

COMMUNITY RESOURCE NETWORK AGREEMENT  
("Agreement")

"PARTICIPANT"

\_\_\_\_\_  
\_\_\_\_\_

Address of Participant

\_\_\_\_\_  
\_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

"QHN" QUALITY HEALTH NETWORK, a  
Colorado nonprofit corporation

Address of QHN:

744 Horizon Court, Suite. 210  
Grand Junction, CO 81506  
(970) 248-0033

[dthompson@qualityhealthnetwork.org](mailto:dthompson@qualityhealthnetwork.org)

**RECITALS**

- A. QHN provides an information technology solution, referred to in this Agreement as the "QHN System," as hereinafter defined, to improve the quality of health and health care in the community and to enhance health care providers' and social service organizations' ability to exchange electronic data. QHN may also provide other products or services from time to time.
- B. Participant is a social service organization which QHN has agreed to accept for enrollment. Participant desires to use the QHN System provided by QHN for purposes of promoting the improvement of health and health care and delivery and coordination of social services.
- C. To send or receive data through the QHN System, Participant must first make various covenants, warranties and representations to QHN, as hereinafter set forth, concerning the use of the QHN System and related tools and services. In providing the QHN System and related tools and services to Participant, QHN must first make various covenants, warranties, and representations to Participant as hereinafter set forth.

**NOW, THEREFORE,** in consideration of the recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- A. Services. QHN will manage and administer the QHN System and its use. So long as this Agreement is in effect and Participant and Participant Users comply with all terms of this Agreement, QHN will provide Participant and Participant Users access to use the QHN System. QHN and Participant agree to all Terms and Conditions, attached.
- B. Fees. Participant agrees to pay QHN the amounts referenced on attached Exhibit B, along with applicable taxes, associated with various uses of the QHN System as required by the Order and Invoice. Any amounts not paid when due shall bear interest at the rate of eighteen percent (18%) per annum. Participant agrees that payment amounts and the interest rate are subject to change upon sixty (60) days written notice to Participant from QHN, subject to Participant's right to terminate the Agreement as provided herein. QHN may refuse Participant and Participant Users access to uses of the QHN System if payment is not timely made by Participant.

**This Agreement is dated and shall be effective on the date set forth below by QHN as the effective date.**

**QUALITY HEALTH NETWORK, a Colorado  
nonprofit corporation**

By \_\_\_\_\_

Name/Title: \_\_\_\_\_  
(print/type name of signatory and title)

Effective Date \_\_\_\_\_

\_\_\_\_\_  
(print/type name of Participant)

By  \_\_\_\_\_

Name/Title: \_\_\_\_\_  
(print/type name of signatory and title)

## TERMS AND CONDITIONS:

1. Definitions. Capitalized terms in this Agreement are defined as follows:

1.1. "Board of Directors" shall mean the Board of Directors of QHN.

1.2. "Business Associate" shall mean with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

1.3. "Covered Entity" shall have the meaning of the term "Covered Entity" as defined in 45 C.F.R. 160.103.

1.4. "Disclose," "Disclosing," or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

1.5. "Individual" means a natural person who is the subject of PHI or SSI.

1.6. "Information Privacy and Protection Laws" mean (i) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations ("HIPAA"); (ii) HITECH; (iii) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (iv) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to the health or medical status or condition of an Individual, and/or the payment for health or medical care for an Individual; (v) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (vi) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to individuals based upon the individuals' status as consumers; and (vii) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any

federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual, Participant or QHN.

1.7. "Network Account" shall mean the right given to Participant to access and use the QHN System by Participant and Participant Users.

1.8. "Participant User" shall mean any person accepted by QHN and who is authorized to use the QHN System through Participant's right of use set forth in this Agreement. Participant shall designate Participant Users.

1.9. "Protected Health Information," or "PHI," shall have the same meaning as the term "protected health information" as defined in 45 C.F.R. 160.103 and 164.501.

