

TUESDAY WORK SESSION AGENDA
December 24, 2024
Courthouse Conference Room

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS (503-623-8173) AT LEAST 24 HOURS IN ADVANCE IF YOU NEED SPECIAL ACCOMMODATIONS TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

**Approximate
Time**

AGENDA

- | | |
|-----------|---|
| 9:00 a.m. | 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE |
| | 2. COMMENTS (for items not on this agenda and limited to 3 minutes) |
| | 3. APPROVAL OF THE AGENDA |
| | 4. APPROVE MINUTES OF December 17, 2024 |
| | 5. APPROVAL OF THE CONSENT CALENDAR |
| | 6. GIS DEPARTMENT UPDATE – Eric McAvoy |
| | 7. NON-LISTED ITEMS (Pursuant to ORS 192.640) |

Consent Calendar

- a) Polk County Contract No. 24-201 (Amendment 13 to 23-109), Oregon Health Authority (Rosana Warren, Public Health)
- b) Polk County Contract No. 24-202, Amendment 2 to 23-40), Yamhill County Care Organization, Inc. (Rosana Warren, Health Services)
- c) Polk County Contract No. 24-205, Qualifacts Systems, LLC (Rosana Warren, Health Services)

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. The meetings are held in the Board of Commissioners' conference room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m., and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board of Commissioners may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on Every Monday in the Commissioners Conference Room at 850 main Street, Oregon.

The Grand Ronde Sanitary District Board is meeting on December 24, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

The Polk County Board of Commissioners will be holding a Public Hearing on January 8th, 2024 at 9:00 AM and 6:30 PM located at 850 Main St Dallas. The purpose of the Public Hearings is to gather public comments in regards to the consideration of placing a Fairgrounds/Event Center local option tax on the May 13, 2025 ballot.

The Polk County Board of Commissioners will be holding a public meeting on January 8th, 2024 at 9:00 AM located at 850 Main St Dallas. The purpose of the public meeting is to designate a Hearings Officer hold a public hearing and receive the staff recommendation, hear testimony and receive evidence, and make a decision in regards to an application for a Solid Waste Transfer Facility Franchise.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board may schedule it accordingly.

POLK COUNTY BOARD OF COMMISSIONERS
TUESDAY MEETING MINUTES
December 17, 2024

1. At 9:00 a.m., Commissioner Pope declared the Tuesday meeting of the Polk County Board of Commissioners in session and led the Board and attending audience in the Pledge of Allegiance. Commissioner Gordon and Commissioner Mordhorst were present.

2. COMMENTS (for items not on this agenda):

Robert Greenway provided public comment about his stance against the DA's office. Mr. Greenway stated that he recently met with Commissioner Pope and received an email from Commissioner Pope in regards to that meeting and Mr. Greenway read aloud his reply to Commissioner Pope on the record.

3. AGENDA: **COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON
SECONDED TO APPROVE THE AGENDA**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

4. MINUTES:

Commissioner Gordon stated that he would move to approve the minutes but would like there to be a change made to the bottom portion. He would like "Homelessness Alliance" be changed to "PATHS." The other two Commissioners were ok with that change.

**COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST
SECONDED TO APPROVE THE MINUTES OF December 10, 2024
WITH REQUESTED CHANGES**

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. RECOGNITION OF DAVID RAK FOR THE PEOPLE MOVER

The Polk County Board of Commissioners recognized David Rak for building the People Mover for the Polk County Fairgrounds. Mr. Rak was presented with a framed certificate along with a commissioner's coin. The Commissioners also wanted to recognize the following donors:

- Ram Steelco
- Hampton Lumber
- Bonn Roof Care
- Point S Tires – Rickreall
- Rickreall Farm Supply
- Jefferson Truck and Auto

Commissioner Pope read aloud the recognition statement on the certificate. Mr. Rak stated that he was very happy to help with building the people mover and he plans to make some updates to it.

6. NON-LISTED ITEMS - (Pursuant to ORS 192.640, the Board of Commissioners considered the below identified non-listed items.)

None.

Commissioner Pope adjourned the meeting at 9:08 a.m.

Minutes: Nicole Pineda

Approved: December 24, 2024



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services: Public Health Consent Calendar Date: December 24, 2024
Contractor Name: Oregon Health Authority
Address: 635 Capitol Street NE, Room 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: July 01, 2023 Through: June 30, 2024
Contract Amount: \$(35,363.39)

Background:

The County receives funds from the Oregon Health Authority to provide Public Health Services to residents of the County by way of a grant. This contract is the thirteenth amendment to the initial award from the State. The grant award may be modified from time-to-time throughout the fiscal year to reflect changes to funds and/or programs that are made as part of the grant.

Discussion:

This thirteenth amendment removes funding from PE13 Tobacco Prevention and Education Program (TPEP) from FY24 with the intention to roll over funding to FY25. Although this funding roll over is not reflected in this amendment, OHA reassures funding will be added in the upcoming amendment. No other changes noted.

Fiscal Impact:

The total for this amendment is \$(35,363.39) for fiscal year 2023-24, which is expected to be a net zero impact due to funding rolling over into FY25. This funding supports the current programming and staffing levels. The Public Health budget was prepared in anticipation of this funding.

