

**COMPLIANCLINE, LLC
SANCTIONCHECK AGREEMENT**

THIS AGREEMENT (this "Agreement") is made, and entered into, effective May 15, 2018 (the "Effective Date") by and between ComplianceLine, LLC, a Delaware limited liability company ("CL") and Williamson County EMS ("Client").

WHEREAS, CL has developed a Cumulative Searchable Sanctions Database ("SanctionCheck") with information obtained from various government provided listings.

WHEREAS, Client wishes to utilize the services of SanctionCheck to assist in the identification of individuals or entities that have been sanctioned, debarred or otherwise excluded from participation in federally funded health care programs; and

WHEREAS, CL is willing to provide these services to Client, and Client desires to utilize such services, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties, intending to be legally bound, agree as follows:

1. Services.

(a) Upon the commencement of service, and additional dates as agreed, Client will submit "Batch Files" to CL either in a delimited file, an Excel spreadsheet, or a database format. These Batch Files are the Client's complete Employee List (employees, medical staff, physicians) and/or Vendor List (vendors, entities, contractors). Batch Files not submitted in CL specified format will either be rejected for screening or will produce less than satisfactory results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via e-mail to CL.

(b) CL will process the Client submitted requests against the SanctionCheck data. Following such comparison, CL will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. The documentation will include the date of the search, how many searches were conducted and how many of the searches resulted in a "Positive" match. All Positive matches will be additionally identified on an Exclusion Results Certification. CL's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor. The client will have the opportunity to submit an additional file once per month with at least one (1) additional piece of identifying information for each potential Positive match. CL will perform additional rule outs based on the additional information. If a potential Positive still cannot be ruled out by CL, CL will contact the sanctioning agency with the provided information to attempt to rule out an entity. CL will report the final results to the client. CL may not be able to confirm or rule out an individual because of lack of information from the sanctioning agency.

(c) Client will designate an individual or individuals to act as the liaison in the development of reporting procedures between CL and Client and to serve as the recipient of all documented reporting from CL. All reporting processes will be specifically defined in the "Scope of Services".

2. Terms and Fees.

(a) This Agreement shall be effective from the Effective Date and shall remain in effect until terminated as set forth in this Agreement.

(b) The Initial Term of this Agreement shall run from the "Start Date" as set forth under Section 22 of this Agreement (the "Project Specifics") until the first anniversary of such date and shall automatically renew for successive one-year terms (each a "Renewal Term") on each respective anniversary date. Either party shall have the right not to renew, provided the other party is notified thirty (30) days prior to the renewal date. The notice shall be in writing and delivered via certified mail and/or nationally recognized overnight carrier.

(c) The Subscription Fee ("Fee") as set forth under Project Specifics is payable for the Initial Term upon execution of this Agreement.

(d) CL and Client agree that the Fee will be renegotiated at the one-year anniversary of the Effective Date and on each respective anniversary date should either party elect to negotiate the terms under Project Specifics. Calls

are defined as actual reports filed by caller to include initial reports, follow-up reports and information only reports; wrong number, prank, and hang-ups are not included.

(e) CL shall be responsible for all phone charges applicable to ComplianceLine, with the exception of charges for language translation and other third party services, which will be passed on at cost to Client (including cost for processing) by CL.

(f) The annual Subscription Fee will increase at the beginning of a Renewal Term at the rate of 4% each Renewal Term, unless agreed otherwise in writing by both parties.

(g) If a purchase card or credit card is utilized to pay for services, a 3% charge is added to the total subscription fee.

3. Payment. Client agrees to pay CL for all services within thirty (30) days of the invoice date. Payments must be made at the address designated on the invoice or other such place as CL may designate. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Any Services not paid for within six (6) months of the date of invoice may be terminated by CL without prior notice.

4. Confidentiality. Each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term of this Agreement, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, financial statements, customer lists, operational procedures, fee schedules, passwords, personnel files, internal investigations or assessments, trade secrets, data bases, computer software applications, licensed materials, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that is required to be disclosed by law, regulation, or court or governmental order or to any information that is or becomes publicly known other than as a result of a violation of this Section 4.