1.10. "QHN "System" shall mean the technology tools, applications, software, services and systems QHN provides and/or maintains.

1.11. "QHN's Standards" shall mean those standards, policies and procedures adopted by the Board of Directors and subject to revision, modification or change by the Board of Directors, which address requirements and standards with regard to use of the QHN System that are expressly applicable to social service organizations. QHN's Standards may include, but are not limited to: activity on the QHN System, operating rules, definitions and specifications of format, content, and transmission of electronic data, support descriptions and details of connecting to the QHN System.

1.12. "Receive," "Receiving," and "Receipt" means (i) to take physical delivery of media containing information, or (ii) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of information to

a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

1.13. “Social Services Information” or “SSI” means information created, maintained, or received by a public, governmental or private social service organization, including demographic information, that relates to the past, present or future need for or provision of social services, which identifies an Individual or which provides a reasonable basis to believe the information could be used to identify an Individual.

1.14. “Third Party” means any individual, person, or organization not a party to this Agreement.

1.15. “Transmit,” “Transmitted,” or “Transmission” means the transfer of information by one party to another, regardless of the method or technology used to transfer the information.

1.16. “Use” shall mean the sharing, employment, application, utilization, examination, analysis, De-identification, or commingling with other information, of information by a party that holds that information.

## 2. Duties and Obligations of QHN.

2.1. Use of QHN System. QHN will provide Participant and Participant Users products and services and access to the uses of the QHN System described on Exhibit B provided such use is consistent with QHN’s Standards. Participant authorizes QHN to Use and Disclose data within the QHN System for quality improvement programs, practice management, care coordination, research and such other purposes as may be allowed by applicable law provided that such Use or Disclosure is consistent with QHN’s Standards and requirements of applicable law.

2.2. Data Storage and Distribution. Data within the QHN System will be available to Participant Users pursuant to QHN’s Standards and subject to compliance with applicable laws.

2.3. Data Backup. QHN shall make available requisite disk space for the storage of software and data as may be reasonably determined by QHN, but in any event there shall be available sufficient disk space to permit Participant to retain an estimated five (5) years of SSI data, under normal use. Backups will be regularly performed and stored in a secured off-site location.

2.4. Inquiries from Individuals. Should QHN receive from an Individual a request for data specific to such Individual, which data the Individual believes is contained in the QHN System, QHN shall redirect the Individual to the Participant, health care provider or other participant from whom the Individual received the services which the data references. QHN will not provide SSI data or other information stored within the QHN System to such Individuals other than as required by law.

2.5. Right to Audit. QHN shall have the right to audit Participant’s and Participant Users’ use of the QHN System to ascertain compliance with QHN’s Standards and applicable law with regard to use of the QHN System. The results of such audits may be shared with Participant and the QHN Board of Directors.

2.6. Right to Impose Sanctions. QHN shall have the right to impose sanctions on Participant and a Participant User, as described in QHN’s Standards, should Participant or Participant User’s use of the QHN System be in violation of the terms of this Agreement or QHN’s Standards.

2.7. Liability Insurance. QHN shall purchase and/or maintain general liability insurance or a self-insurance plan which provides coverage to QHN of not less than one million dollars (\$1,000,000) per incident per year.

2.8. Indemnity. QHN agrees to indemnify Participant from any and all claims, demands, actions, and causes of action asserted by a Third Party against Participant which may result or arise out of any actions or omissions

of QHN or any of QHN's agents, employees, or representatives due to QHN's failure to comply with privacy or security obligations under this Agreement or imposed by law or QHN's failure to comply with the terms of this Agreement. This indemnity shall include the payment to Participant for attorney's fees, court costs and expert witness fees Participant incurs in defending itself from any such claims, demands, actions or cause of action. For this indemnity obligation to apply, Participant shall (a) provide QHN notice in writing upon the discovery of the claim, (b) fully cooperate with QHN in the defense of the claim, and (c) not settle the claim without the prior written consent of QHN, which consent shall not be unreasonably withheld. QHN's liability under this paragraph shall not exceed one million dollars (\$1,000,000).