Recommendation:

It is recommended that Polk County sign amendment 13 for IGA 180027 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us

OHA - 2023-2025 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**Agreement #180027**

**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Thirteenth Amendment (this “Amendment”) to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Polk County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Polk County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2024 (FY24) Financial Assistance Award set forth in Exhibit C of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Amendment is effective on **October 1, 2024**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY24 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY24)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

POLK COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Financial Assistance Award (FY24)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Polk County Street: 182 SW Academy, Suite 302 City: Dallas State: OR Zip: 97338-1900	2) Issue Date Tuesday, October 1, 2024	This Action Amendment
		FY 2024
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$111,703.00	\$0.00	\$111,703.00
PE01-10	OIP - CARES	\$138,169.57	\$0.00	\$138,169.57
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE10-02	Sexually Transmitted Disease (STD)	\$162,469.53	\$0.00	\$162,469.53
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$93,277.69	\$0.00	\$93,277.69
PE13	Tobacco Prevention and Education Program (TPEP)	\$175,528.95	(\$35,363.39)	\$140,165.56
PE40-01	WIC NSA: July - September	\$55,416.00	\$0.00	\$55,416.00
PE40-02	WIC NSA: October - June	\$166,250.00	\$0.00	\$166,250.00
PE40-05	Farmer's Market	\$2,000.00	\$0.00	\$2,000.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$3,251.00	\$0.00	\$3,251.00
PE42-04	MCAH Babies First! General Funds	\$10,394.00	\$0.00	\$10,394.00
PE42-06	MCAH General Funds & Title XIX	\$6,100.00	\$0.00	\$6,100.00
PE42-11	MCAH Title V	\$34,599.00	\$0.00	\$34,599.00
PE42-12	MCAH Oregon Mothers Care Title V	\$2,960.00	\$0.00	\$2,960.00
PE42-13	Family Connects Oregon (Inactivate after SFY24 closes)	\$67,305.00	\$0.00	\$67,305.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$25,625.00	\$0.00	\$25,625.00
PE43-05	OIP Bridge COVID	\$23,383.00	\$0.00	\$23,383.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00
PE44-02	SBHC - Mental Health Expansion	\$77,000.00	\$0.00	\$77,000.00
PE46-05	RH Community Participation & Assurance of Access	\$24,234.80	\$0.00	\$24,234.80
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$12,678.00	\$0.00	\$12,678.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$416,895.80	\$0.00	\$416,895.80

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-03	ARPA WF Funding	\$17,461.00	\$0.00	\$17,461.00
PE51-05	CDC PH Infrastructure Funding	\$47,189.63	\$0.00	\$47,189.63
		\$1,735,408.79	(\$35,363.39)	\$1,700,045.40

5) Foot Notes:	
PE01-10	2/2024: Any unspent funds will be rolled over into SFY25.
PE10-02	7/15/2023: Full FY24 award funds may be used in FY24 during the period of 7/1/23-12/31/2023 due to DIS WF federal grant funding being cut by CDC on 12/31/23.
PE10-02	8/2023: Prior Footnote dated 7/15/2023 Null and Void. Full FY24 award funds may now be used in FY24 during the period of 7/1/23-01/31/2024 due to new guidance from the CDC.
PE10-02	02/2024: Budget period extended through 06/30/2024. There will be no additional DIS workforce money available beyond SFY24.
PE10-02	09/2024: All prior footnotes null and void. Unspent SFY24 funds to be rolled over into SFY25.
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	7/2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE43-01	9/2023: Prior Footnote dated 7/2023 Null and Void.
PE43-05	12/2023: Funds are available 7/1/23-12/31/24. Unspent SFY24 funds will be carried over to the first six months of SFY25.
PE43-05	2/2024: Prior Footnote dated 12/2023 Null and Void. Any unspent funds will be rolled over into SFY25.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-01	8/2023: Prior Footnote dated 7/2023 Null and Void
PE51-03	9/2023: Federal funds expire 6/30/24 and will be ineligible for carryover into SFY25.
PE51-03	3/2023: Prior footnote null and void. Federal funds are available through 6/30/25. Unspent funds in SFY24 will be carried over to the next fiscal year.

Comments on following page.

6) Comments:	
PE01-01	8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 funding available 7/1/23-9/30/23 only.
PE01-10	3/2024: Awarding Vaccine Finance Summit travel funds of \$438 to be paid as lump sum upon receipt of invoice. 10/2023: rollover unspent SFY23 funds of \$137,731.57
PE10-02	09/2024: rollover unspent funds of \$27,915.07 into SFY25 11/2023: Rollover of additional unspent SFY23 funds of \$11,000 10/2023: rollover unspent SFY23 funds of \$28,130.60
PE12-01	8/2023: \$350 award for In-Person PHEPR/OHA Meeting and Listening Session Travel Award 8/2023: Prior Comment dated 7/2023 Null and Void 7/2023: SFY24 Award funding for first 3 months only
PE13	10/2024: rollover unspent funds \$35,363.39 into FY25 10/2023: rollover unspent SFY23 funds of \$166,886.10 9/2023: All Prior Comments Null and Void
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. \$11,083 must spent on Nutrition Ed; \$1,659 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$33,250 must be spent on Nutrition Ed, \$4,977 on BF Promotion.
PE40-05	10/2023: Prior Comment dated 7/2023 Null and Void. 7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE42-13	11/2023: SFY24 Nurse workforce development funds of \$10,000 and HDHP funds of \$7,305
PE51-01	9/2024: Rollover unspent funds of \$98,408.20 into SFY25
PE51-05	9/2024: rollover unspent fund of \$25,169.45 into SFY25 7/2023: SFY24 Award Available 7/1/23-6/30/24. Funding total is split over 60 months for the period of 12/1/22-11/30/27.

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2550
Department: Health Services Consent Calendar Date: December 24, 2024
Contractor Name: Yamhill County Care Organization, Inc.
Address: 807 NE Third Street
City, State, Zip: McMinnville, OR 97128
Effective Dates - From: January 01, 2025 Through: December 31, 2025
Contract Amount: \$371,986.56

Background:

Yamhill County Care Organization, Inc. (YCCO) and Polk County have partnered to give Safety Net Services from BH and PH to YCCO members who are residents of Polk County. YCCO reimburses Polk County on PMPM encounter rate for said safety net services and FFS basis at DMAP rates+30% for other billable services.

Discussion:

This second amendment extends the continuation of the partnership between YCCO and Polk County to provide Safety Net Services to YCCO members who are residents of Polk County for an additional year, giving a new term date of 12/31/25. This amendment additionally increases the BH PMPM rates and overall budget due to the increase in YCCO members residing in Polk.

Fiscal Impact:

This amendment awards \$371,986.56 for the next calendar year. It is expected that revenue from this amendment will cover expenses incurred to provide Safety Net Services to YCCO members living in Polk County.

