



**NURSING HOME**

(309) 888-5380      FAX (309) 454-4954  
901 N. Main St.      Normal, IL 61761

To:      The Honorable McLean County Health Committee and the Honorable McLean County Board

From:    Cindy Wegner, Administrator of McLean County Nursing Home

Date:    February 19, 2016

Re:      Request Permission to enter into contract with Matrix Inc. for provision of Electronic Medical Records service.

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The McLean County Nursing Home with support from Information Technologies respectfully requests approval to enter into the attached contract with MatrixCare Inc. This contract represents an upgrade of software and services currently being provided by MatrixCare.

MatrixCare is a leading provider of hosted Electronic Medical Record services. Alternative service providers were reviewed, but the unanimous consensus of the Nursing Home staff and Information Technologies staff is that MatrixCare provides the most robust and well-engineered solution to meet our needs. It was, in addition, the least expensive option reviewed when evaluated over a 3-5 year period of time.

The implementation of this software will allow staff to much more efficiently and effectively document our client's care, communicate with doctors overseeing our clients' care and perform accurate and timely billing. Additional analytics in the software will aid Administration in being able to identify emerging trends and issues within the care environment which is now industry standard. The software also puts the facility in compliance with CMS requirements for electronic health records.

This expense is part of the approved Fiscal Year 2016 budget.

The contract has been reviewed by the Civil State Attorney's office.

I'll be happy to provide any additional information or to address any questions or concerns you might have regarding this request.

Thank you.

**MATRIXCARE  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the “Agreement”) is entered into as of this [REDACTED] day of [REDACTED], 2016 (the “Effective Date”), by and between **MatrixCare, Inc.**, with an address of 10900 Hampshire Avenue South, Suite 100, Bloomington, MN 55438, (“MC”), and **McLean County**, a body politic and corporate organized under the laws of the State of Illinois, with corporate offices at 901 N Main St, Normal, IL 61761, (“Customer”). Each of MC and Customer may be referred to herein individually as a “Party” and together as the “Parties.”

In consideration of the promises, mutual covenants, and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS.**

- 1.1. **“Care Setting”** means a physical area or group of separate spaces in which the same type of health-related aid and assistance is provided to residents within a long-term care facility. Care Settings are located within facilities, and the term is used to denote the separate and distinct types of care that can be provided within the same physical structure. Every long-term care facility has at least one Care Setting, and many have two or more. While a facility might offer multiple types of care, a Care Setting offers only one type of care, which makes it distinct and requiring individual attention and planning within a facility.
- 1.2. **“Certified Personnel”** means a Customer employee or agency staff member who is performing functions similar to Customer’s staff that has successfully completed the MC training set forth in the Implementation Workplan.
- 1.3. **“Concurrent User”** means each Customer workstation simultaneously accessing the System at any given moment, for purposes of updating the System database.
- 1.4. **“Confidential Information”** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the design and architecture of the database, (iv) the terms and conditions of this Agreement, and (v) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within seven (7) days following the disclosure. All financial, business, member, provider, subscriber, insured, insurer, employee and customer information provided under this Agreement, network, data center, storage and infrastructure environment information, and individually identifiable personal information provided by Customer or its agents, as defined by HIPAA, is also Confidential Information without the requirement to either mark or designate as Confidential Information.
- 1.5. **“Content”** means any information in any form entered into the System (whether directly by Customer employees or agents or by MC at the request of Customer) to allow or facilitate the observation, documentation and/or assessment of the health or health risk of any resident, client, patient or ward of the Customer.
- 1.6. **“Designated Platform”** means the required operating environment for the Licensed Software as set forth in the Documentation, including all necessary hardware and software components as specified in a Statement of Work.
- 1.7. **“Documentation”** means the most recent documentation of the functional operation and serviceability parameters of the Licensed Software.
- 1.8. **“First Productive Use”** means the day Customer begins using any part of the System in a live production environment for its intended purpose (not solely testing) with actual patient and/or resident information.
- 1.9. **“Go-Live”** means the first time that MC has made available any part of the System and it is performing in conformity with the Documentation.
- 1.10. **“HIPAA”** refers to the Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.11. **“Hosted”** means that MC provides access to the Licensed Software over the Internet from Customer site(s).
- 1.12. **“Implementation Workplan”** shall mean the specific plan, complete with task dependencies, durations, and resourcing assignments of the Parties, intended to result in successful use of the System.
- 1.13. **“Installation”** means the installation of the Licensed Software on the Designated Platform.
- 1.14. **“Intellectual Property”** means any and all intellectual property rights related to the technology, including procedures, designs, inventions, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a worldwide basis, trademarks, trade

- names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.
- 1.15. **“Licensed Software”** means the object code version of computer programs developed by MC identified on a Statement of Work, including Updates and any other modifications, enhancements or supplements to such programs furnished to Customer by MC pursuant to this Agreement, but excluding the Sublicensed Software.
  - 1.16. **“Maintenance and Support Services”** means the applicable support services provided by MC for Licensed Software as described in the applicable Statement of Work during the term of such Statement of Work.
  - 1.17. **“Site”** means a Customer facility specified in a Statement of Work.
  - 1.18. **“Statement of Work”** or **“SOW”** means a work authorization which may be agreed to by the Parties from time to time including the Statements of Work attached hereto. The work authorization may specify software to be licensed, services to be performed, hardware to be purchased, or other agreements between the Parties.
  - 1.19. **“Sublicensed Software”** shall mean those programs provided to MC by a third party, which MC sublicenses to Customer hereunder, for use with the Licensed Software, as specified on a Statement of Work, and any Updates thereto provided to Customer by MC under the terms of this Agreement.
  - 1.20. **“System”** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software or Third Party Software, if any, and any Updates thereto.
  - 1.21. **“Update”** means any interim release of the Licensed Software incorporating error corrections, bug fixes, and/or new features which are officially released by MC to its customers of the Licensed Software. Updates do not include modules or software that MC prices or markets separately.
  - 1.22. **“Remote Access”** means the availability of appropriate communications hardware, software and voice/data circuits, as well as adequate security procedures, to enable MC’s support personnel to access the Designated Platform as required to provide services.
  - 1.23. **“System Administrator”** designates the person assigned by the Customer as the person in charge of software operation including, but not limited to, the technology platform, security management, and reporting of defects to MC. The system administrator is required to be adequately trained on operating the technology platform and using the System.
  - 1.24. **“Third Party Software”** shall mean those programs provided to MC by a third party, which MC resells to Customer hereunder, for use with the Licensed Software, as specified on a Statement of Work, and any Updates thereto provided to Customer by MC under the terms of this Agreement. MC acts solely as a reseller of Third Party Software and is not authorized to license or sublicense Third Party Software to Customer.
  - 1.25. **“Use”** means to directly or indirectly load, execute, access, employ, utilize, store, or display the System.

## 2. SOFTWARE LICENSES.

- 2.1. **Licensed Software.** As may be specified in a SOW attached hereto, and subject to Customer’s compliance with the terms and conditions of this Agreement, including, without limitation, payment in full of all applicable fees set forth in such Statements of Work, MC shall grant to Customer, and Customer shall accept, a limited, personal, non-exclusive, non-transferable, non-assignable, non-sublicensable license under MC’s Intellectual Property Rights to Use the Licensed Software in object code form solely for Customer’s internal business purpose at the Customer Site(s) during the Term. MC reserves all rights not expressly granted to Customer herein.
- 2.2. **Sublicensed Software.** As may be specified in a SOW and subject to Customer’s compliance with the terms and conditions of this Agreement, including, without limitation, payment in full of all applicable fees, MC shall grant to Customer, and Customer shall accept, a limited, personal, non-exclusive, non-transferable, non-sublicensable license under MC’s or its licensors’ Intellectual Property Rights to Use the Sublicensed Software in object code form integrated with the Licensed Software solely for Customer’s internal business purpose at the Customer Site(s) during the Term.
- 2.3. **Audit.** MC reserves the right to audit Customer’s installation and Use of the Licensed Software and Sublicensed Software for compliance with the terms of this Agreement at any mutually agreeable time during Customer’s normal business hours. MC will provide Customer at least ten (10) business day notice of intent to perform audit. Notwithstanding, MC agrees the audit will be conducted no more than once a year and in a manner which will not materially interfere with Customer’s business operation. Further, the Parties agree the audit and its results are confidential information not to be disclosed to or accessed by a third party without the prior written consent of the other Party, except as required by law.
- 2.4. **Reverse Engineering.** Customer shall not disassemble, decompile, or otherwise reverse engineer any component of the System. Customer acknowledges that this license does not entitle Customer to modify or create derivative works of the System.