**2.9. DISCLAIMER. QHN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE QHN SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDLESS OF THE SERVICES OR RESOURCES PROVIDED BY IT. QHN DISCLAIMS ANY LIABILITY FOR THE FAILURE OF PERSON WHO USES THE QHN SYSTEM TO COMPLY WITH QHN'S STANDARDS OR APPLICABLE LAW OR THE CONTENT OR USE OF THE QHN SYSTEM BY ANY SUCH PERSON. QHN DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE QHN SYSTEM OR THE COMPATIBILITY OF THE QHN SYSTEM WITH ANY PARTICULAR HARDWARE, SOFTWARE OR INTER-CONNECTIVITY WITH OTHER NETWORKS OR SERVICES.**

**2.10. LIMITATION OF LIABILITY. EXCEPT FOR QHN'S LIABILITY OBLIGATIONS AS EXPRESSLY SET FORTH IN THE INDEMNITY PARAGRAPH OF THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE MAXIMUM LIABILITY OF QHN UNDER THIS AGREEMENT SHALL NOT EXCEED THE**

**TOTAL AMOUNT PAID BY PARTICIPANT TO QHN TO OBTAIN SERVICES UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY AROSE. IN NO EVENT SHALL QHN BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS.**

3. Duties and Obligations of Participant.

3.1. Assistance and Cooperation with QHN in Providing Products and Services. Participant, at its sole cost and expense, shall cooperate and work in good faith with QHN to assist QHN in working with Participant to provide the products and services described in Exhibit B.

3.2. Complying with QHN's Standards In Use of QHN System. Participant shall only use the QHN System in a manner consistent with and shall comply with QHN's Standards and applicable law. Participant specifically agrees to comply with and to be subject to QHN's Standards. QHN's Standards are subject to amendment, revision and modification by QHN solely in its discretion. Changes to QHN's Standards may reflect changes in applicable law or the need to adopt new technologies, systems, or desired functionality or changes in QHN's operational policies. Participant is encouraged to provide input to QHN regarding QHN's Standards and to propose changes. Copies of all QHN's Standards may be reviewed upon request.

3.3. Participant Responsibility for Data. QHN provides tools for Participant Users to use the QHN System but otherwise does not generally act in any other way for Participant. Participant's decision to place certain data in and use the QHN System is based on Participant's sole discretion. By placing SSI or other information regarding an Individual in the QHN System, Participant is certifying to QHN that such SSI or other information can be Disclosed to and Used by (i) Covered Entities (which includes Business Associates) for purposes of treatment, payment

and healthcare operations and by (ii) other social service organizations for care coordination purposes. To the maximum extent permitted by applicable law, as between Participant and QHN, Participant is solely responsible for establishing the connection to the QHN System, the proper transmission and receipt of data, for implementing sufficient safeguards and procedures to satisfy particular requirements for access, security, privacy and accuracy of data placed in or transmitted by Participant in Using the QHN System. Backup of data located on Participant's own computer components is Participant's responsibility. In some instances QHN may interpret data, provide data analytics or provide other data that may be used by Participant or Participant Users. QHN disclaims any warranty or representation as to the accuracy or completeness of this data and any other data in the QHN System. Participant and Participant Users are responsible for verifying the accuracy and completeness of data used. QHN is not responsible for the contents of data that Participant or any other person or entity places in or obtains from the QHN System. Participant and Participant Users hereby release QHN from any claims whatsoever as to the completeness or accuracy of data in the QHN System.

3.4. Contact Information. Participant agrees to notify QHN in writing as soon as possible as to any change in status of a Participant User. Participant is responsible for and shall provide QHN with the most current name and contact information for Participant and all Participant Users.

3.5. Training of Staff. Compliance with applicable federal and state laws, rules and regulations concerning adequate training of staff is the sole responsibility of the Participant.