Recommendation:

It is recommended that Polk County sign this second amendment with Yamhill County Care Organization, Inc.

Copies of signed contract should be sent to the following:

Name: Rosana Warren E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____

**SECOND AMENDMENT TO THE LOCAL MENTAL HEALTH AUTHORITY, LOCAL
PUBLIC HEALTH AUTHORITY COORDINATED CARE ORGANIZATION
AGREEMENT**

This Second Amendment to the Local Mental Health Authority, Local Public Health Authority Coordinated Care Organization Agreement (this “Second Amendment”) dated this January 1st, 2025, is entered by and between Yamhill County Care Organization, Inc. dba Yamhill Community Care (“YCCO”) and Polk County, acting by and through its Department of Health and Human Services (“County”).

RECITALS:

- A. YCCO and the County entered into a Local Mental Health Authority; Local Public Health Authority Coordinated Care Organization Agreement dated January 1st, 2023.
- B. The purpose of this Second Amendment is to amend the Local Mental Health Authority, Local Public Health Authority Coordinated Care Organization Agreement effective January 1st, 2025.
- C. Capitalized terms used in this Second Amendment, but not otherwise defined in this Second Amendment shall have the same meaning as those in the Local Mental Health Authority, Local Public Health Authority Coordinated Care Organization Agreement (and corresponding First Amendment) and the CCO Contract, in that order of priority.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- 1. Effective Date. The Effective Date of this Second Amendment shall be January 1st, 2025.
- 2. Term. The Term of this Second Amendment shall be December 31st, 2025.
- 3. Modifications. The original Local Mental Health Authority, Local Public Health Authority Coordinated Care Organization Agreement is hereby amended, modified, and supplemented as set forth in this Second Amendment and incorporated herein by this reference.
- 4. Ratification. Except as expressly amended in writing and signed by both parties, the Local Mental Health Authority, Local Public Health Authority Coordinated Care Organization Agreement is hereby ratified and affirmed and shall remain in full force and effect according to its terms.

Attachment C Compensation

Rates below reflect the amounts YCCO is to pay to Polk County effective 1/1/2025. Payment structure shall be a flat monthly rate. These amounts include:

Category	PMPM	Membership	Annual Budget	Monthly Payment
LMHA/CMHP Safety Net (ORS 430.630 and 414.153 (4) LMHA/CMHP required functions and outlined in this agreement)	\$10.27	2,508	\$309,085.92	\$25,757.16
Mobile Crisis	\$0.60		\$18,057.60	\$1,504.80
Peer/Community Services	\$0.52		\$15,649.92	\$1,304.16
Public Health	\$0.59		\$17,756.64	\$1,479.72
CHA/CHIP	\$0.19		\$5,718.24	\$476.52
Administration fee	\$0.19		\$5,718.24	\$476.52
Total	\$12.36		\$371,986.56	\$30,998.88

The above stated monthly rate does not prohibit the Fee-For-Service billing of covered outpatient services, provided to YCCO members, that fall outside the activities and programs outlined above.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the Execution Date set forth below.

<p>POLK COUNTY BOARD OF COMMISSIONERS</p>	<p>YAMHILL COUNTY CARE ORGANIZATION, INC.</p>
<p>Date: _____</p>	<p>Seamus McCarthy, CEO 807 NE Third Street McMinnville, OR 97128</p> <p>Date: _____</p>



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Rivera Phone Number (Ext): 2550
Department: Health Services Consent Calendar Date: December 24, 2024
Contractor Name: Qualifacts Systems, LLC
Address: 315 Deaderick Street, Suite 2300
City, State, Zip: Nashville, Tennessee 37238
Effective Dates - From: December 01, 2024 Through: March 31, 2026
Contract Amount: \$172,340.32

Background:

Qualifacts Systems, LCC, previously known as Credible Behavioral Health, Inc., is an integrated Behavioral Health Electronic Health Record (EHR) system used in Health Services for business operations, including clinical documentation, medicaid billing, and record management. This is a renewal agreement to contract No. 19-34.

Discussion:

This renewal agreement is a continuation of EHR services currently provided, but replaces the previous business name to Qualifacts Systems, LLC. This agreement also adds the "Unlimited Forms" and "Unlimited Support" features at no additional cost. This agreement also reflects the increase in rates for existing services and add-ons, as outlined in the original agreement, which was set at 2.5% annually after the year 2021. This agreement is valid for 16 months.

Fiscal Impact:

The total funding this agreement is \$172,340.32, which has a neutral impact as the Behavioral Health Services budget was developed in anticipation of this agreement being in place for fiscal year 2024-25.

Recommendation:

It is recommended that Polk County sign the renewal Agreement with Qualifacts Systems, LLC.

Copies of signed contract should be sent to the following:

Name: Rosana Warren Rivera E-mail: hs.contracts@co.polk.or.us
Name: _____ E-mail: _____



QUALIFACTS™

SERVICE ORDER FORM

Customer Name:	Polk County Health and Human Services
Contact Name:	Tammy Welty
Address:	850 Main Street, Dallas, OR 97338
Phone Number:	503-623-9289
Email Address:	welty.tammy@co.polk.or.us
Effective Date:	
Platform:	Credible

This Service Order Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Order Form is made pursuant to, and is governed by, the terms of the Software License and Master Services Renewal Agreement between Vendor and Customer (the "Master Agreement"). Defined terms used but not defined in this Service Order Form are as defined in the Master Agreement.

1. **Software and Services** – Under this Service Order Form, Vendor shall provide the following products and services for Customer, and Customer shall pay the following fees to Vendor for such products and services on the payment dates set forth below.
 - (a) Monthly Recurring Charges for Vendor's Core Software. Monthly charges for the Software set forth in Item No. 1 below will begin on the Term Start Date below.
 - (b) Monthly Recurring Charges for Add-On Products. Monthly charges for all Add On Products will begin on the Term Start Date below. Upon commencement of a Renewal Term, the Sales Price for all Add-On Products shall be automatically adjusted to Vendor's then-current prices for such Add-On Products. Notwithstanding anything to the contrary in the Master Agreement and this Service Order Form, the provision of Add-On Products is at all times subject to Vendors' contractual relationships with the corresponding company.
 - (c) Product Innovation, Implementation Services and Other Non-Recurring Charges. Payment terms and charges for Product Innovation, Implementation Services and Other Non-Recurring Charges are as set forth below.

