

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Wise County, hereinafter called "Client".

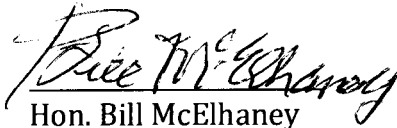
This MOU is intended to document that both parties intend to extend for an equal period of time and for equal cost considerations the following documents which are effective until January 1, 2011.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- Addendum To The Data Processing Services Agreement For CPT Codes

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning January 1, 2011 until January 1, 2012.

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client



Hon. Bill McElhaney  
County Judge

November 10, 2010

IHS



Robert Baird  
President

11/3/, 2010

**ADDENDUM TO DATA PROCESSING SERVICE AGREEMENT  
BY AND BETWEEN INDIGENT HEALTHCARE SOLUTIONS, LTD.  
AND WISE COUNTY, TEXAS**

This ADDENDUM is entered into and effective as of this the 15<sup>th</sup> day of ~~December, 2010~~ JANUARY, 2011 by and between Wise County, Texas, a governmental entity ("County") and Indigent Healthcare Solutions Ltd. ("IHS"), located at 2040 North Loop 336, Suite 304 Conroe, TX 77304, with reference to the following:

**WHEREAS**, IHS and the County have previously entered into a Data Processing Service Agreement dated December 15, 2008 ("Agreement"); and

**WHEREAS**, IHS and the County have completed discussions concerning the extension of the Agreement term, and mutually desire to modify the Agreement to reflect the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, IHS and the County mutually agree to the following extension and amendments of the Agreement:

1. Section 2 "Term" of the Agreement will be used to extend the Agreement for the period of one (1) year beginning January 1, 2011 until January 1, 2012.
2. Section 20 "Applicable Law; Venue:" of the Agreement and Section 10 "Miscellaneous" subsection (i) "Forum Selection" of Attachment B titled the "Nonexclusive License Agreement" ("Attachment") is hereby amended to make the jurisdiction and venue of any suit arising out of this Agreement to be the state and county courts of Wise County.
3. Section 21 "Indemnity" of the Agreement and the second paragraph of Term 8 "Indemnification" of the Attachment is hereby amended to nullify all language where the County indemnifies IHS, as this creates an illegal debt for the County.

All other provisions of the Agreement shall remain in effect and in full force.

**IN WITNESS WHEREOF**, The County and IHS have caused this Addendum to be signed by the duly authorized officers or representatives of each Party on the day and year set forth hereinabove.

**INDIGENT HEALTH CARE SOLUTIONS, LTD.**

Signature



Print Name

Robert Baird

Title

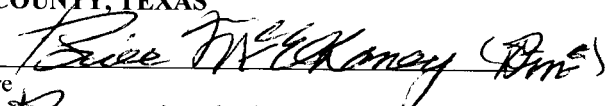
President

Date

11/3/10

**WISE COUNTY, TEXAS**

Signature



Print Name

Bill McElshaney

Title

County Judge

Date

11/10/10