3.6. Resources. Participant, at Participant's own expense, shall provide and maintain necessary hardware, software, equipment and services necessary to Use the QHN System. In addition to the services described in Exhibit B, QHN may provide

services as ancillary services, but such services would be performed under the terms of a separate addendum or agreement (an "Order" as defined in Exhibit B) between QHN and Participant. Support services which may be available under the terms of a separate addendum or agreement include: (a) help desk services during business hours and limited holiday and weekend hours, and (b) onsite support services at Participant's location.

3.7. Responsibility for Network Account. Participant shall be solely responsible for all use of its Network Account, for payment of charges incurred for such use, and for violations of the terms of this Agreement by anyone using the Network Account.

3.8. Warranties with Use. By virtue of executing this Agreement and its use of the QHN System, Participant warrants (1) that Participant's and Participant Users' use is in compliance with the terms of this Agreement, (2) that Participant's and Participant Users' use is in compliance with applicable law, (3) that Participant has obtained any and all consents or authorizations from Individuals, whether required by law or other applicable requirements, before Participant engages in any Use or Disclosure of or access to PHI or SSI, and (4) that Participant and Participant Users shall only Use and Disclose PHI and SSI for purposes of providing care coordination and services for the Individual. By Use, Disclosure or accessing PHI regarding an Individual, Participant warrants that Participant is part of a care coordination team for the Individual and is providing services to the Individual.

3.9. Liability Insurance. Participant shall purchase and/or maintain general liability insurance or a self-insurance plan which provides coverage to Participant of not less than one million dollars (\$1,000,000) per incident per year.

3.10. Indemnity. Participant agrees to indemnify QHN and hold QHN harmless from any and all claims, demands, actions, and causes of action asserted by a third party

against QHN which may result or arise out of any actions of Participant or any Participant User who becomes an authorized user through this Agreement or any use through Participant's Network Account. This indemnity shall include the payment to QHN for attorney's fees, court costs and expert witness fees QHN incurs in defending itself from any such claims, demands, actions or cause of action. For this indemnity obligation to apply, QHN shall (a) provide Participant notice in writing upon the discovery of the claim, (b) fully cooperate with Participant in the defense of the claim, and (c) not settle the claim without the prior written consent of Participant, which consent shall not be unreasonably withheld. For purposes of this paragraph, a Participant agent or subcontractor shall mean those persons or entities that have a contract with Participant to provide Participant with products or services. Participant's liability under this paragraph shall not exceed one million dollars (\$1,000,000).

3.11. Rights in Products. Participant shall not assert and shall not have any ownership rights or other property rights in any of QHN's Standards, the QHN System or any information or materials furnished by QHN to Participant. Participant agrees that the parties from whom QHN licenses the software products and related documentation ("Products") which may be used in the QHN System, own all right, title and interest in such Products. Participant will treat this Agreement, source codes and other business and technical information relating to the Products or relating to QHN's Standards or the QHN System as confidential information and will not disclose the same except as may be required under applicable law or as may be necessary to perform its duties and obligations under this Agreement.

3.12. QHN Right to Access. Participant shall give QHN access at all reasonable times, with prior notice, to its computer hardware and software used in the operation of the QHN System for purposes of QHN ensuring that the QHN System is

operating properly, and for performance of needed maintenance and upgrades.

#### 4. Confidentiality and Privacy.

4.1. Permitted Uses and Disclosures of an Individual's Social Welfare Information by QHN. The scope of SSI that may be Used, Disclosed, or accessed and/or the functions performed by QHN includes SSI necessary to perform functions permitted or required by this Agreement. QHN may, if necessary, Use SSI for the proper management and administration of QHN, or to carry out legal responsibilities of QHN, as may be allowed by applicable law. QHN may Disclose SSI for the proper management and administration of QHN or to carry out the legal responsibilities of QHN, provided the Disclosures are required by law, or QHN obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as required by law, or for purposes for which it was Disclosed to the person. QHN may Use and Disclose SSI in providing care coordination and data aggregation services for the Participant, Covered Entities, and other participants that have entered agreements that are identical to, or substantially similar to, this Agreement. QHN will not Use, Disclose, or access PHI or SSI in violation of any applicable law. QHN further agrees to not Use or further Disclose PHI or SSI other than as permitted or required by this Agreement or by law.