MONTHLY RECURRING CHARGES FOR CORE SOFTWARE AND ADD-ON PRODUCTS

#	Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
1.	Credible Core Software - Named	December 1, 2024	March 31, 2026	Per Named User*	159	\$53.43	\$8,495.37
Add-On Products:							
2.	Business Intelligence (BI) Advanced Reporting	December 1, 2024	March 31, 2026	Per Block Of 5 Users	1	\$750.00	\$750.00
3.	Credible - EPCS	December 1, 2024	March 31, 2026	Per Prescriber	6	\$40.00	\$240.00
4.	Credible - eRx	December 1, 2024	March 31, 2026	Per Prescriber	6	\$69.00	\$414.00
5.	Credible - PDMP	December 1, 2024	March 31, 2026	Per Customer	1	\$0.00	\$0.00
6.	DSM-5 Classifications	December 1, 2024	March 31, 2026	Per User	130	\$1.25	\$162.50
7.	eFax Services	December 1, 2024	March 31, 2026	Per Transaction	380	\$0.13	\$49.40
8.	Software Escrow	December 1, 2024	March 31, 2026	Per Customer	1	\$100.00	\$100.00

9.	Storage	December 1, 2024	March 31, 2026	Per 50 GB's of Storage	5	\$100.00	\$500.00
10.	Texting Services	December 1, 2024	March 31, 2026	Per Transaction	3,000	\$0.02	\$60.00
Total Monthly Charges:							\$10,771.27

ADDITIONAL MONTHLY RECURRING CHARGES – PRODUCT INNOVATION

Programs	Detail	Start Date of Product Innovation Increases	Increase Amount
Product Innovation Allocation – Vendor's Core Software Users	Item 5(f) of the Software License and Master Services Agreement	At month 13 from the Term Start Date and each year annually thereafter	2.50 % of Vendor's Core Software Users Monthly Per User fees set forth in Item No. 1, above.

Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Users/Prescribers for that month, provided, however that Vendor's Core Software actual users that exceed contracted user counts in a given month will be invoiced at 105% of current sales price.

OTHER NON-RECURRING CHARGES

Detail	Service	Invoice Date	Quantity	Sales Price	Fee
11.		Upon Effective Date			
	Subtotal Non-Recurring Charges	Upon Effective Date			\$ 0.00
	Subtotal Implementation Services	See Terms Above			
	Grand Total Implementation Services and Non-Recurring Charges	See Relevant Option Above			\$0.00
12.	Professional Services (Post-Project)	As Incurred			Dependent on service delivered
13.	Travel Expenses	As Incurred (travel expenses not included in implementation fee listed above)			Actual

PRODUCT DESCRIPTIONS

- Credible Core Software Named** – Core Software is the web-based Behavioral Health enterprise management application, hosted and maintained by Vendor for the Customer. Customer is responsible for managing Active and Inactive Named Users on a monthly basis. Part-Time Users must be declared as such by Customer in the employee profile for that Named User. "Part-Time User" means a Named User who works less than 15 hours per week and only accesses the Software a few times during a shift. Should Customer purchase any module and/or feature requiring unique Named User counts (e.g. eLabs, Credible ePA, Credible eRx, Wiley Treatment Planners, etc.), Customer assumes all responsibility for managing its Named User counts. Five test Named Users are excluded from Customer Named User counts. Test Named Users must provide their full names. Customer is responsible to leverage the employee tracking capability in the data dictionary to properly document full-time, part-time, read-only, and test Named Users. In addition, Customer recognizes Vendor's need to create test Named Users in Customer's domain. Customer will not be billed for Test Named Users created by Vendor. Named User fees are billed based on the number of peak Named Users with active login credentials during the applicable month. Part-Time Users are treated as 50% Named Users for billing purposes. For purposes of this Service Order Form, The Vendor reserves the right to audit the system for Customer's compliance with these definitions and Customer will be responsible for any financial ramifications

associated with non-compliance. Vendor's normal business hours are 8:30 AM – 8:00 PM Eastern time. "Customer Training" means Train the Trainer and will be further documented in the Project Plan.

****Includes: Unlimited support, unlimited forms and form building, billing module, secure hosting, testing module, and training environment.**

2. **Business Intelligence (BI) Advanced Reporting** - BI provides Customer with a fully configurable reporting tool with the ability to create custom reports, dashboards, and graphical reporting functionality. With BI, the entire Customer can be viewed at a glance and all Customer data may be compiled from various sources into customized dashboards. In addition, Customer will have the flexibility to format Customer information. Conditional forms and formatting make it easy to draw attention to what is important. Customer will have the capability to analyze data at rapid speed. Vendor's instinctive reporting capability allows for in-depth analysis with no barriers.
- Prior to activation of the BI module, Vendor requires a minimum of one (1) Customer staff to be trained through the Admin level on BI. There are trainings held at a minimum quarterly, attended by multiple Customers, and occur virtually.
 - BI Training fees for one individual is included in the BI Module one-time fee.
 - BI is purchased as a block of 5 users. Usage will be monitored on a monthly basis. If Customer exceeds purchased block of users then Customer will be required to purchase another block of users with a Service Change Form Amendment.
 - Invoicing for BI will begin upon completion of Customer's (1) staff members training. For avoidance of doubt, invoicing will begin the earlier of completion of one (1) member training or from the Term Start Date of the Service Change Form or the 30days from the initial system Go-Live date.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 30 days following the Term Start Date in this order form for this product or (iii) 30 days after the initial Go-Live Date for the Software.

3. **Credible - EPCS** – DEA certified EPCS provides for all of the functionality and capabilities of Credible's eRx Module, as well as real-time prescribing of controlled dangerous substances. Additional fees apply for state-specific functionality.