5. Standard of Care; Liability Insurance. CL agrees to provide the Services in a careful and professional manner consistent with applicable industry standards. During the term of this Agreement, CL will maintain, at its own expense (i) professional malpractice insurance in amounts of at least \$1,000,000 per incident and \$2,000,000 in the aggregate and (ii) general comprehensive liability insurance in an amount of at least \$1,000,000 for bodily injury (including death) and property damage.

6. Termination. Either party may, at any time for its own convenience and without cause, terminate this Agreement and Services in whole or in part without any charge, liability or obligation whatsoever by giving the other party at least thirty (30) days prior written notice. CL must reimburse Client for any Services paid for in advance by Client and not rendered or delivered.

7. Indemnification; Limitation of Liability. To the extent authorized under Texas law,

(a) Each party agrees to indemnify and hold harmless the other party from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, to which the indemnified party may become subject and which arise out of any failure on the part of the indemnifying party to perform its obligations under this Agreement.

(b) Neither party shall be responsible to the other party for any consequential, speculative, punitive, or other similar types of damages arising from a breach or alleged breach of this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of Texas, without regard to the choice-of-law rules thereof.

9. Mediation: The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Agreement.

10. Force Majeure. A party will not be deemed to be in breach of its obligations under this Agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services, labor disputes, governmental restrictions, or acts of God.

11. Notices. All notices pursuant to this Agreement shall be in writing and shall be deemed effective upon delivery to the addresses specified under "Contact Information," with the costs of delivery being borne by the party giving notice. Notices shall be delivered by any commercially reasonable means available.

12. Independent Contractors. Client is retaining CL as an independent contractor, and nothing in this Agreement shall be construed to create any relationship of employer and employee between Client and CL or between Client and any of CL's employees or subcontractors. Unless otherwise expressly provided by written agreement, neither party shall be liable for any of the obligations, liabilities or debts of the other party. Nothing in this Agreement shall be interpreted to provide that CL is an agent of Client.

13. Information Sent via Internet. In no event shall CL be liable for any lost or delayed e-mail messages or attachments, or damages caused by viruses or other harmful components.

14. Resolving Matches. Client must confirm with information obtained from various government provided listings the information reported on each the "Positive" match before drawing any conclusions. The information reported may not be complete. It is also possible that information may exist, but has not been reported by the agencies accessed by SanctionCheck. SanctionCheck does not add any information to the report, nor attempt to merge files from different sources. Also Client acknowledges that SanctionCheck neither verifies credentials nor obtains information from court records. Client must make the final determination of whether the information provided by SanctionCheck is identifiable with individual/entity searched by Client.

15. Warranties. On the express condition that this Agreement is executed by authorized individuals of both Client and CL, CL has agreed to provide Client with certain information received from the government sources referenced above, which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, entities and/or vendors of Client.

It is agreed and understood by Client that CL warrants the accuracy of information contained within the SanctionCheck database to the extent that the information is a duplicate of the information obtained from various government provided listings. However, CL neither warrants, vouches for, nor authenticates the reliability of this information nor does CL guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from various government provided listings for any purpose.

Client agrees that, except for the specific duties of CL as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state and federal laws pertaining to the investigation and protection of such information, as well as the protection of all rights of any person or persons accused of any wrongdoing.

16. Entire Agreement; Waiver; Survival. This Agreement and any attached Addendum(s) set forth the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes and cancels all prior agreements between the parties, whether written or oral, relating to the subject matter hereof. The Agreement may be amended, modified or waived only by a writing executed by Client and a Vice President of CL. The provisions of Section 4 shall survive the expiration or termination of this Agreement.

17. General. Headings and captions contained herein are for convenience only and shall not affect the interpretation of the Agreement. Whenever feasible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. If any provision hereof is held to be prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in counterparts. When executed by all parties, this Agreement shall be deemed effective as of the Effective Date.

18. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that CL shall be permitted to fully assign this Agreement to the purchaser of all or substantially all of its assets or to any successor by merger, consolidation or similar corporate action.

19. Right to Audit: CL agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CLI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CL agrees that Client shall have access during normal working hours to all necessary CL facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give CL reasonable advance notice of intended audits.

20. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

21. Contact Information:

For Client:	Beth Jones	For CL:	Giovanni Gallo
Title:	Compliance Officer	Title:	VP
Street:	PO Box 873 Georgetown, TX 78627	Street:	301 McCullough Dr. Suite 520 Charlotte, NC 28262
E-mail:	bjones@wilco.org	E-mail:	ggallo@complianceline.com
Phone:	512-943-1273	Phone:	800-617-0415
Invoices To:	Beth Jones	Payments To:	Accounts Payable
Street:	PO Box 873 Georgetown, TX 78627	Street:	301 McCullough Dr. Suite 520 Charlotte, NC 28262
E-mail:	bjones@wilco.org	E-mail:	teambilling@complianceline.com
Phone:	512-943-1273	Phone:	800-617-0415

22. Project Specifics:

This is an area where a description of the client and the objective that the client has for the service is described.

SanctionCheck:	
Start Date Target	May 15, 2018
Employee Base Population	150
Vendor Base Population	100
Physician Base Population	2
Annual Utilization	300 names X 12 months + 5% overage = 3,780 names searched annually
Search/Submission Frequency	Up to monthly
Databases	Office of Inspector General, System for Award Management, US Treasury SDN & Blocked Persons (OFAC), US Treasury Non-SDN OFAC Sanctions
Additional Databases	Texas Exclusion List, Texas Debarred Vendor List = \$200.00 per year (Included in Subscription Fee)
Start-Up Fee	\$0.00 one time fee
Subscription Fee	An annual subscription fee of \$1,150.00 per year to search up to 300 names monthly not to exceed annual utilization level above. Additional names will be billed at \$0.10 per name, billable monthly.
Subscription Billing Cycle (i.e. Quarterly, Semi-Annual, Annual)	Annual

Acknowledged and agreed:

CLIENT:

Authorized Signature

Cynthia Long

Printed Name:

Cynthia Long

Title:

Comm. Pct. 2

CL:

Authorized Signature

Nick Gallo

Printed Name: Nick Gallo

Title: VP

21. Contact Information:

For Client:	Beth Jones	For CL:	Giovanni Gallo
Title:	Compliance Officer	Title:	VP
Street:	PO Box 873 Georgetown, TX 78627	Street:	301 McCullough Dr. Suite 520 Charlotte, NC 28262
E-mail:	bjones@wilco.org	E-mail:	ggallo@complianceline.com
Phone:	512-943-1273	Phone:	800-617-0415
Invoices To:	Beth Jones	Payments To:	Accounts Payable
Street:	PO Box 873 Georgetown, TX 78627	Street:	301 McCullough Dr. Suite 520 Charlotte, NC 28262
E-mail:	bjones@wilco.org	E-mail:	teambilling@complianceline.com
Phone:	512-943-1273	Phone:	800-617-0415

22. Project Specifics:

This is an area where a description of the client and the objective that the client has for the service is described.

SanctionCheck:	
Start Date Target	May 15, 2018
Employee Base Population	150
Vendor Base Population	100
Physician Base Population	2
Annual Utilization	300 names X 12 months + 5% overage = 3,780 names searched annually
Search/Submission Frequency	Up to monthly
Databases	Office of Inspector General, System for Award Management, US Treasury SDN & Blocked Persons (OFAC), US Treasury Non-SDN OFAC Sanctions
Additional Databases	Texas Exclusion List, Texas Debarred Vendor List = \$200.00 per year (Included in Subscription Fee)
Start-Up Fee	\$0.00 one time fee
Subscription Fee	An annual subscription fee of \$1,150.00 per year to search up to 300 names monthly not to exceed annual utilization level above. Additional names will be billed at \$0.10 per name, billable monthly.
Subscription Billing Cycle (i.e. Quarterly, Semi-Annual, Annual)	Annual

Acknowledged and agreed:

CLIENT:

Authorized Signature

Printed Name:

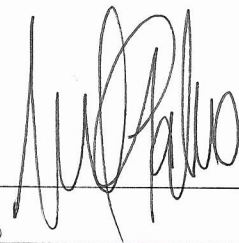
Title:

CL:

Authorized Signature

Printed Name: Nick Gallo

Title: VP



Date

Date