4.2. Amendment to Records. QHN agrees to allow Participant (but not an Individual) to make any amendment(s) to SSI in QHN's possession that Participant initially provided for inclusion in the QHN System in the time and manner designated by Participant. Participant shall only make such amendments as may be allowed or required by applicable law.

4.3. Privacy Practices and Restrictions. Participant shall be solely responsible for obtaining and maintaining documentation of any and all written permissions, consents or

authorizations from Individuals before an Individual's SSI is placed in the QHN System by or on behalf of the Participant for purposes of being Used by or Disclosed to other QHN participants as allowed by this Agreement. Participant shall notify QHN of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her SSI, to the extent that such changes may affect QHN's Use or Disclosure of SSI. Participant shall notify QHN of any restriction on the Use or Disclosure of SSI that Participant has agreed to or is required to abide by to the extent that such restriction may affect QHN's Use or Disclosure of SSI.

4.4. Compliance with Law and Agreement. Each party to this Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable laws that apply to the respective parties and with each party's duties and obligations pursuant to this Agreement.

4.5. Incorporation of Additional Requirements; Construction. The requirements of applicable law pertaining to SSI and PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws and other laws that may be applicable to certain types or categories of SSI. Notwithstanding the foregoing, QHN shall not be responsible for ensuring compliance with any legal requirements that apply to Participant, including but not limited to requirements to obtain consent or authorization from Individual's prior to SSI being placed in the QHN System and being Disclosed to other QHN participants as allowed by this Agreement.

## 5. Termination.

5.1. Unilateral Termination. This Agreement may be terminated by QHN or Participant with or without cause on at least sixty (60) days' prior written notice to the other party.

## 5.2. Participant's Right to Termination.

5.2.1. Participant may terminate this Agreement upon thirty (30) days' prior written notice to QHN should QHN's Standards change regarding use of the QHN System in a manner that Participant reasonably believes lessens the safeguards on accessing the data that is available through use of the QHN System.

5.2.2. Participant may terminate this Agreement upon thirty (30) days' prior written notice to QHN should QHN change the fees referenced on attached Exhibit B. Notice of termination under this subparagraph must be given by Participant within thirty (30) days of QHN changing the fees.

5.3. Termination for Material Breach. Notwithstanding anything to the contrary in this Agreement, upon gaining knowledge of a material breach of the terms of this Agreement by a party to this Agreement, the non-breaching party may, but need not, at its sole discretion: (1) if the breach cannot be cured, terminate this Agreement upon thirty (30) days written notice to the breaching party without any judicial intervention being required and without liability for such termination; or (2) if the breach can be cured, provide at least ten (10) business days written notice of the breach to the breaching party and the opportunity to cure the same within the ten (10) day period or be subject to termination of this Agreement within thirty (30) days.

## 5.4. QHN's Right to Termination / Suspension.

5.4.1. QHN may terminate this Agreement upon written notice to Participant should QHN determine or become aware that Participant or Participant Users have not complied with QHN's Standards, Information Privacy and Protection Laws or requirements of applicable law with regard to use of the QHN System and fail to cure such

noncompliance within ten (10) business days after receiving notice of such noncompliance from QHN.

5.4.2. QHN may terminate this Agreement upon written notice to Participant if Participant fails to pay amounts owed to QHN when due, and such failure to pay continues for thirty (30) days after written notice from QHN.

5.4.3. QHN may also immediately suspend Participant or Participant User's access to the QHN System, without terminating this Agreement, pursuant to terms of QHN's Standards.