Due to regulatory requirements, EPCS Module requires two-factor authentication for Prescribers in order to electronically prescribe controlled and dangerous substances.

- The first level of authentication is completed through an on-line Identity verification process. This requires a hard token for ID Proofing. With the purchase of EPCS, a hard token that has a unique identifier is provided. An additional fee applies for additional replacement hard tokens. This hard token can be registered to an individual Prescriber at the end of a successful Identity verification process. The Prescriber does not have to wait until the Customer is in receipt of the hard token to proceed with prescribing.
- Prescribers can complete the second level of authentication through the use of a soft token made available via smartphone app (iOS and Android) or a hard token.
- Replacement of hard tokens used for dual factor authentication is charged additional at the rate of \$40.00 and will appear on monthly invoiced as required.

Customer adds Prescribers through a support ticket and is also required to submit a ticket for the removal of a Prescriber. Failure to submit a ticket for removal of Prescriber will result in continued monthly charges of Prescriber. A Prescriber is not pro-rated and can take up to two invoicing cycles for usage to be removed. In addition to the support ticket for removal, Customer is also required to deactivate the Prescriber in Credible.

Customer is also required to clean up the Prescriber medications within the module. There is a \$500 fee assessed if Customer requires the assistance of Vendor.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 60 days following the Term Start Date in this order form for this product or (iii) 60 days after the initial Go-Live Date for the Software.

4. **Credible - eRx** – Credible eRx provides electronic prescription capability. Fully integrated into Vendor's software, Credible eRx allows Customer's licensed Prescribers to electronically document all prescriptions while providing paper or electronic scripts. Credible eRx is SureScripts[®] certified; and provides for:

- Fully integrated drug database,
- Reduced medication errors utilizing Tallman Lettering,
- Monographs, Contraindications, Drug/Drug interactions, Drug/Allergy interactions,

- Generic equivalents, recommended dosage, and Prescriber favorites,
- Electronic submission to pharmacies, and
- Prescription Eligibility. In addition to the above, Enhanced Credible eRx Services include:
- X12N 005010X92A1 Eligibility transactions (270/271),
- Prescription History (RXHREQ/RXHRES), and
- NCPDP Formulary and Benefit Load version 1.0.

Identity Proofing: In accordance with Surescripts requirements, Vendor implements additional policy and software controls on the e-prescribing process. This process is called Identity Proofing – This process is critical to verify that all Prescribers are who they claim to be and are authorized by law to access and use the type of information for which access is granted (e.g., for e-prescribing). Identity Proofing is completed in accordance to the National Institute of Standards and Technology (NIST) Level of Assurance (LOA) 3 outlined in the NIST 800-63 (v2) standard.

Clinic Locations: Clinic locations within Credible's eRx control both the assignment of Prescribers to locations from which prescriptions may be transmitted, and (if applicable) the association of "X" DEA numbers for clinics where the Prescriber may perform Medication Assisted Treatment. For each clinic location assigned to a Prescriber, that Prescriber can be given rights to create "New" prescriptions, accept "Refill" requests from pharmacies, send "Cancel" messages to pharmacies upon discontinuance, etc. Each clinic location assigned to a Prescriber will be automatically registered with Surescripts, and a unique Surescripts Provider Identifier (SPI) number will be provided for each assignment. The address and phone number of the location selected on the Rx Finalize page will be printed on the prescription, as well as sent to the pharmacy electronically.

Disclaimer

- Information presented through Credible eRx with regard to formularies, eligibility, and medication history is data provided and transmitted by various Pharmacy Benefit Management (PBM) entities. Vendor cannot assure the accuracy of this data.
- Customer is responsible for obtaining Release of Information for each client prior to activating the "PBM Medication History" functionality.
- Customer is responsible for deactivating Credible eRx user rights.

Customer adds Prescribers through a support ticket and is also required to submit a ticket for the removal of a Prescriber. Failure to submit a ticket for removal of Prescriber will result in continued monthly charges of Prescriber. A Prescriber is not pro-rated and can take up to two invoicing cycles for usage to be removed. In addition to the support ticket for removal, Customer is also required to deactivate the Prescriber in Credible.

Customer is also required to clean up the Prescriber medications within the module. There is a \$500 fee assessed if Customer requires the assistance of Vendor.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 60 days following the Term Start Date in this order form for this product or (iii) 60 days after the initial Go-Live Date for the Software.

5. **Credible - PDMP** - Prescription drug monitoring program (leverages Bamboo, formally Appriss) to allow prescribers to be able to see controlled use substances a patient is taking. Customer will have direct relationship with Third Party vendor.
6. **DSM-5 Classifications** – The DSM-5 is a classification of mental disorders developed by the American Psychological Association ("APA") and used by psychiatrists, psychologists, and clinicians to identify symptoms and related diagnostic criteria, as well as match the identified related disorder to an ICD code.
 DSM-5 descriptions are supported by both ICD-9 and ICD-10 codes. The DSM-5 utilizes Codes and Disorder Names only.
 A DSM-5 "User" is defined as any active employee with the ability to add a diagnosis, update a diagnosis, or add a diagnosis form.
 Vendor strongly recommends that Customer review and update their current user settings accordingly to avoid paying for unnecessary users.
 If Customer's payers require DSM-5 classifications, an additional DSM-5 licensing agreement shall be executed by Customer prior to activation.
7. **eFax Services** – eFax and Visit Print Templates: Vendor provides the capability to electronically fax Client Visit Details and Templates to other entities. Fax cover sheets are included in this functionality. Configuration is required. Additional fees apply.
8. **Software Escrow** - Provides Vendor's source code with a professional software escrow company for utilization by Customer if ever required.
9. **Storage** – Storage is to be stored within the system for attachments; this includes documents that are scanned and attached to records. Customer will be billed \$100 per month for each 50GB of storage space.

Note: Customer is responsible for provisioning the module so that only the properly authorized users have access and management of the content within the scanned documents.