- 2.5. **Service Bureau.** Customer shall not distribute, sell, rent, lease, sublicense, or otherwise transfer rights to the System or any part thereof. Except as may be expressly authorized in a SOW, Customer may not Use any component of the System to provide services to third parties as a service bureau or data processor.
- 2.6. **Third Party Access.** Except as may be expressly provided in a SOW, Customer may not allow any unlicensed third party to access the System.
- 2.7. **Third Party Software.** As may be specified on a SOW, MC may provide Third Party Software to Customer strictly as a reseller and not as licensor or sublicensor.

### 3. HARDWARE AND THIRD PARTY SOFTWARE.

- 3.1. **Hardware and Third Party Software.** In the event any hardware or Third Party Software is identified for purchase by Customer from MC in a SOW, Customer agrees to purchase such hardware or Third Party Software on the terms set forth in the SOW. MC reserves the right to replace or substitute any or all of the hardware or Third Party Software with equivalent or better components prior to delivery of the hardware, should such hardware or Third Party Software no longer be manufactured or available at the time the order is placed.

### 4. PROPRIETARY RIGHTS.

- 4.1. **Ownership.** Customer acknowledges and agrees that: (i) MC or its licensor retains all right, title, and interest in the Licensed Software, all modifications and improvements to the Licensed Software regardless of whether any such modification or improvement is the result (in whole or in part) of any suggestions or changes made by Customer, the Sublicensed Software, the Documentation, any work product resulting from the performance of the services, and all Intellectual Property Rights therein, and (ii) MC is not Customer's employee, and none of the foregoing materials are works made for hire. MC retains the exclusive right to reproduce, publish, sell, and license the Licensed Software. At no time during the term of this Agreement or any time thereafter shall Customer challenge the validity of MC's copyright in the Licensed Software. Customer further acknowledges that ownership and Use of the Licensed Software and Documentation by MC has substantial commercial value to MC. Notwithstanding the foregoing, nothing in this Article 4.1 prevents Customer and MC from making a future agreement pursuant to a separate SOW under which certain software products could be developed as "works made for hire" basis; provided that the particular SOW explicitly states that fact.
- 4.2. **Restricted Rights.** The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by United States Department of Defense agencies is subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.
- 4.3. **Legend.** Customer will not alter or remove any copyright notice, trademark notice, legend, marking or other notice from any copies of the Licensed Software, Sublicensed Software, Documentation or other materials provided to Customer by MC.
- 4.4. **Data Ownership.** Customer owns all data related to its operations, clients or residents that Customer enters into the System or as otherwise created through input into the System (collectively, "User Data"). MC agrees that it shall not have any ownership or other right (including, without limitation, intellectual property rights) in or to any User Data. MC further agrees not to disclose User Data to any third party, except as expressly authorized by the Customer or pursuant to applicable law, regulation, judicial order, subpoena or other legal process; provided, that in such a case, MC shall (a) give Customer as much advance notice as possible, (b) assist Customer (at Customer's expense) in its contest of the demand, (c) attempt to obtain a protective order or other reliable assurance that the party making the demand will protect the User Data from unauthorized use and disclosure, and (d) furnish only so much of the User Data as is legally required. Notwithstanding these specific restrictions regarding User Data, MC expressly maintains the right to use statistical information derived from aggregated, normalized, and de-identified data for marketing and other business purposes.
  - 4.4.1. **Access to Claims Data.** Customers submitting electronic claims through the System will have access to a rolling seven (7) years of past-submitted claims without additional fees, so long as the Customer remains an active licensee of the System. An additional three (3) years of past-submitted claims can be made available for an additional fee.
  - 4.4.2. **Data Warranty and Indemnification.** Customer warrants that they own or otherwise have the right to use any and all information that they add, or have MC add, to the System. Customer will defend, indemnify and hold harmless MC, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of

action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this warranty.

## 5. SERVICES.

- 5.1. **Work Authorization**. From time to time, Customer may choose to license other software and/or purchase services and/or hardware from MC. Specifications, prices, payment terms, delivery dates and special warranties or requirements shall be specified on a SOW attached hereto. The Parties will negotiate in good faith a mutually agreeable SOW to be signed by both Parties. The SOW will be effective upon the date of last signature in the SOW and once fully executed will be binding on the Parties. Notwithstanding the foregoing, the Parties agree that terms set forth in a Customer's purchase order (or other form of acceptance) that vary from, or that are not consistent with, the terms set forth herein or in a particular SOW are not intended to be binding, are null and void, and the terms and conditions of this Agreement and applicable SOW shall control. No term, condition or provision contained in any such purchase order shall modify, supplement or vary any provision contained herein. All orders shall be governed solely by this Agreement and the applicable SOW.
- 5.2. **Software Support**. Any SOW under which Licensed Software is licensed shall describe the applicable Maintenance and Support Services.
- 5.3. **Implementation Workplan**. If implementation services are included in a SOW, the Parties shall use commercially reasonable efforts to develop a specific Implementation Workplan within thirty (30) days following the effective date of the applicable SOW. Should the Parties fail to develop a specific Implementation Workplan during this period, then the MC proposed Implementation Workplan shall serve as the specific Implementation Workplan.
- 5.4. **Implementation Services**. Following establishment of the specific Implementation Workplan, MC will complete all of its obligations specified set forth in the Implementation Workplan in all material respects, subject to Customer's compliance with its obligations hereunder or thereunder.
- 5.5. **Hosting Services**. For any SOW under which Licensed Software is licensed, Customer agrees to purchase hosting services on the terms set forth in the SOW.
- 5.6. **Additional Services**. MC will not be obligated to provide any services requested by Customer which are not included in the Implementation Workplan or a SOW, and any changes to the same, unless the Parties are able to negotiate and agree to an amendment or supplement to the Implementation Plan or SOW setting forth mutually-agreeable terms for the provision of such services. The Implementation Workplan sets forth, in good faith, the services generally required of MC to assist Customers with the implementation of the System.

## 6. CUSTOMER OBLIGATIONS.

- 6.1. **Designated Platform Installation**. Customer shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful, prior to access of the Licensed Software. MC's obligations under this Agreement are conditioned upon the installed Designated Platform satisfying the minimum required specifications set forth in the Documentation.
- 6.2. **Involvement in Implementation**. Customer shall fulfill all of its obligations set forth in an Implementation Workplan and shall fully cooperate with MC, including, without limitation, providing access to Customer's facilities, personnel, Designated Platform, and data as required. Additionally, any implementation activities performed by Customer shall be performed only by Certified Personnel.
- 6.3. **Work Authorization**. Customer understands that MC's performance is dependent on Customer's timely and effective satisfaction of Customer's obligations and timely decisions and approvals by Customer. MC shall be entitled to rely on all decisions and approvals of Customer.
- 6.4. **No Delay for Updates**. Customer acknowledges the current feature set of any System licensed under an SOW and agrees that any Customer decision to delay or suspend implementation in anticipation of future System Updates shall not constitute a delay on the part of MC.

## 7. BILLING AND PAYMENT.

- 7.1. **Payment of Fees**. In consideration for the services, System, hardware and other valuable consideration provided by MC to Customer hereunder, Customer shall pay MC the fees as set forth in a SOW. Except as expressly provided otherwise on a SOW, Customer shall have no right of return or refund and services shall be performed on a time and materials basis at MC's then standard rates.

- 7.2. **Reimbursement of Travel and Expenses.** Customer will reimburse MC for all reasonable expense incurred while providing services, including travel, lodging and out-of-pocket expenses. Unless expressly provided otherwise in the applicable SOW, the quoted service fees are exclusive of travel and expenses.
- 7.3. **Invoices.** MC shall invoice Customer for all fees and expenses in accordance with the payment terms specified in the applicable SOW or monthly if not otherwise specified in a SOW. Invoices shall be due and payable by Customer net 30 days following the date of the invoice, without withholding, deduction or off set of any amounts for any purpose.
- 7.4. **Interest Charges.** Invoices not paid within ten (10) business days of written notification of delinquent payment shall be subject to a one and one half percent (1.5%) interest charge per month or the highest interest rate allowed by law, whichever is lower. MC may suspend service and access to any System licensed under this Agreement and all related Statements of Work until payments of outstanding invoices are received in full. In addition, Customer shall reimburse MC for all costs and expenses (including attorneys' fees, judicial and extra-judicial fees) incurred by MC with respect to the collection of overdue invoices.
- 7.5. **Shipping Charges and Taxes.** Customer shall pay all shipping charges for materials shipped by MC under this Agreement, as well as any taxes, duties, licenses, fees or tariffs imposed by any state or governmental body or agency, including for storage, licensing, sale, transportation, import, export or use of the System or any component thereof. Notwithstanding the foregoing, if Customer is a not-for-profit charitable corporation and is not subject to the payment of sales taxes, Customer shall provide MC a certificate or similar documentation evidencing its exemption from such payment upon request.
- 7.6. **Price Increases.** If not otherwise specified in a SOW, prices may be adjusted annually, with written notice sixty (60) days before the effective date of the price change.
- 7.7. **Delivery/Risk of Loss.** All materials provided by MC to Customer hereunder are shipped FOB MC's carrier; provided that MC shall insure any hardware shipped to Customer upon Customer's written request.

