

CMS EMERGENCY PREPAREDNESS COMPLIANCE COACHING AGREEMENT

This (Agreement) is made by and between Connect Consulting Services, Inc. (hereinafter "CCS"), a California corporation, with its office at 1510 J Street, Suite 115, Sacramento, CA 95814, and the CMS Coaching Program Member (hereinafter the "Client").

This Agreement contains the complete terms and conditions that govern the use of the CCS' services, content, and the CCS website. By clicking the "I Agree" button below, The Client agree that The Client have read, understood, and agree to be bound by this agreement.

1. Services, Content and CCS Website Access Provided. CCS will provide the following:
 - a. The CCS Center for Medicare and Medicaid Services (CMS) Emergency Preparedness Compliance Toolkit with all forms and templates to meet the compliance standards that is original content and also leverages emergency management best practices.
 - b. One live group coaching call per month;
 - c. On-Demand Training content videos of compliance content (which are available on the CCS website);
 - d. Direct one-on-one consulting hours (5 hours for the duration of the 6-Month Coaching Program and 10 hours for the 12-Month Coaching Program); and
 - e. Email technical support.
2. CMS Survey Preparation Intensive Training Session. For clients selecting the 12-month term, CCS will also provide:
 - (a) A CMS Survey Preparation Intensive training session (phone coaching, survey preparation checklist, plan and trainings review, and email support) prior to Client's CMS Emergency Preparedness Survey for the Client organization; and
 - (b) Following the survey, should the CMS Surveyor find any deficiencies in the Client's CMS Emergency Preparedness Survey, CCS will assist Client in preparing a Corrective Action Plan Report that addresses how Client will meet the identified deficiencies.
3. Term of Services. The term of the services provided under this Agreement shall be 6 or 12 months. The term of services will automatically renew for the same period of time, whether it be for 6-months or 12-months, unless either party notifies the other party, in writing, 30-days prior to the end of the term of services.
4. Payment for Services. As consideration for the services provided under this agreement, Client will pay to CCS \$4,000.00 per year for the yearly service, which shall be paid in one payment and the monthly service in the amount of \$400.00 per month for a period of six months.

5. Refund. If within 30-days after executing this Agreement, Client notifies CCS that the Client is not satisfied with the services, content, or website access provided hereunder, CCS will terminate this Agreement and refund all sums paid to CCS under the terms of this Agreement.

6. Access to CCS Materials. To access this site, site resources, links or other content, The Client may be asked to provide certain details or other information. It is a condition of the Client's use of this site that all the information The Client provide will be correct, current, and complete. If CCS believes the information The Client provide is not correct, current, or complete, CCS has the right to deny access to the CCS site and/or services provided by CCS, or to any of CCS's resources, and to terminate or suspend the Client's access to the CCS services, content, or website at any time.

7. Applicable Use of Site. The Client may use CCS's services, content, and access to the CCS website for purposes expressly permitted by this Agreement. As a condition of the Client's use of CCS's services, content, and website, The Client warrants to CCS that the Client will not use the services, content, or website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

8. No Co-Branding or Framing. The Client may not use or authorize any party to co-brand or frame any CCS service, content, or website without the express prior written permission of an authorized representative of CCS. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the CCS services, content, or website. For purposes of these Terms of Use, "framing" refers to displaying any CCS webpage within a bordered area of another website, regardless of whether the address of the originating CCS website is visible. Furthermore, The Client agree to cease any unauthorized co-branding or framing immediately, upon notice from CCS.

9. Customer Responsibilities. Customer is responsible for all activity occurring under Customer user accounts and will abide by all applicable laws, treaties and regulations in connection with its use of the service, content, or CCS website.

10. No Unlawful Access. The Client agrees that the Client will not use CCS's websites in any manner that could in any way disable, overburden, damage, or impair the websites or otherwise interfere with any other party's use and enjoyment of the website. Client further agrees that it will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through authorized use of the website.

11. Use Limitations. CCS's services, content, and website are for the Client's Emergency Preparedness Compliance purposes only, unless otherwise specified. The Client may not use any CCS service, content, or website for any other purpose, without the prior express written permission of an authorized representative of CCS. The Client may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to CCS.

12. Proprietary Information. All services, content, and access obtained from CCS, whether delivered personally, through the mails, electronically, or through the CCS website (the "Content") is considered the copyrighted and trademarked intellectual property of CCS, or of the party that created and/or licensed the Content to CCS. No rights or title to any of the services, works, or content shall be considered transferred or assigned to the User. The Client agrees that it will not copy, distribute, republish, modify, create derivative works from, or otherwise use the services, content, or website access in any way, without the prior written consent of CCS, except that the Client may print out and/or save a copy of the content for the use described in this Agreement.