10. **Texting Services – Appointment Reminders Functionality via E-mail and Texting:** Vendor provides full outbound texting functionality for appointment reminders. The source phone number is provided by Vendor. Additional fees apply for texting. Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 30 days following the Term Start Date in this order form for this product or (iii) 30 days after the initial Go-Live Date for the Software.

11.

POLK COUNTY HEALTH AND HUMAN SERVICES

By: _____
Print: _____
Title: _____
Date: _____

QUALIFACTS SYSTEMS, LLC

By: Jeremy Landa
Print: Jeremy Landa
Title: CFO
Date: Dec 19, 2024



SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

Customer Name:	Polk County Health and Human Services
Contact Name:	Tammy Welty
Address:	850 Main Street, Dallas, OR 97338
Phone Number:	5036239289
Email Address:	welty.tammy@co.polk.or.us
Effective Date:	
Platform:	Credible

This Software License and Master Services Agreement (this "Agreement") is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick St., Suite 2300, Nashville, Tennessee 37238, and the Customer identified above.

1. Definitions. Capitalized terms used and not defined in this Agreement or in a Service Order Form have the meanings set forth below and in the Definitions.

(a) **Affiliate.** "Affiliate" means, with respect to a particular person or entity, another person or entity that directly or indirectly controls, is controlled by or is under common control with that particular person or entity by another person or entity. For this definition, "control" means the ability to direct the management and policies of another person or entity, either through ownership, by contract, or by law.

(b) **BAA.** "BAA" means the business associate agreement, attached hereto as Exhibit A and incorporated herein and made a part of this Agreement.

(c) **Billing Commencement Date.** "Billing Commencement Date" means the earlier of the actual completion of Customer training or the scheduled date for completion of Customer training that is set forth in the Project Plan (as adjusted for any delays not caused by Customer).

(d) **Customer Data.** "Customer Data" means any of Customer's information, documents, or electronic files that are provided to Vendor hereunder.

(e) **Documentation.** "Documentation" means any online or printed user manuals, functional specifications attached to this Master Agreement or Statements of Work that are provided to Customer by Vendor, and any derivative works of the foregoing.

(f) **Error.** "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(g) **Go-Live Date.** "Go-Live Date" means the moment in time that Customer first logs into the Software for actual clinical documentation or file review/access for the purpose of clinical and/or billing functionality.

(h) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services, all as amended from time to time.

(i) **Implementation Scope.** "Implementation Scope" means the scope of services and project duration, described in the Service Order Form, that is included in the implementation price for the Customer implementation. The Implementation Scope will be determined by Vendor based on the scope that it deems appropriate for an organization with Customer's size and lines of business.

(j) **Named User.** "Named User" means a named individual to whom Customer has granted access to use the Software on Customer's behalf.

(k) **P1 Error.** "P1 Error" means an Error in the Software that (i) causes all of Customer's Named Users at a location or facility to

be unable to access or use any of the critical functions of the Software, and for which no workaround is available or (ii) an Error in the Software that poses a material risk of a Breach of PHI that is Unsecured Protected Health Information (as defined in the BAA).

(l) **P2 Error.** "P2 Error" means an Error in the Software that causes either (i) some of Customer's Named Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of Customer's Named Users at a location or facility, in either case where there is no workaround available.

(m) **P3 Error.** "P3 Error" means an Error in the Software is not a P1 Error or P2 Error.

(n) **Product Enhancements.** "Product Enhancements" means any new features, new modules, or other extensions or modifications of the Software requested by Customer and developed by Vendor pursuant to a Service Order Form or Service Change Form. "Product Enhancements" does not include new features, new modules, or extensions or modifications of the Software to the extent incorporated into a general Update.

(o) **Service Order Form.** "Service Order Form" means a document signed by authorized representatives of both parties and itemizing the Software and services purchased by Customer thereunder.

(p) **Software.** "Software" means those computer programs designated on one or more Service Orders Forms or Service Change Forms to be provided to Customer by Vendor hereunder, including any Product Enhancements and Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.

(q) **Support.** "Support" means the ongoing services by Vendor to support the Software as defined in Section 3 below.

(r) **Update.** "Update" means any patch, bug fix, release, version, modification or successor to the Software.

2. License

(a) **License.** During the Term and subject to the terms and conditions of this Agreement, Vendor hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Named Users for which Customer has paid in accordance with the applicable Service Order Form or Service Change Form, and to Customer's external auditors to the extent required to perform an audit of Customer or its facilities. All rights in and to the Software not expressly granted herein are reserved to Vendor.

(b) **License and Use Restrictions.** Customer shall not, directly, indirectly, alone, or with another party, (i) copy,



disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party; (iv) take any action or omit to take any action constituting information blocking as defined in 42 U.S.C. § 300jj-52 and regulations thereunder in connection with this Agreement, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(c) **Customer Feedback.** Vendor shall have, and Customer hereby grants to Vendor, a perpetual, worldwide, transferable, sublicensable, irrevocable, royalty-free right and license to use, modify, or incorporate into the Software, Support, Product Enhancements, or any other Vendor products and services any ideas, suggestions, enhancements, recommendations, or other feedback provided by or on behalf of Customer.

(d) **Customer Data.** Customer owns all right, title and interest in the Customer Data. Customer hereby grants to Vendor, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the Software and for providing benchmarking services and reports that do not uniquely identify Customer. Vendor shall not use the Customer Data except as necessary to perform its obligations hereunder or otherwise permitted or required by this Agreement, including the BAA.

(e) **Named Users; Security.** Customer is solely responsible for maintaining the security of all usernames and passwords granted to it or its Named Users, for the security of its information systems used to access the Software, and for its users' compliance with the terms of this Agreement. Vendor has the right at any time to terminate access to any user if Vendor reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Vendor's network.

3. Support and Training

(a) **Services Generally.** Except as set forth herein, Vendor shall provide services and support as specified on the applicable Service Order Form or Service Change Form. Support does not include, and Vendor is not obligated to provide services for, (i) development of Product Enhancements, or (ii) any Service Change (as defined in Section 4(b) below).

(b) **Updates.** Vendor shall deliver to Customer any Updates of the Software at no charge unless the Update includes third party components for which additional charges apply.