**8. LIMITED WARRANTIES AND COVENANTS.**

- 8.1. **Licensed Software Warranty.** MC represents and warrants to Customer that the Licensed Software shall perform in material compliance with the Documentation. The warranty will be extended as long as there is an active SOW providing for Maintenance and Support Services for the Licensed Software.
- 8.2. **Services Warranty.** MC warrants that the services will be performed by qualified and appropriately trained personnel in a workmanlike manner. Customer's sole remedy for a breach of this warranty shall be to have MC re-perform the services. MC shall replace any MC service personnel, if Customer requests such personnel be replaced.
- 8.3. **Third-Party Materials.** Customer acknowledges and agrees that the manufacturers or licensors of hardware, Sublicensed Software and Third Party Software may provide certain warranties and other terms and conditions with respect to the hardware, Sublicensed Software and Third Party Software supplied to Customer under this Agreement and MC shall pass through all such warranties to the extent permitted to do so. Except for the foregoing third party manufacturers' or licensors' warranties, all hardware, Sublicensed Software, and Third Party Software which may be provided to Customer shall be provided "AS IS" without warranty of any kind from MC.
- 8.4. **Remedy.** Customer's sole and exclusive remedy for any breach of the warranties set forth in this Article 8 shall be to promptly notify MC of the applicable non-conformity, in which case MC shall use good faith efforts to correct such non-conformity and redeliver the Licensed Software or re-perform the services. Customer will provide MC timely, reasonable access to any technical support, facilities, hardware, software or information necessary for MC to complete such work. Notwithstanding the foregoing, in no event shall MC be responsible for any non-conformity to any of the foregoing warranties which arises as a result of (i) any act or omission of Customer, including a failure to Use the System in conformance with the Documentation; (ii) any person (other than MC or its authorized agents) making revisions or modifications to the Licensed Software; or (iii) any failure of any component of the hardware, Designated Platform, Sublicensed Software, Third Party Software, or any Customer-supplied software or equipment or other third-party materials.
- 8.5. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 8, MC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SYSTEM, THE SERVICES, THE HARDWARE, THE THIRD PARTY SOFTWARE, THE DESIGNATED PLATFORM OR ANY OTHER MATTER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING.

- 8.6. **Customer Warranty.** CUSTOMER HEREBY WARRANTS THAT (a) CUSTOMER HAS THE POWER TO ENTER INTO THIS AGREEMENT; (b) CUSTOMER SHALL USE ITS BEST EFFORTS TO PROTECT THE SECURITY OF THE LICENSED SOFTWARE; AND (c) CUSTOMER HAS SUFFICIENT FUNDS AVAILABLE AS OF THE EFFECTIVE DATE AND THEREAFTER TO PAY MC ALL FEES PAYABLE PURSUANT TO THE TERMS OF THIS AGREEMENT.

## 9. CUSTOMER-SUBMITTED CONTENT.

- 9.1. **Content Submission.** It is understood that Customer, from time to time and in accordance with the provisions of the Agreement and Statements of Work, may add Content to the Licensed Software.
- 9.2. **Content License.** By submitting Content, Customer warrants that he/she/it is the owner or an authorized licensee of any copyright applicable to that Content.
- 9.3. **Disclaimer.** Any opinions, advice, statements, services, offers, or other information that constitutes part of Content expressed or made available by third parties are those of the respective authors or distributors and not of MC, unless expressly stated otherwise. MC does not make any representation, warranty or guarantee on the accuracy, completeness, or usefulness of any third party Content unless otherwise expressly stated. Under no circumstance shall MC be liable for any loss, damage or harm caused by a Customer's reliance on information obtained through the Licensed Software. It is the responsibility of each user to evaluate the accuracy, completeness or usefulness of the information, opinion, advice, or Content available from Licensed Software.

## 10. LIMITATION OF LIABILITY.

- 10.1. **Limitation of Liability.** EXCEPT FOR DAMAGES DUE TO MC'S BREACH ARISING FROM MC'S WILLFUL MISCONDUCT AND WILLFUL DISCLOSURE OF PROTECTED HEALTH INFORMATION (AS DEFINED BY HIPAA) MC'S LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND SHALL NOT EXCEED THE TOTAL FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THE STATEMENT OF WORK UNDER WHICH THE LIABILITY ARISES. IN NO EVENT WILL MC OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF MC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. IN NO EVENT SHALL MC BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR ANY MEDICAL INTERPRETATION OR JUDGEMENT.
- 10.2. **Offset of Damages.** In the event that MC is liable to Customer for any damages or other payments hereunder, MC shall have the right to offset such damages or payments against all then-unsatisfied monetary obligations of Customer to MC under this Agreement.
- 10.3. **Allocation of Risks.** The Parties agree that the provisions of this Agreement allocate the risks between MC and Customer as authorized by the Uniform Commercial Code and other applicable law, and that the pricing of MC's products reflects this allocation of risk and the limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

## 11. INDEMNIFICATION.

- 11.1. **By Customer.** Customer will defend, indemnify and hold harmless MC, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this Agreement by Customer, its officers, employees, agents, affiliates or representatives or any acts or omissions directly or indirectly caused by, arising out of, or attributable to any claim of gross negligence or intentional harm with respect work or acts performed or failed to be performed pursuant to this Agreement.

- 11.2. **By MC.** MC will defend, indemnify and hold harmless Customer, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this Agreement by MC, its officers, employees, agents, affiliates or representatives or any acts or omissions directly or indirectly caused by, arising out of, or attributable to any claim of gross negligence or intentional harm with respect to any work or acts performed or failed to be performed pursuant to this Agreement.

## 12. TERM AND TERMINATION OF AGREEMENT.

- 12.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the termination of the last surviving attached SOW, unless terminated in accordance with this Article 12.
- 12.2. **Termination.** Either Party may terminate this Agreement if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same (other than Customer's breach of its obligations under Sections 2.4, 2.5, 2.6, 4.1, 4.2, 4.3 or 14.1, which breach shall result in immediate termination), except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from MC; or (ii) the other Party becomes the subject of involuntary or voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or assignment for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to Use the Licensed Software and Updates thereto in accordance with applicable law shall be deemed a material breach of this Agreement.
- 12.3. **Effect of Termination.** Upon termination of this Agreement, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to MC.
- 12.4. **Survival.** In addition to the obligation to pay fees arising prior to termination or expiration, each Party's covenants and obligations under this Agreement which are not, by the expressed terms of this Agreement, fully performed during the term of this Agreement, shall survive the termination of this Agreement for any reason.

## 13. MARKETING PROGRAMS.

- 13.1. **Joint Press Release.** MC may issue a press release within ninety (90) days after execution of this Agreement or any subsequent SOW announcing that MC and Customer have entered into this Agreement or SOW, subject to Customer approval of press release wording, which shall not be unreasonably withheld.
- 13.2. **Contract Announcement.** Without regard for the issuance of a Joint Press Release, MC shall have the right to issue a matter-of-fact announcement that MC and Customer have entered into this Agreement and any subsequent SOW.
- 13.3. **Other Marketing Activities.** Customer agrees that MC may use Customer's name in client listings and, at times mutually agreeable to the parties, as part of MC's marketing efforts including, but not limited to, reference calls, case studies, testimonials, site visits, and user group participation. MC will make reasonable efforts to avoid having marketing activities unreasonably interfere with Customer's business.

## 14. CONFIDENTIAL INFORMATION.

- 14.1. **Duty.** Each Party shall (i) hold the Confidential Information of the other Party in confidence, protecting such information with the same degree of care as such Party's own confidential information, but in no case less than reasonable care (or as required by law with respect to Protected Health Information); (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Upon the termination of this Agreement or any SOW, Customer shall return or destroy any Confidential Information that is in Customer's possession covered by the Agreement or SOW.
- 14.2. **Exclusions.** The foregoing shall not apply to Confidential Information which a receiving Party can document (a) is in the public domain through no fault of its own or breach of this Agreement, (b) was properly known to it, without restriction, prior to disclosure by the disclosing Party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving Party without use or reference to disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, receiving Party provides to disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure. The parties agree the foregoing exceptions expressly exclude individually identifiable patient information, as defined by HIPAA and Protected Health Information.



