



AB SOLUTIONS, INC
 AGENCY OPERATIONS CONSULTING

PROPOSAL-SCHEDULE A

7211 HAVEN AVE. #E 283
 Rancho Cucamonga, CA 91701
 Phone: 877.516.0577
 www.absolutionsinc.com

Proposal for: XXX
 Proposal Date: 11/12/2015
 Prepared by: Todd Arnold

I. Objective

II. Scope of Services

III. Timing and Costs

DESCRIPTION	Estimated Time	AMOUNT
Total		

Currently, our rate is set at \$2,000 per day plus all travel related expenses for onsite work, or \$200 per hour for offsite work.

At AB Solutions we sell only our time. Therefore, this is an estimate and actual time will be billed.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of November 12, 2015 (the "Effective Date") between XXX ("Company") and AB Solutions, Inc. ("Consultant"). The parties agree as follows:

1. **SERVICES.** Company hereby retains Consultant and Consultant agrees to perform the services for the Company (collectively the "Services") outlined in the proposal attached hereto as Schedule A and incorporated herein by this reference (the "Proposal"). In consideration of the performance by Consultant of the Services, Company agrees to pay Consultant for its time, materials, and services as specified in the Proposal. In addition, Consultant shall be entitled to reimbursement for substantiated expenses for travel and lodging in the course of performance of the Services. The terms of the Proposal may not be modified unless in writing signed by _____ on behalf of Company and Todd Arnold on behalf of Consultant.

2. **TERM OF AGREEMENT.** This Agreement commences on the Effective Date and will continue until terminated in writing by either party. This Agreement may be terminated at any time by either party for breach or neglect of duty by the other not remedied within 30 days after written notice by either party. No termination shall prejudice Consultant's rights to payments for Services completed prior to the effective date of termination.

3. **SCHEDULING AND CANCELLATIONS.** With respect to the initial scheduling of Services, Consultant will make every reasonable effort to accommodate Company's needs and preferences, subject to existing contractual obligations. If the Company cancels a scheduled time or requests a postponement, Consultant shall be entitled to reimbursement of any incurred travel related expenses.

4. **RELATIONSHIP WITH APPLIED SYSTEMS.** While Consultant is referred to by Applied Systems as a "Preferred Consultant", Company acknowledges that Consultant is an independent consultant and not an agent nor a related entity of Applied Systems. Consultant is not a dealer or distributor of Applied Systems products or services. Neither Applied Systems nor Consultant is authorized to act on behalf of the other or to bind the other to any third party. Applied Systems is not responsible for the quality, performance or completion of the Services provided by Consultant.

5. **INDEPENDENT CONTRACTOR.** At all times throughout the performance of the Services, Consultant shall be an independent contractor and nothing contained herein shall be deemed to create an employment relationship, a partnership or joint venture.

6. **CONFIDENTIALITY.** Consultant acknowledges that in the course of the performance of the Services, it shall have access to confidential and proprietary information of Company which Company may make available to Consultant (the "Confidential Information"). Consultant agrees not to disclose or disseminate the Confidential Information without the express prior written consent of Company. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Consultant, which becomes available to Consultant from third parties without knowledge by Consultant of any breach of fiduciary duty, or which Consultant had in its possession prior to the date of this Agreement.

7. COMPLIANCE WITH HIPAA AND HITECH. Unless otherwise defined herein, the capitalized terms shall have the meanings set forth in the Health Information Technology for Economic and Clinical Health Act of 2009, and related regulations.

a. Consultant shall take the following actions in order to comply with HIPAA and HITECH:

(i) Consultant shall (1) maintain the confidentiality of information accessed through Company, use appropriate safeguards to prevent the use or disclosure of Protected health Information and agree not to use or disclose Protected Health Information except as permitted by this Agreement or required by law; (2) mitigate, to the extent practicable, any known harmful effects in the event of a use or disclosure of Protected Health Information by Consultant in violation of this Agreement or law; (3) report to Company any known Security Incident or use or disclosure of the Protected Health Information not permitted by this Agreement; (4) ensure that any agent to which it provides Protected Health Information on behalf of Company agrees in writing to the same restrictions and conditions contained herein with respect to such information; (5) provide Company or a Covered Entity reasonable access to Protected Health Information; (6) upon reasonable written request by Company, make Consultant's internal policies, procedures and records relating to the use and disclosure of Protected Health Information of Company available to Company and/or the Secretary to allow the Secretary to determine Company's compliance with the Privacy Rule; and (7) provide Company the information required for Company or a Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, as required by law.

(ii) Upon Consultant's discovery of any Breach of Unsecured Protected Health Information, Consultant shall notify Company of the breach and provide all information in Consultant's possession which Company and Covered Entity is required to include in individual notifications pursuant to law.

b. Except as otherwise limited in this Agreement, Consultant may (1) use or disclose Protected Health Information to perform the Services, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Company; (2) use Protected Health Information for the proper management and administration of Consultant or to carry out the legal responsibilities of Consultant; and (3) use Protected Health Information to provide Data Aggregation services to Company or Covered Entity as permitted by law. Without limitation, Consultant may use Protected Health Information to report violations of law to appropriate Federal and State authorities.

c. Company shall notify Consultant of the occurrence of any of the following to the extent that such restriction may affect Consultant's use or disclosure of Protected Health Information: (1) any restrictions or limitations of privacy and security practices of Company; and (2) any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information. Company shall not request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under law if done by Company.

d. Upon termination of this Agreement, Consultant shall return or destroy all Protected Health Information received from Company or Covered Entity, or created or received by Consultant on behalf of Company or Covered Entity. In the event that Consultant determines that returning or destroying the Protected Health Information is infeasible, Consultant shall extend the protections of this Agreement to such Protected Health Information for so long as Consultant maintains such Protected Health Information.

8. LIMITATION OF LIABILITY. CONSULTANT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY COMPANY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF CONSULTANT OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY COMPANY TO CONSULTANT FOR THE SERVICES. This Agreement is for consulting services only and is in no way intended to replace the hardware or software support provided by the original vendor or current Technician/Systems Administrator. Consultant is not responsible for any damages, costs or liabilities resulting from any hardware, software or services not provided by Consultant.

9. NOTICE DELIVERY. All notices under this Agreement shall be sent to the addresses specified below and any notice sent shall be deemed delivered three days after deliverance in accordance with these terms and conditions:

To Company

To Consultant:

AB Solutions, Inc.
7211 Haven Ave. #E 283
Rancho Cucamonga, CA 91701

10. ENTIRE AGREEMENT. This is the complete agreement between the parties and supersedes all prior and contemporaneous understandings relating to the subject matter hereof. This Agreement may not be amended or modified except in writing. This Agreement shall be governed by the laws of the State of California and any court of competent jurisdiction in Los Angeles County, California shall have exclusive jurisdiction over the interpretation and enforcement of this Agreement.

Company

By: _____

For: _____

Date: _____

Consultant

By: _____

For: AB Solutions, Inc.

Date: _____