5.5. Participant Rights Upon Termination. Upon termination of this Agreement, QHN may retain data placed in the QHN System by Participant. QHN will not Use or Disclose such data retained in the QHN System other than for the purposes permitted under this Agreement and subject to the same conditions of this Agreement which applied prior to termination. The provisions of paragraph 4 of this Agreement shall survive termination of this Agreement and continue to apply to Participant's data not removed from the QHN System. Upon notice of termination for reasons other than termination by QHN under paragraph 5.3 or paragraph 5.4.1 of this Agreement, QHN and Participant shall agree upon a reasonable time (not to exceed one hundred eighty (180) days from the effective date of termination) during which Participant may continue use of the QHN System. During this time period, Participant may continue Use of the QHN System in accordance with this Agreement, and the parties shall be subject to all terms of this Agreement.

## 6. General Provisions.

6.1. Compliance with Law. QHN, Participant and each Participant User shall comply with applicable laws regarding use of the QHN System. This Agreement shall be interpreted to the maximum extent possible as being consistent with such laws.

6.2. Independent Contractor. This Agreement is intended to create the relationship of independent contractor between Participant and QHN. Nothing contained herein shall be interpreted to create any relationship of agency, employment, partnership or joint venture between QHN and Participant. Neither party shall represent or hold themselves out to any person or entity other than is consistent with the relationship of independent contractor.

6.3. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

6.4. Amendment. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, QHN may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, effective immediately upon written notice to the Participant, and may otherwise amend the terms of this Agreement effective upon ninety (90) days prior written notice to the Participant. Participant's use of the QHN System after the effective date specified in such notice shall constitute acceptance of the amendment. Notwithstanding the foregoing, QHN's Standards may be modified as provided in this Agreement.

6.5. Notices. Either party may send any notices required pursuant to this Agreement, except notices of termination and notices regarding indemnity obligations, by first class mail, electronic transmission, certified mail or a recognized overnight delivery service, to the last known physical or electronic address for Participant in QHN's



records. All termination notices under this Agreement by either party, and all notices regarding indemnity obligations, shall be made in writing and sent via certified mail, return receipt requested, or a recognized overnight delivery service, to the addresses of the parties set forth above.

6.6. Assignment. Neither party's rights, duties and responsibilities pursuant to this Agreement may be assigned or delegated without the prior written consent of the other party, except for a transfer or assignment to a parent, subsidiary or affiliate or an entity with which it is merged or consolidated, or the purchaser of all or substantially all of its assets provided that the transferee assumes all of its obligations under this Agreement.

6.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability results in substantial economic detriment to either party to this Agreement.

6.8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

6.9. Benefit. The terms and provisions of this Agreement shall bind and benefit Participant and permitted assigns, and shall bind and benefit QHN and its permitted assigns. There shall be no third party beneficiaries of this Agreement.

6.10. Interpretation. Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with applicable laws.

6.11. Non-Exclusion. Each party represents and warrants that it and its employees are not and have not been sanctioned, debarred, excluded or otherwise declared ineligible to participate in any state or federal health care program. If a party is ever sanctioned, debarred, excluded or otherwise declared ineligible for participation in any state

or federal health care program, the other party to this Agreement may immediately terminate this Agreement by providing written notice of such termination.

ATTACHMENTS:

Exhibit A—Reserved.

Exhibit B: Fees Associated with uses of QHN System Chosen by Participant

**EXHIBIT B  
TO  
COMMUNITY RESOURCE NETWORK AGREEMENT**

**Fees Associated with Uses of the QHN System Chosen by Participant.**

One time and/or recurring fees for use of QHN supplied products and services shall be those set forth on a products/ services quotation/order ("Order") which QHN will provide to Participant. Participant will be responsible for the payment to QHN of the fees set forth on the Order pursuant to all payment terms set forth on the Order and in this Agreement. The Order(s) provided to a Participant for products and services shall be executed by QHN and Participant. Fees, in an Order, are subject to change as provided in this Agreement.

- I. **Uses.** Participant shall have access to use of the modules in the QHN System as described in an Order executed by QHN and Participant.