- 14.3. **Remedies.** Customer agrees that MC and any Third-Party supplier Confidential Information contains valuable trade secrets and proprietary information, and any actual or threatened breach of the confidentiality obligations or intellectual property rights entitles MC or the Third-Party supplier the right to obtain injunctive relief without need to post bond.
- 14.4. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, both Parties agree not to solicit, engage, or hire, directly or indirectly, any employee or former employee of the other Party, without obtaining prior written consent.

**15. REGULATORY COMPLIANCE.**

- 15.1. **HIPAA.** In order to address the requirements of certain regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Parties agree to the terms of the Business Associate Agreement that is attached hereto as Appendix A.

**16. GENERAL PROVISIONS.**

- 16.1. **Force Majeure.** Neither Party shall be liable for any loss, damages or penalty resulting from a delay in delivery or installation of any component of the System or hardware, as applicable when such delay is due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, force majeure, acts of God, labor unrest, fire, explosion, earthquake, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor or material shortages, embargoes, failure or delays in transportation, unavailability of components, material or machinery for the System, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. Supplier delays, material shortage or unavailability of components must be due to market conditions impacting all similar customers and cannot be remedied by expedited or alternative shipment methods at MC's cost. In any such event, the delivery or installation date shall be deemed extended for a period equal to the delay. Further, MC will not be held in breach of this Agreement if it fails to perform its obligations under this Agreement to the extent such non-performance is attributable to acts, errors or omissions by Customer or a third party supplier independently hired by Customer.
- 16.2. **Relationship of the Parties.** Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Customer has no authority to act as agent for, or to incur any obligations on behalf of or in the name of, MC or its affiliates.
- 16.3. **Governing Law.** This Agreement shall be deemed to have been made in the state of Illinois, and shall be governed by and construed in accordance with its laws as a contract made and performed therein. Any claims between the parties to this Agreement must be brought solely and exclusively in the state of Illinois and suit may not be brought in any other jurisdiction.
- 16.4. **Arbitration.** Any dispute, controversy, or claim arising under this Agreement, except for claims for injunctive relief, shall, at the request of either Party, be heard and determined by a single arbitrator for non-binding arbitration. The venue for any arbitration or judicial proceeding initiated under this Agreement shall be Bloomington, Illinois. Either Party may apply to a state or federal court in such venue for the appointment of an arbitrator. The arbitrator shall hear and determine the matter in accordance with the rules of civil procedure and evidence applicable in the venue. In the event that the Parties fail to mutually agree to settle the dispute by means of non-binding arbitration, either Party can choose to settle the dispute in a court of law.
- 16.5. **Assignment.** Customer shall not assign its rights, duties, nor obligations under this Agreement without the prior written consent of MC. Any purported transfer of this Agreement by Customer without MC's written consent shall be void. The present Agreement binds the Parties as well as their successors, legal representatives and permitted assigns.
- 16.6. **Delivery of Notice.** Any notice, demand, request, or other communication required or permitted under this Agreement shall be deemed sufficiently given if delivered in writing, sent by registered or certified US Mail, return receipt requested, postage prepaid, sent by a national overnight delivery service (such as Federal Express), or sent by facsimile, in each instance addressed and delivered personally or sent for delivery at the

address of the receiving Party as set forth in this Agreement. Each Party shall have the right to change its address, the person to who's attention notices and other communications are to be given to it, and its facsimile number, in each instance by written notice to the other Party in the manner provided herein.

- 16.7. **Entire Agreement; Amendment; Waiver.** This Agreement, a SOW and all Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. In the event of a conflict between this Agreement and a SOW, the SOW shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a further written agreement signed by all of the Parties hereto. No waiver of breach of any provision of this Agreement by either Party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the other Party.
- 16.8. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision will be replaced with a legal provision that encapsulates the original intent of the Parties.
- 16.9. **Action.** No action arising out of or otherwise associated with this Agreement or the rights granted hereunder, regardless of form, may be brought by either Party more than two (2) years after the cause of action has accrued or the applicable statute of limitations, whichever is shorter.
- 16.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages, which shall be deemed originals in all respects.
- 16.11. **Effective Date.** The Effective Date shall be the date entered in the introductory clause. If no date is entered into that section, the Effective Date will be when both the parties have signed it (as indicated by the date associated with the last party to sign's signature). If any party signs but fails to date a signature, the date that MC signs will be deemed to be the Effective Date. If MC fails to date their signature, date that MC receives the signed contract will be deemed to be the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

MC

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
John M. Damgaard  
President & CEO

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

Attested by:

\_\_\_\_\_  
(SIGNATURE)

Kathy Michael  
McLean County Clerk

\_\_\_\_\_  
(DATE)

## APPENDIX A: BUSINESS ASSOCIATE AGREEMENT (Between Business Associate and Covered Entity)

### 1. Definitions

Terms used, but not otherwise defined, in this Business Associate Agreement (the "Agreement"), including but not limited to capitalized terms, shall have the same meaning as those terms in the Privacy Rule at 45 CFR Part 160 and Part 164, Subparts A and E, except that "Business Associate" shall refer to MatrixCare, Inc. or a subcontractor thereof or a subcontractor of the Covered Entity that otherwise meets the legal definition of a business associate; and "Covered Entity" shall refer to the User, as otherwise defined herein or identified in the signature line of this agreement. Notwithstanding anything herein to the contrary, "Required By Law" shall refer to the requirements of the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"), including, but not limited to the Omnibus Regulations of the Department of Health and Human Services issued on January 25, 2013.

### 2. Obligations and Activities of Business Associate

- a. Business Associate agrees not to use or disclose Protected Health Information, including electronic Protected Health Information ("PHI"), other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and security as Required by Law to prevent use or disclosure of the electronic Protected Health Information other than as provided for by this Agreement.
- c. By such deadlines as required by this Agreement, Business Associate agrees to report to Covered Entity and any other person or entity to which the law requires notice any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, and any breaches of unsecured Protected Health Information as required by 45 CFR 164.410, and any security incident of which it becomes aware.
- d. Business Associate agrees to ensure that any agent, including a subcontractor, to which it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Information.
- e. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, for purposes of the Secretary's determining compliance with the HIPAA Rules, to the extent Required By Law.
- f. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for it or the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and other applicable law.
- g. Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Business Associate agrees to meet the requirements of 45 CFR § 164.504 if it knows of a pattern of activity or practice of one of its subcontractors that constitutes a material breach or violation of the subcontractor's obligation under a contract or other arrangement with the Business Associate and to take reasonable steps to cure or mitigate any such breach or end the violation.
- i. Business Associate shall make PHI available in a designated record set to Covered Entity, as directed by Covered Entity, to satisfy Covered Entity's obligations under 45 CFR § 164.524.
- j. Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by the Covered Entity or take other steps necessary to satisfy 45 CFR § 164.526.

### 3. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Software License and Services Agreement provided that such use or disclosure would not violate applicable law or the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**4. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are either permitted or Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.512(j)(1).
- d. The Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR § 164.514(a-c).

**5. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520 within five (5) business days of the imposition of said limitation, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, within five (5) business days of such changes and if such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, , within five (5) business days of such restriction and if such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**6. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. However, Business Associate shall be permitted to use or disclose Protected Health Information for data aggregation or for its management, administration or its meeting legal responsibilities.

**7. Business Associate's Notice Obligations**

- a. Upon Business Associate's discovery of a Breach of Unsecured PHI, Business Associate shall provide written notice of the Breach, without unreasonable delay but no later than ten (10) business days following the date the Breach is discovered or such later date as is authorized under 45 CFR §164.412, to:
  - (i) each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, accessed, acquired, used or disclosed as a result of the Breach;
  - (ii) the media, if required under 45 CFR §164.406; and
  - (iii) the Secretary of the U.S. Department of Health and Human Services, if required under 45 CFR §164.408;with a copy of such written notice of the Breach to the privacy official of Covered Entity as soon as administratively practicable, but not later than five (5) business days after the Breach is discovered; and
- b. If the Breach involves fewer than 500 Individuals, Business Associate shall maintain a log or other documentation of the Breach which contains such information as would be required to be included under 45 CFR §164.408, and provide such log to Covered Entity within five (5) business days of its written request, including:
  - (i) The date that a Breach is discovered;

- (ii) The content, form and delivery of each of the notices required by this Section shall comply in all respects with the breach notification provisions as set forth in the Breach Notification Rule under 45 CFR 164, Subpart D and the rules and regulations thereunder.
- (iii) Subject to (iv) hereof, Business Associate shall send such notices to each Individual using the address on file with copies of the list of recipients sent to Covered Entity. If the notice to any Individual is returned as undeliverable, Business Associate shall make one additional attempt to deliver the notice to such Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.
- (iv) Prior to distributing notices under this section, Business Associate shall first provide a draft of the notice to the privacy official of Covered Entity. Such privacy official shall have five (5) business days (plus any reasonable extensions) to either approve the draft of the notice or revise its language. Alternatively, such privacy official may elect to draft the notice for review by Business Associate.