13. Submissions. The Client hereby grants to CCS a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated by the Client to CCS through this site (hereinafter, the "Submission"), and to incorporate any submission in other works in any form, media, or technology now known or later developed. The Client agrees that CCS will not be bound to treat any submission as confidential, and may use any submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future CCS operations or business.

14. Hyperlinking. The CCS website may be hyperlinked to and by other websites which are not maintained by, or related to, CCS. Hyperlinks to such sites are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this site or CCS. CCS has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a CCS website to another web page should be accessed at the User's own risk. CCS makes no representations or warranties about the content, completeness, quality or accuracy of any such website.

15. Termination for Cause. Any breach of the Client's payment obligations, unauthorized use of the services or content provided pursuant to the terms of this Agreement, or unauthorized use of the CCS website will be deemed a material breach of this Agreement. CCS may terminate this Agreement, Customer account, or Customer's use of the services, content, or website access if Customer commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within 15-days after notice of such breach.

16. Representations and Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

17. Right to Terminate Access. CCS reserves the right to monitor use of the services and content provided under this Agreement as well as the CCS website to determine compliance with this Agreement, as well as the right to edit, refuse to post or remove any information or materials, in whole or in part, at its sole discretion. CCS reserves the right to terminate the client's access to any or all of the services, content or access to the CCS website at any time without notice for any reason whatsoever.

18. Disclosure Under Law. CCS reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

19. Disclaimer and Limitations on Liability. The Client understands that CCS cannot and does not guarantee or warrant the CCS services, content, or that files available for downloading from the CCS website will be free of viruses, worms, Trojan horses or other code that may cause damage or harm to the Client's computer(s) or network(s). The Client acknowledges that the Client will be solely responsible for implementing sufficient procedures and checkpoints to protect the Client's computer(s) and network(s), and that The Client will maintain adequate means of backup of the Client's personal data, external to this website. CCS further disclaims any responsibility to ensure that the Content located on its websites is necessarily complete and up-to-date.

THE CLIENT'S USE OF THE CCS SERVICES, CONTENT AND CCS WEBSITE IS AT THE CLIENT'S OWN RISK. THE SERVICES AND CONTENT IS PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CCS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CCS DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, OR CONTENT CONTAINED ON ANY CCS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CCS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE SERVICES AND CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CCS MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. THE CLIENT ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS SERVICES AND CONTENT. CCS MAKES NO WARRANTIES THAT THE CLIENT'S USE OF THE OF THE SERVICES OR THE CONTENT PROVIDED WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

CCS, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF CCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF CCS AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED \$10,000.00.

20. Indemnity. The Client agrees to indemnify and hold CCS, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the Indemnified Parties) harmless from any breach of this Agreement by the Client, including any use of the services, content, or the CCS website, other than as expressly authorized

in this Agreement. The Client agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and the Client agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. The Client will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of the Client use of the Services, the content, or the CCS website.

21. Trademarks and Copyrights. Trademarks, service marks, logos, and copyrighted works (hereinafter, "intellectual property") appearing in this site are the property of CCS or the party that provided the intellectual property to CCS. CCS retains all rights with respect to any of their respective intellectual property appearing in this site.

22. Security. Any passwords used for the CCS website are for individual use only. The Client will be responsible for the security of the Client's password(s). From time to time, CCS may require that the Client change the Client's password. The Client is prohibited from using any services or facilities provided in connection with the CCS website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If the Client becomes involved in any violation of system security, CCS reserves the right to release the Client's account details to system administrators at other websites and/or the authorities in order to assist them in resolving security incidents. CCS reserves the right to investigate suspected violations of this Agreement. CCS reserves the right to fully cooperate with any law enforcement authorities or court order requesting or direction CCS to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT, THE CLIENT WAIVES ALL RIGHTS AND AGREES TO HOLD CCS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CCS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CCS OR LAW ENFORCEMENT AUTHORITIES.

23. Miscellaneous. These Terms of Use will be governed and interpreted pursuant to the laws of California, notwithstanding any principles of conflicts of law. The Client specifically consent to personal jurisdiction in [state] in connection with any dispute between The Client and CCS arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use will be in the state and federal courts in [city, state].

If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The Client agrees that no joint venture, partnership, employment, or agency relationship exists between the Client and CCS as a result of this Agreement, use of CCS's services, or use of CCS's website. This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and CCS with respect to CCS's services and website.

24. Electronic Agreement. By clicking the "I Agree" button below or by accessing, the Client agrees that the Client has read, understood, and agree to be bound by this Agreement.