(c) **Customer System Administrators.** Customer shall at all times have at least one and no more than five designated Customer System Administrators, who will be the primary points-of-contact between Vendor and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Vendor.

(d) **Support Procedures.** Customer shall route all Software-related support questions to a Customer System Administrator. If the Customer System Administrator is unable to resolve the issue, then the Customer System Administrator may contact Vendor for support. Support is available during normal business hours as set forth in the Service Order Form. After-hours telephone support is available to Customers for P1 Errors.

(e) **Error Response Times.** In the event of a P1 error, Vendor shall provide a preliminary response to Customer within 60 minutes of its awareness of the Error and shall use its reasonable efforts to provide updates to Customer every three hours until the Error is resolved. In the event of a P2 Error, Vendor shall provide a

preliminary response to Customer within 4 hours during normal business hours or by 10 AM Central Time the next business day if reported after normal business hours. In the event of a P3 Error, Vendor shall provide a preliminary response to Customer within one business day of its awareness of the P3 Error and shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved.

(f) **Error Correction Times.** Vendor shall use commercially reasonable efforts to correct all Errors. For P1 Errors, Vendor shall use its best efforts to correct the P1 Error or provide a reasonable workaround within 4 hours of its awareness of the P1 Error. For P2 Errors, Vendor shall use its best efforts to correct the P2 Error or provide a reasonable workaround within 3 business days of its awareness of the P2 Error. Customer shall provide such access, information, and support as Vendor may reasonably require in the process of resolving any Error.

(g) **Support Exclusions.** Vendor is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Vendor's firewall, but not excluding failures or defects of Vendor's connectivity or hosting vendors);

(iii) Customer's use of the Software other than in accordance with the Software's documentation; or

(iv) a Force Majeure Event.

(h) **Support Fees.** Vendor has the right to bill Customer at its standard services rates for any support issues excluded by Section 3(g) above.

(i) **Hosting Service Levels.** Vendor shall provide hosting for the Software. Provided that Customer is current with respect to all amounts owing to Vendor hereunder, Vendor shall comply with the following service level agreement with respect to the production environment:

(i) Vendor shall provide Customer with Software availability ("Uptime") of at least at 99% during any calendar month beginning the first full calendar month after the Go-Live Date, calculated on a monthly basis and subject to the exceptions below.

(ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that Customer or its Named Users cannot access the Software on Vendor's servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Vendor's firewall), (d) unplanned maintenance to implement urgent security patches or to address other urgent information security matters, or (e) a Force Majeure Event.

(iii) "Scheduled Maintenance" means any planned maintenance by Vendor that might cause the Software to be unavailable to Customer or its Named Users. Vendor shall not perform Scheduled Maintenance between the hours of 7:00 AM and 9:00 PM Central Time. Vendor shall make



commercially reasonable efforts to notify Customer by e-mail at least 3 business days in advance of any Scheduled Maintenance.

(iv) For any calendar month in which Uptime is less than 99%, Vendor shall issue a credit (a "Service Level Credit") against Customer's next invoice in an amount determined according to the following percentages of monthly recurring charges for the affected Software (excluding any one-time fees that Customer is paying on a monthly amortized basis):

Uptime	Credit
At least 90% but less than 99%	5%
At least 80% but less than 90%	25%
Less than 80%	50%

(j) Limitation of Remedies. Correction of Errors as defined in this Agreement and the Service Level Credits as set forth above are Customer's sole remedies for any Errors in the Software or any failure by Vendor to meet the Uptime commitment set forth herein, except for the termination remedy set forth in Section 6(c) below.

(k) Training. Vendor shall provide training as specified on the applicable Service Order Form or Service Change Form.

4. Implementation

(a) Project Plan. Upon execution of the Service Order Form, the parties shall create and agree upon a plan in writing that is consistent with the Implementation Scope for the completion of the project (the "Project Plan"). Vendor and Customer shall develop and implement the Software in accordance with this Project Plan.

(b) Service Changes. Customer may request changes to a Service Order Form or Project Plan by delivering a written statement of the desired changes (a "Service Change Request"). Upon receipt of a Service Change Request, if Vendor is willing to consider implementing the changes, Vendor shall prepare a written statement including any estimated impact of the requested change on costs and on the Project Plan (a "Service Change Form"). Once a Service Change Form has been executed by authorized representatives of both parties, then Vendor shall develop or implement the Software in accordance with the original Service Order Form as amended by the Service Change Form, and the executed Service Change Form will be deemed an amendment to, and a part of, the Service Order Form to which it relates. For further clarification, Vendor is not obligated to implement changes to a Service Order Form other than pursuant to a Service Change Form executed by authorized representatives of both parties.

(c) Adjustments for Customer Delays. The Implementation Scope and Project Plan are based on Vendor's determination of best practices for a successful implementation. If Customer wishes to delay the implementation due to no fault of Vendor, Vendor may begin invoicing Customer on the Billing Commencement Date. Customer acknowledges that if an implementation is delayed, Vendor may redeploy the current project team to another implementation and cannot guarantee the same team will be available to return to the project once it resumes. Additionally, if through no fault of Vendor, the timeline exceeds what was specified in the Implementation Scope, Vendor will prepare a Statement of Work for the remaining time required and Customer shall pay for the additional hours at the then current time and materials rates.

(d) Product Enhancements.

(i) Customer may request Product Enhancements, and Customer shall pay for the development of any Product Enhancements that Vendor agrees to develop. Vendor is not obligated to develop any Product Enhancements except pursuant to a mutually-agreed upon Service Order Form, Service Change Form or Statement of Work specifying the Product Enhancements to be developed and any applicable pricing, if other than standard time and materials.

(ii) Upon execution of a Service Order Form, Service Change Form or Statement of Work specifying Product Enhancements, the parties shall adhere to the process set forth in this Section for designing, developing, implementing, and testing the Product Enhancements.

(iii) At no charge to Customer, Vendor shall modify the Software to implement any changes mandated by Federal regulatory changes that are applicable to all customers.