**8. Term and Termination**

- a. Term. The Term of this Agreement shall be effective as of the date on which the Master License and Services Agreement is signed, or, if earlier, as of the date on which any Protected Health Information is provided to the Business Associate on behalf of the Covered Entity, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, of this Agreement, Covered Entity shall:
  - 1. Provide a reasonable opportunity of at least thirty (30) days for Business Associate to cure the material breach or end the violation.
  - 2. If a breach of a material term of this Agreement cannot be cured, Covered Entity shall be authorized to terminate this Agreement immediately.
- c. Effect of Termination.
  - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
  - 3. Business Associate shall not use or disclose the Protected Health Information that it retains for any reason other than the purposes for which it was retained and subject to the same conditions set forth in this Agreement.

**9. Miscellaneous**

- a. Regulatory References. A reference in this Agreement 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 Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law as may be in effect.
- c. Survival. The respective rights and obligations of Business Associate under Section 8c of this Agreement shall survive the termination of this Agreement.

**CONFIDENTIAL**

- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.
- e. Scope. This Agreement shall apply only if and to the extent the vendor is a business associate to a covered entity as defined by HIPAA, and that the vendor does not, merely by signing this agreement, concede that it holds such legal status.
- f. Indemnification. The Covered Entity hereby agrees to hold Business Associate harmless as well as its affiliates, directors, officers, agents, subcontractors and employees from and against any and all claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses or expenses, including reasonable attorneys' fees incurred by Business Associate as a result of the Covered Entity's failure to comply with the terms of this Agreement, or any failure by any agent, officer, director, employee or subcontractor of the Covered Entity to comply with the applicable law related to Protected Health Information.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

Covered Entity

MatrixCare, Inc.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: John M. Damgaard  
 Title: President & CEO  
 Date: \_\_\_\_\_

Attested by:

\_\_\_\_\_  
 (SIGNATURE)  
  
 Kathy Michael  
 McLean County Clerk

\_\_\_\_\_  
(DATE)

STATEMENT OF WORK 1 – INCORPORATION OF EXISTING AGREEMENTS

This Statement of Work (the “SOW”) is entered into as of this [redacted] day of [redacted], 2016 (the “Effective Date”), by and between MatrixCare, Inc., with an address of 10900 Hampshire Avenue South, Suite 100, Bloomington, MN 55438, (“MC”), and McLean County, a body politic and corporate organized under the laws of the State of Illinois, with corporate offices at 901 N Main St, Normal, IL 61761, (“Customer”).

This SOW hereby incorporates by reference all of the MC Master License and Services Agreement terms and conditions (“Master Terms” or the “Agreement”) and the following agreements which have been agreed by and between MC and Customer on or prior to the SOW Effective Date hereof:

- 1. Software License and Services Agreement, Contract No. RSU201208-1227

Such Master Terms apply to this SOW in all respects, provided, however, that in the event of a conflict between the Agreement and this SOW, the term from this SOW shall control.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the Effective Date shown above.

CUSTOMER

MC

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
John M. Damgaard  
President & CEO

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

Attested by:

\_\_\_\_\_  
(SIGNATURE)

Kathy Michael  
McLean County Clerk

\_\_\_\_\_  
(DATE)

STATEMENT OF WORK 2 - LICENSED SOFTWARE AND SERVICES

This Statement of Work (the "SOW") is entered into as of this [redacted] day of [redacted], 2016 (the "Effective Date"), by and between MatrixCare, Inc., with an address of 10900 Hampshire Avenue South, Suite 100, Bloomington, MN 55438, ("MC"), and McLean County, a body politic and corporate organized under the laws of the State of Illinois, with corporate offices at 901 N Main St, Normal, IL 61761, ("Customer"), with respect to the certain hardware, software, and/or services that MC has agreed to provide, pursuant to the terms of this SOW, to Customer or the Customer affiliate named herein. This SOW is hereby attached to the MC Master Agreement ("Agreement"), which have been agreed by and between MC and Customer on or prior to the SOW Effective Date hereof. Agreement terms apply to this SOW in all respects, provided, however, that in the event of a conflict between the Agreement and this SOW, the term from this SOW shall control. MC and Customer may be referred to herein individually as a "Party" and together as the "Parties." Capitalized terms issued herein and not defined shall have the meaning ascribed to them in the Agreement.

In consideration of the premises, mutual covenants, and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions of this SOW, together with the Master Terms.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the Effective Date shown above.

CUSTOMER

MC

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
John M. Damgaard  
President & CEO

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

Attested by:

\_\_\_\_\_  
(SIGNATURE)

Kathy Michael  
McLean County Clerk

\_\_\_\_\_  
(DATE)



1. LICENSING.

- 1.1. **Initial License Term.** The licensing term for all MC Licensed Software and Sublicensed Software listed in this Statement of Work shall commence on the Effective Date and shall continue for the length of the term as specified in the Price Quotation in Exhibit A. Unless otherwise specified, intellectual property, rules of use as well as other rights and restrictions pertaining to MC Supplied Third-Party Software listed in this Statement of Work shall be described in the applicable license agreement, which is binding upon the Customer.
- 1.2. **License Restrictions.** All Licensed and Sublicensed Software License grants under this SOW are restricted to the sites identified on the Price Quotation in Exhibit A. Customer will take all reasonable steps to safeguard the System, Licensed Software, Sublicensed Software, and any Third Party Software in accordance with prevailing industry standards and applicable law to prevent unauthorized disclosure.
- 1.3. **License Term Renewal.** Unless notice in writing is given by one Party and received by other not less than sixty (60) days prior to the end of the then-current term of the notifying party's intention to terminate this SOW at the end of the then-current term, this SOW shall be automatically renewed for an additional calendar year upon the expiration of the then-current term.
- 1.4. **Early Termination.** Customer may terminate this SOW or an individual Care Setting in Exhibit A without cause at any time by sixty (60) days advance written notice to MC, and a termination fee in the amount of 50% of the then-applicable License and Service Fees that would be payable during the period from the effective date of termination until the end of the then-current term for all MC Licensed Software and Sublicensed Software specified herein, to be paid prior to the end of the advanced notice period.
- 1.5. **Licensed and Sublicensed Software.** The Licensed Software and Sublicensed Software under this SOW are specified on the Price Quotation in Exhibit A. Licensed Software Fees will be due the earlier of Go-Live or the Scheduled Go-Live Date listed in Exhibit A, unless delay caused by MC in which case Licensed Software Fees will be due one day later for each day of delay caused by MC. Customer agrees to not harm the interests of the Sublicensed Software supplier, including, but not limited to, breach of IP rights or use of software against instructions or documentation.
- 1.6. **MC-Supplied Third-Party Software.** Any MC-supplied Third-Party Software under this SOW is specified on the Price Quotation in Exhibit A. Licensed Fees for any MC-supplied Third-Party Software will be due on the Effective Date.
  - 1.6.1. All required Third-Party Software not explicitly identified as MC-Supplied above will be supplied by Customer.
  - 1.6.2. MC reserves the right to replace or substitute any or all of the Third-Party Software with equivalent components prior to delivery should such Third-Party Software no longer be manufactured or available at the time the order is placed.
- 1.7. **Export Controls.** Customer acknowledges that the Licensed Software, Sublicensed Software, or any hardware, and related technical information, documents and materials are subject to the U.S. Export Administration Regulations and other applicable laws. Customer agrees that it will (i) comply strictly with the legal requirements established under these controls, (ii) cooperate with MC in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export or otherwise transfer, directly or indirectly, the Licensed Software, Sublicensed Software, or any hardware or any related technical information, documents or materials, or any related product thereof to any destination, company or person restricted or prohibited by these export controls, unless Customer has obtained prior written authorization from MC and the applicable governmental organization.

2. HARDWARE.

- 2.1. **MC-Supplied Hardware.** Any MC-supplied Hardware under this SOW is specified on the Price Quotation in Exhibit A. Fees for any MC-supplied Hardware will be due on the Effective Date.
  - 2.1.1. All required Hardware not explicitly identified as MC-Supplied above will be supplied by Customer.
  - 2.1.2. MC reserves the right to replace or substitute any or all of the Hardware with equivalent components prior to delivery should such Hardware no longer be manufactured or available at the time the order is placed.
- 2.2. **Third-Party Supplied Hardware**
  - 2.2.1. Any third-party Hardware provided in this SOW may come with certain warranties and other terms and conditions with respect to the hardware and MC shall pass through all such warranties to the extent permitted to do so. Except for the foregoing third party manufacturers' or licensors' warranties, all third

–party hardware which may be provided to Customer shall be provided “AS IS” without warranty of any kind from MC.

