inc., at Mitchell & McCormick, Inc.'s expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Mitchell & McCormick, Inc. will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

21. Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-20 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate customer's obligation to pay Mitchell & McCormick, Inc. for all Services performed prior to the date of such expiration or termination.

22. Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Mitchell & McCormick, Inc. to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add users, delete users, and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Mitchell & McCormick, Inc. website for the designated domain to permit this individual to perform these functions.

Executive Authority			
Name:			
Office Address:	City:	State:	Zip:
Phone:	Fax:	Cell:	Email:
Domain Administrator			
Name: Stacey Kirby			
Office Address: One West Court Square Suite 700	City: Decatur	State: GA	Zip: 30030
Phone: 571-313-5721	Fax:	Cell:	Email: skirby@harriscomputer.com

23. Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

Tippecanoe County Health Department

Mitchell & McCormick, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: **David Gersh**

Title: _____

Title: **EVP**

Date: _____

Date: **3/3/2023**

**TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing **Subscriber Renewal Agreement** between **The Board of Commissioners of Tippecanoe County and the County's Health Department** (County) and **Mitchell & McCormick, Inc.** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

1. Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

2. Indemnification - The County's obligation to indemnify and hold harmless under the Agreement, if any, shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of County as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which County is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence of fault of a claimant), so that County's liability and Contractor's liability, if any, resulting from this Agreement, shall not in any case exceed what might have been County's liability to a claimant had County been sued directly by the claimant in Indiana and all appropriate defenses had been raised by County.

3. Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4. Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

5. E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-

1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. Contractor hereby certifies that, at the time of execution of this contract, it does not knowingly employ an unauthorized alien.

6. Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further acknowledges that, notwithstanding Section 6.11 of the Agreement, documents created or exchanged under this agreement may be subject to Indiana's Access to Public Records Act.

7. Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

Mitchell & McCormick, Inc.
One West Court Square
Suite 700
Decatur, GA 30030

By: _____

By:  _____

Title: _____

Title: EVP

Date: _____

Date: 3/3/2023