2.2.2. Customer agrees to comply with all applicable regulation on recycling and waste management in disposal of Third-Party supplied hardware.

**3. DESIGNATED PLATFORM.**

The target operating environment for the Licensed Software and Sublicensed Software provided under this SOW is set forth below. After the Designated Platform is configured and the Licensed Software is accessed on the Designated Platform, Customer shall not modify, adjust, add software to, or otherwise change the Designated Platform without MC’s prior written consent.

<b>Licensed/Sublicensed Software</b>	<b>Supported Browser(s)</b>	<b>Supported Version(s)</b>
MatrixCare for Skilled Nursing	Microsoft Internet Explorer	9,10,11
MatrixCare for Senior Living	All	HTML 5 compatible
MatrixCare Financials AP/GL	All	Citrix compatible
MatrixCare Marketing	Microsoft Internet Explorer	9,10,11
MatrixCare Business Intelligence	Microsoft Internet Explorer	9,10,11
Relay Health ePremise	Microsoft Internet Explorer	9,10,11

**4. IMPLEMENTATION SERVICES**

- 4.1. **Implementation Workplan.** All implementation services requested by Customer and provided by MC beyond the scope as set forth in the Implementation Workplan shall be on a time and materials basis at MC’s then-current rates.
- 4.2. **Baseline Assumptions.** The Implementation Workplan and the associated assignment of work to the Parties is based upon any assumptions listed in the Implementation Workplan or in Exhibit A.

**5. SERVICES SUBSCRIPTION**

- 5.1. **Services Subscription Term.** If a services subscription is outlined in Exhibit A, the term for services subscription listed in this Statement of Work shall commence on the Effective Date and shall continue for a period of 12 months. All hours in a services subscription must be used within the current term.
- 5.2. **Services Subscription Renewal.** Unless notice in writing is given by one Party and received by other not less than sixty (60) days prior to the end of the then-current term of the notifying party’s intention to terminate this the services subscription at the end of the then-current term, the services subscription shall be automatically renewed for an additional calendar year upon the expiration of the then-current term.
- 5.3. **Service Request.** All subscription service requests must be made with 30 day notice. MC may, at their discretion, provide the services within a reasonable amount of time after the request.
- 5.4. **Scope.** Scope of the subscription services shall be as determined within MC’s reasonable determination. If Customer requests services beyond the scope of their services subscription, those services shall be on a time and materials basis at MC’s then-current rates. If Customer requests services beyond the time purchased in this SOW, then the additional hours shall be invoiced for at the reduced time and materials rate in this agreement.
- 5.5. **Expenses.** Unless otherwise specified in Exhibit A, Customer will reimburse MC for all reasonable expense incurred while providing services, including travel, lodging, and out-of-pocket expenses. If Customer elects to participate in Service Packages at MatrixCare’s offices, Customer will be responsible for their own travel and other expenses.
- 5.6. **Use of Services Subscription.** The services subscription may be utilized by any care setting or corporation staff listed in this SOW.
- 5.7. **Implementation.** Customer cannot use services subscription in place of or supplement to implementation services.

**6. HOSTING SERVICES**

- 6.1. **Term.** Hosting services for the Licensed Software shall be provided co-terminus with the MC Licensed Software term as defined in this SOW.

- 6.2. **System Availability Objective.** MC will use commercially reasonable efforts to ensure that during any twelve (12) month period the Licensed Software shall be available at least 99.5% of the time, excluding scheduled maintenance and interruptions due to failures outside of MC’s control. System availability will not be provided during: (i) scheduled network, hardware, software or application maintenance as well as scheduled hardware and software upgrades from time to time; (ii) periods of disruption in Customer connections, circuits or equipment; (iii) reasons of Force Majeure (including without limitations, strike, fire, flood, delay in component assembly, failure of Internet, governmental actions, orders or restrictions, or any other reason, where failure to perform is beyond the reasonable control or caused by the negligence of performing party).
- 6.3. **Recovery Point Objective.** MC performs backup procedures as follows: (i) weekly full backups; (ii) daily incremental back-ups; and (iii) through the use of relational database backup agent technology, transaction logs are backed up on desired intervals daily.
- 6.4. **Recovery Time Objective.** MC standard objective is to resolve issues within 60 minutes of the occurrence of an outage for all matters that can be resolved by MC. If an outage is longer than 60 minutes, MC will work with Customer to ensure Customer is informed of the known issues and the resolution plan.
- 6.5. **Performance Objective.** Provided that Customer provides sufficient bandwidth to prevent latency for end user operations and average screen refresh time exceeds five (5) seconds, MC will use commercially reasonable efforts to work with Customer to isolate and rectify system performance bottlenecks.
- 6.6. **Operational Responsibilities.** Specific MC and Customer operational responsibilities in providing services are encoded in the matrix below as follows: **R** – Responsible Party, **C** – Consulted Party, **I** – Informed Party.

<b>Category</b>	<b>Item</b>	<b>Customer</b>	<b>MC</b>
<b>Procurement</b>			
	Designated Platform – Including Required 3 <sup>rd</sup> Party Software		R
	Customer Site Equipment and Peripherals	R	C
<b>Infrastructure Management</b>			
	Designated Platform Storage Management		R
	Designated Platform Hardware Break/Fix		R
	Designated Platform Capacity Management and Planning		R
	Designated Platform Performance Management		R
	Designated Platform Problem Management		R
	Network Administration – Inside Customer Firewall	R	C
	Network Hardware Break/Fix - Inside Customer Firewall	R	I
	Firewall Management – Customer Location	R	C
	DNS Administration		R
	Firewall Management – Hosting Center		R
	Network Administration - Inside Hosting Center Firewall		R
	Network Monitoring - Inside Hosting Center Firewall		R
	Network Hardware Break/Fix - Inside Hosting Center Firewall		R
	Network Performance Management - Inside Hosting Center Firewall		R
	Network Problem Management		R
<b>Instance Management</b>			
	OS Monitoring		R
	OS Maintenance and Performance Tuning		R
	OS Patching		R
	OS Security Administration		R
	AntiVirus Monitoring		R
	AntiVirus Administration		R
	DBMS Monitoring		R
	DBMS Maintenance and Performance Tuning		R
	DBMS Security Administration		R
	DBMS Patching		R
	Backup Services		R
	Restore Services	I	R
	Interface Service Monitoring	I	R
	Interface Administration	C	R
	Print Queue Monitoring	I	R

	Print Queue Administration	C	R
	Application Monitoring	I	R
	Application Security Administration	R	
	Usage Monitoring		R
	Usage Reporting	I	R

6.7. **Exclusions.**

- 6.7.1. Although MC may, at its sole discretion, assist Customer from time to time by answering questions or providing information regarding Customer Site information technology administration and preventative maintenance, such services are outside the scope of the Hosting Services and MC’s provision of such services shall not be deemed to create any obligation on the part of MC to provide any such services in the future.
- 6.7.2. Travel and living expenses incurred by MC employees in conjunction with performing nonstandard MC services are not included in the pricing and will be invoiced to the Customer separately, as they are incurred;
- 6.7.3. Customers are provided application-level access only and have no direct access to the underlying components of the Designated Platforms.

6.8. **Customer Participation.** MC’s Hosting Services obligations are conditioned on Customer’s fulfillment of Customer’s obligations hereunder, which include, without limitation:

- 6.8.1. Maintaining security of Customer site systems and network.
- 6.8.2. Forecasting and scheduling need for test environments, subject to MC availability.
- 6.8.3. Customer must procure and implement, at Customer’s risk and expense, a telecommunications infrastructure network with bandwidth adequate to accommodate Customer’s use of the Hosting Services. Although MC may assist Customer in determining whether Customer has adequate bandwidth (e.g. based upon the Licensed Software configuration, the number of Concurrent Users, the volume and nature of work at various times of the day and other demands on Customer’s network), Customer agrees that determining the level of bandwidth of Customer’s network and the cost to increase the bandwidth of Customer’s network in order to achieve an adequate bandwidth are Customer’s responsibility.

**7. MAINTENANCE AND SUPPORT SERVICES**

7.1. **Term.** Maintenance and Support Services for the Licensed Software will be provided coterminous with the MC Licensed Software term as specified in this SOW.

7.2. **Services Provided.** MC shall provide standard Maintenance and Support Services for supporting Customer’s live productive use of the Licensed Software on the Designated Platform, including modules and components listed in this SOW to such degree as MC makes such services generally available. Maintenance and Support Services currently includes:

- 7.2.1. **Telephone Support.** MC provides reasonable technical consultation by telephone to Customer’s Certified Personnel. MC shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Customer’s request. That unique number shall be provided to Customer for reference and communication.
- 7.2.2. **Problem Resolution.** MC provides technical consultation solutions to reported issues as quickly as reasonably possible, in light of the problem. If an issue requires a change to the Licensed Software, the change will be sent to Customer as soon as available.
- 7.2.3. **Interface Support.** Interface support services are provided to keep the System in good working order and to comply with interface specifications agreed to by MC and Customer. Any enhancements or additions made to an interface as requested by Customer are not part of the Maintenance and Support Services and may increase the fees by an amount which reflects the extent of the change.
- 7.2.4. **Technical Bulletins.** From time to time, MC provides Customer with technical bulletins addressing Frequently Asked Questions that may arise in connection with Customer’s use of the System.
- 7.2.5. **Licensed Software Updates.** MC may make Updates available to Customer. MC reserves the right to determine the content and availability of all Licensed Software, including without limitation, Updates. MC shall use commercially reasonable efforts to provide Updates required to comply

with applicable Federal and State laws and regulations; provided that, MC is not required to provide Updates that are based on changes to laws that require a substantial rewrite of the Licensed Software or that MC deems otherwise commercially impractical. For purposes of clarification, the Parties agree that Updates shall include bug fixes, error corrections, and new features that are not offered by MC as separate modules or software packages. Documentation updates shall generally be distributed to Customer with each Update.

- 7.3. **Service Location.** MC shall provide Maintenance and Support Services from its business premises, except that MC, at its own discretion, may dispatch a technical services representative to Customer's facility for all issues that MC is unable to correct by providing technical consultation from MC's premises.
- 7.4. **Exclusions.** The following items are not covered under Maintenance and Support Services but may be obtained from MC for additional fees:
- 7.4.1. Custom software developed by Customer or a third party which are not included in general releases to the Licensed Software;
  - 7.4.2. Additional hardware that may be required to operate Licensed Software enhancements at an acceptable performance level; MC will use reasonable efforts to notify Customer in advance that additional hardware might be needed;
  - 7.4.3. Malfunctions caused by user error or negligence;
  - 7.4.4. Local agency requirements, unless paid for by Customer on a time and materials basis at MC's then current rates;
  - 7.4.5. Annual Update fees, if any, for Third-Party Software licenses or Sublicensed Software. The software publisher or equipment manufacturer may charge such fees to the Customer. All associated installation charges for Updates to third party software or Sublicensed Software shall be the responsibility of Customer;
  - 7.4.6. Services required or arising as a result of changes made by Customer to the Designated Platform without MC's prior written consent;
  - 7.4.7. Although MC may assist Customer from time to time by answering questions or providing information regarding information technology administration and preventative maintenance, such services are outside the scope of standard Maintenance and Support Services.
- 7.5. **Customer Participation.** MC's obligations are conditioned on Customer fulfilling its obligations hereunder, including, without limitation:
- 7.5.1. Providing MC with all information and assistance necessary to detect, simulate or reproduce and correct any reported issues.
  - 7.5.2. Customer agrees to provide valid and active versions of all required Third-Party Software not listed as "MatrixCare-Supplied" in this Statement of Work.

## 8. FEES AND PAYMENT TERMS

- 8.1. **Fees.** Customer agrees to pay Fees as specified in the Price Quotation in Exhibit A.
- 8.2. **Payment Schedule.** Customer agrees to pay Fees due as per the schedule specified on the Price Quotation in Exhibit A.
- 8.3. **Payment Method for Monthly Fees.** Customer agrees to pay any Monthly Fees due in the method specified on the Price Quotation in Exhibit A.
- 8.3.1. Annual invoicing with payment terms of Net 30 days
  - 8.3.2. Quarterly invoicing with payment terms of Net 30 days
  - 8.3.3. Monthly Invoicing with ACH Direct Debit

If ACH Direct Debit is selected, Customer must complete the Authorization Agreement for Automatic Deposits.

EXHIBIT A  
PRICE QUOTATION



<b>From</b>	<b>To</b>	<b>Date</b>	2/17/2016
Stephen Lindquist	Cynthia Nokes	<b>Valid Through</b>	4/17/2016
MatrixCare 10900 Hampshire Avenue South, Suite 100 Bloomington, MN 55438 (952) 995-9836 Stephen.Lindquist@matrixcare.com	McLean County Nursing Home 901 N Main St Normal, IL 61761 cynthia.nokes@mcleancountyil.gov (309) 888-5198	<b>Proposal</b>	20162-12083
		<b>Contract</b>	20162-12082
		<b>Term</b>	48 Months

**Software and Professional Services Proposal**

**Care Setting Information**

Care Setting Name	Care Setting Type	Address	Beds	Days Until Billing Start
McLean County Nursing Home	Skilled Nursing	901 N Main St Normal, IL 61761	150	120

**Monthly Subscription Fees**

Care Setting	Packages/Modules	Monthly Subscription Fees
McLean County Nursing Home (Skilled Nursing)	MatrixCare EHR Elite	\$2,964
	Maintenance, Support and Upgrades	Included
	Sublicensed Software: RelayAssurance™ Plus (ePremis®), First Databank	Included
	Standard Cloud Services Package	Included
	Platform: MatrixCare for Skilled Nursing	

\$2,964

**Packages/Modules  
Sub-Total**

**Discounts/Adjustments**

**Percent**

**Amount**

*Term-Length Adjustment*

-5%

-\$148

\$2,816

**Monthly Subscription Fees  
Total**

**Professional Services Fees**

Package/Modules	Implementation Details	Professional Services Fees
MatrixCare for Skilled Nursing - Product Implementation and Training	Core Financial System - Remote option	\$7,750
	MatrixCare Claims Management - Remote option	\$600
	Medicare Direct Entry - Remote option	\$600
	Resident Care with Clinical Decision Support - Remote option	\$1,750
	Physician Orders - Remote option	\$2,000
	Point-of-Care - Remote option	\$1,000
	eMAR - Remote option	\$1,000
	ePrescribing/ePrescribing - Part D - Remote option	\$1,125
	Advanced Interfaces - 1 interfaces	\$1,000
	MatrixCare Analytics - Implementation - no Training option	\$1,575
		<b>\$18,400</b>

**Package/Modules Sub-Total**

**Professional Services Discounts**

	Percent	Amount
<i>Down Payment Discount</i>	-5%	-\$920
		<b>\$17,480</b>

**Professional Services Fees Total**

**Down Payment**

50% of Professional Services Fees	\$8,740
Last Month of Subscription Fees	\$2,816
<b>Total</b>	<b>\$11,556</b>

**Please remit deposit to:**

MatrixCare  
 Attn: Accounts Receivable  
 10900 Hampshire Avenue South, Suite 100  
 Bloomington, MN 55438

**Comments and Notes**

Please refer to MatrixCare's Master License and Services Agreement and Statement of Work for all Terms & Conditions regarding the software products and services contained within this pricing proposal.

Monthly subscription fees will begin on the earlier of first go-live of purchased software, or the number of days from the effective date in executed Statement of Work as specified above in the "Days Until Billing Start" column.

MatrixCare Faxing Capabilities: MatrixCare includes the ability to fax documents into and out of MatrixCare. Faxing out of MatrixCare is available at no additional fees. Faxing into MatrixCare is available for an additional fee of \$20 per month per care setting for the first 300 pages, and 4 cents per page for any additional pages.

All professional services contracted under this Statement of Work must be completed within six (6) months of the client's final care setting go-live date. Additional professional services will result in additional professional services fees.

Professional Services for this Statement of Work will be invoiced on a Fixed Bid basis. This means the client will be billed for the entire amount quoted, no matter the hours incurred. All MatrixCare travel expenses incurred related to professional services will be the client's responsibility.

Please note: Down payments submitted via a credit card payment are not eligible for discounts.

MatrixCare Analytics training and consulting is provided by MatrixCare Analytics certified professional services partners. Client should contract directly with MatrixCare Analytics certified partners for training, consulting and reporting building assistance.

The MatrixCare EHR Elite package includes licenses for the Standard Interface bundle and the Advanced Interface bundle. Client may implement and utilize Standard Interfaces at no additional subscription fees or professional services fees above fees contained in this proposal. The EHR Elite implementation includes implementation of one (1) interface from the Advanced Interfaces bundle. Implementation for additional advanced interfaces will be available for an additional professional services fee (no additional subscription fees will apply). Please note: Advanced Interfaces must be implemented for all care settings simultaneously. Client-requested changes to rollout plan could result in additional professional services fees.

### **ePrescribing Addendum**

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MatrixCare provides two ways to transmit ePrescriptions to pharmacies on behalf of our customers.

1. Through a "hub and spoke" model where MatrixCare connects through a single, shared connection to a prescription network (e.g. Prescriber's Connection, etc.), which then connects to hundreds of individual pharmacies. This method is the most commonly used method in acute, ambulatory and physician practice settings. The responsibility for connectivity and delivery to the pharmacies, and the costs associated with providing this service, are borne by the prescription network. Under this model the receiving pharmacy is required to pay a fee for each prescription received to offset the costs incurred by the prescription network.
2. Through a dedicated, "point-to-point" connection between MatrixCare and a specific long-term care pharmacy. There are real, hard costs associated with establishing and maintaining these connections (including third party license fees) and LTPAC EHR vendors, including MatrixCare, may charge the long-term care pharmacy a fee to cover these costs.

MatrixCare has no preference as to which method is used to deliver electronic prescriptions to the pharmacy and has many pharmacy partners using each method depending upon the partner's preference.

If a client chooses to use a pharmacy that does not connect through the "hub and spoke" model and instead connects to MatrixCare through a dedicated point-to-point connection, there are additional connectivity fees involved to cover MatrixCare's costs for establishing and maintaining that dedicated connection. The pharmacy will typically pay those fees as they are generating substantial revenues and profits through the use of the dedicated connection. MatrixCare refers to these as "Compliant Pharmacies". A very small number of pharmacies have taken the position that they refuse to pay the connectivity fees, leaving it to their customers to bear the costs of connectivity. MatrixCare refers to these as "Non-Compliant Pharmacies". Should you choose to connect to a Non-Compliant Pharmacy, surcharges to cover the connectivity and associated charges will be contained in a separate agreement. If your pharmacy becomes Compliant, surcharges will be discontinued. Please contact MatrixCare for assistance in recouping these fees from your pharmacy.



**MATRIXCARE INVOICING OPTIONS**  
**COMPLETION REQUIRED - Contract will not be processed without this information**

**COMPANY INFORMATION:**

Customer Organization Name: \_\_\_\_\_  
Company Name as shown on Tax Return (if different than above): \_\_\_\_\_  
Federal Identification number: \_\_\_\_\_  
Email address to which invoices should be sent: \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT INFORMATION:**

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**INVOICING OPTIONS:**

**Please review and select ONE option.**

**MONTHLY** - only if paid via ACH – MatrixCare initiated (complete information in Box A - required)

**ACH INFORMATION - Box A (required for all MONTHLY invoicing)**

I/We hereby authorize MatrixCare, Inc. to initiate ACH (debit) payments from my/our checking account and/or savings account indicated below at the bank named below for payment of our MatrixCare subscription.

Name on account at Bank: \_\_\_\_\_ FREQUENCY: Circle One  
Monthly      Quarterly      Annual  
Name of Bank: \_\_\_\_\_  
Routing #: \_\_\_\_\_ Amount: \_\_\_\_\_  
Account#: \_\_\_\_\_ Start Date: \_\_\_\_\_

This authorization is to remain in full force and effect until MatrixCare has received written notification from me/us of its termination in such manner as to afford MatrixCare and Bank a reasonable opportunity to fulfil the terms and conditions of the related agreements with MatrixCare.

Authorized Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name : \_\_\_\_\_ Title: \_\_\_\_\_

**QUARTERLY** – with terms of Net 30. Please select one of the following options:

- ACH (MatrixCare Initiated – Complete Box A above)
- ACH (Customer Initiated – See Box B for instructions)
- Check (See invoice for remittance address)

**ANNUAL** – with terms of Net 30. Please select one of the following options:

- ACH (MatrixCare Initiated – Complete Box A above)
- ACH (Customer Initiated – See Box B for instructions)
- Check (See invoice for remittance address)

**Box B**  
**MatrixCare banking information:**  
Bank Name: BMO Harris Bank  
Name on Account: MatrixCare  
Routing Number: 071000288  
Account Number: 3293222



**NURSING HOME**  
 (309) 888-5380  
 901 N. Main Normal, Illinois 61761

To: Honorable Susan Schafer, Chairman, Health Committee  
 Honorable Members of the Health Committee  
 Mr. Bill Wasson, County Administrator  
 Ms. Hannah Eisner, Assistant County Administrator

From: Cindy Wegner, Administrator, McLean County Nursing Home

Date: February 16, 2016

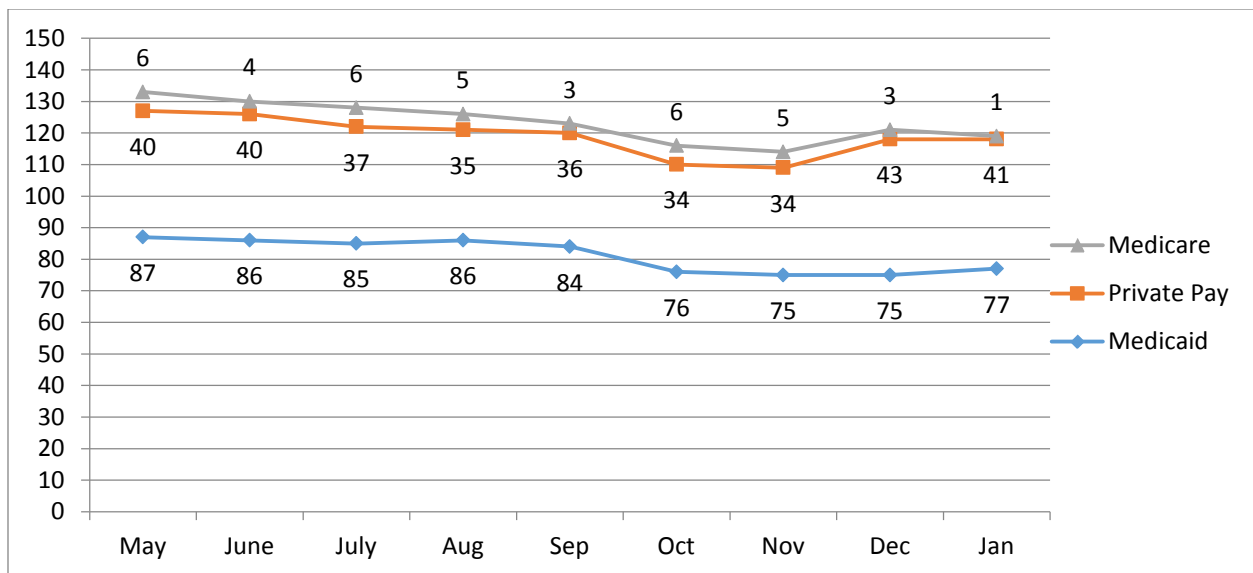
Re: Monthly Report for February 2016

**Average Daily Census**

The chart below summarizes the monthly average daily census for May 2015 through January 2016. There was a decrease in census from 121 in December to 119 in January. Private pay census decreased to 41. Medicaid increased to 77. Medicare decreased from 3 to 1.

The current census as of February 16, 2016 is 111.

**Monthly Average Daily Census by Payor  
 May through January 2016**



## Admissions & Discharges

The table below summarizes the monthly admits and discharges. Admissions decreased in January.

### Admissions and Discharges January 2015 to January 2016

2015	Medicare	Non-Medicare	Total	Total
	Admits	Admits	Admits	Discharges/Expirations
15-Jan	7	5	12	12
Feb	4	15	19	12
Mar	3	2	5	10
April	4	4	8	9
May	5	5	10	10
June	1	4	5	9
July	5	7	12	13
Aug	0	6	6	7
Sep	4	7	11	13
Oct	5	8	13	20
Nov	1	9	10	12
Dec	5	13	18	11
16-Jan	1	9	10	14

#### Census Building:

- The Administrator, Admissions Coordinator, Director of Nursing and Therapy Manager met with all of the Social Workers at the local hospital. A discussion was held regarding changes in the facility's admission procedures, levels of service provided, therapy services available, and new transportation available for admissions. The overall discussion was very positive and hospital social workers were very pleased with the changes the facility is offering for ease of admissions.
- The Admissions Coordinator and Volunteer Coordinator will both be attending local community events this month to address census building and increasing referral sources.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX: (309) 888-5111

115 E Washington St, Room 401, Bloomington, IL 61701

February 22, 2016

To: Honorable Members of the Executive Committee, Finance Committee, Land Use and Development Committee, Property Committee, Transportation Committee, Justice Committee, and Health Committee

From: Bill Wasson, County Administrator

Re: Positions filled from January 25, 2016 - 2/21/2016

<b>Department</b>	<b>Oversight Committee</b>	<b>Position</b>	<b>Number of Hires</b>
Circuit Clerk	Justice	Courtroom Clerk	1
Circuit Clerk	Justice	Office Support Specialist I	2
Sheriff	Justice	Corrections Officer	1
County Coroner	Justice	Deputy Coroner	2
Court Services	Justice	Probation Officer	1
State's Attorney	Justice	Asst States Attorney I	1
State's Attorney	Justice	Office Support Specialist II	1
Nursing Home	Health	Certified Nursing Asst	3
Nursing Home	Health	Licensed Practical Nurse	2