(iv) To the extent that a Customer requires a modification to the Software to implement changes mandated by a payor or MCO, that modification will be treated as a Product Enhancement for all affected customers, and Vendor shall provide that Product Enhancement at its then current time and materials rates, and Customer and all other customers affected by that same change shall pay an equal pro rata portion of the total cost.

5. Financial Terms

(a) Fees. In return for the products, services and licenses provided by Vendor to Customer hereunder and pursuant to the applicable Service Order Form or Service Change Form, Customer shall pay to Vendor the fees in the amount and on the schedule set forth on the Service Order Form or Service Change Form. Unless specified to the contrary on a Service Order Form or Service Change Form, monthly recurring fees will commence upon the Billing Commencement Date; if the Billing Commencement Date is not the first of the month, the fees for that month will be pro-rated based on the number of days remaining in that month. Fees for add-on modules will commence upon the Go-Live Date for each such module. All dollar amounts refer to U.S. dollars.

(b) Expenses. Customer shall reimburse Vendor for its reasonable and necessary expenses (including travel and travel-related expenses).

(c) Billing Practices. Vendor bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises that require travel of more than 50 miles, Customer shall pay for a minimum of 8 hours for each such day of services, plus travel time.

(d) Payment Terms. Vendor shall invoice Customer monthly in advance for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. Customer shall pay all Vendor invoices within 30 days of the invoice date. If Customer is delinquent in payment of any portion of an invoice that it has not disputed in good faith, Vendor may, in addition to other remedies it may have, including termination, limit any or all of Customer's Named Users to read-only access to the Software. Customer agrees to pay interest on delinquent amounts at the rate of one and one half percent (1½%) per month (or, if lower, the maximum amount permitted by law) that a payment is overdue. If Vendor takes any legal action to collect on delinquent amounts, Customer shall reimburse Vendor for its actual costs incurred in pursuing such action, including but not limited to legal fees and court costs.

(e) Taxes. Customer shall pay or shall reimburse Vendor for all sales taxes and other taxes, however characterized by the



taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of Customer's use of the Software, except for any taxes based upon Vendor's net income or gross receipts or for any franchise or excise taxes owed by Vendor. If Customer is a tax-exempt organization, then, upon Vendor's receipt of proof of such status, then Vendor shall not charge Customer for any taxes from which Customer is exempt.

(f) Product Innovation Increases. In order to support Vendor's ongoing research and development of the Software, commencing 12 months from the Term Start Date, Customer's Monthly Recurring Charges will automatically increase on an annual basis by 2.50 % of the monthly Software enterprise fee.

6. Term and Termination

(a) Term. This Agreement commences on the Effective Date hereof and will continue for an initial term of 16 months from the latter of the Effective Date or the Term Start Date set forth in the initial Service Order Form (the "Initial Term"). Thereafter, this Agreement will automatically renew for an unlimited number of 12 month renewal terms (each, a "Renewal Term"), unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term. The "Term" of this Agreement shall be the Initial Term and any Renewal Terms.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

(ii) in the case of Vendor, immediately upon any breach by Customer of Section 2(b) above;

(iii) if the other party has committed any other material breach of its obligations under this Agreement (including, without limitation, the BAA) and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) Termination for Repeated SLA Violations. If Vendor fails to achieve the Service Level Agreements specified in Section 3(i) above for any 3 consecutive months, or for any 6 months during any 12 consecutive month period, then Customer has the right to terminate this Agreement on 90 days prior written notice delivered at any time during the 60 day period immediately following the month in which the termination right first arises.

(d) Obligations Upon Termination. Upon termination of this Agreement:

(i) To the extent that Customer has not obtained an electronic copy of its Customer Data through any export functionality of the Software and requests an electronic copy of its Customer Data within 30 days of termination, then Vendor shall send Customer an electronic copy of its Customer Data in a structured file export within 30 days of receipt of the request and Customer shall pay Vendor a fee for such export of \$150 per hour;

(ii) Vendor shall immediately terminate access to the Software by Customer and its Named Users; and

(iii) if the Agreement is wrongfully terminated by Customer, or if Vendor terminates the agreement due to a breach by Customer, then, in addition to any other remedies that may be available to Vendor, Customer shall pay Vendor a termination fee equal to the then current minimum monthly recurring fees multiplied by the number of months remaining in the then current term.

7. Confidentiality

(a) Definition of Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

(b) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is:

(i) readily discernible from publicly-available products or literature; or

(ii) approved for disclosure by prior written permission of an executive officer of the disclosing party; or

(iii) protected health information, as defined under HIPAA (because such information is subject to the provisions of the BAA).

(c) Confidentiality of Confidential Information. Each party receiving Confidential Information from the other party shall maintain the confidentiality of the Confidential Information. The receiving party shall only use or disclose to any third party the disclosing party's Confidential Information (i) for Vendor or Customer to perform its obligations or exercise its rights under this Agreement and when the third party is required to protect the confidentiality of the Confidential Information, (ii) in accordance with Section 7(d) or 7(e), or (iii) with the disclosing party's express written authorization.

(d) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Communications. Notwithstanding anything to the contrary, this Agreement shall not be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification at 45 C.F.R. § 170.403(a). Further, Customer shall not impose any prohibition or restriction on any third party that



prohibits or restricts any communication in a manner that violates the Condition of Certification.

(f) Return of Information. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(g) Survival. The parties hereto covenant and agree that this Section 7 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information described in Section 7(a)(A), with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

8. Indemnification

(a) Indemnification. Each party shall indemnify the other, the other's Affiliates, and all of their stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unAffiliated third party (i) alleging that the use in accordance with this Agreement of the Software or the services infringes or misappropriates any intellectual property rights of the unAffiliated third party (only in the case of Vendor as the indemnifying party), (ii) alleging that Vendor's use of the Customer Data, in accordance with this Agreement, infringes or misappropriates any intellectual property or privacy rights of the unAffiliated third party (only in the case of Customer as the indemnifying party), (iii) alleging negligent or other improper acts or omissions in the provision of health care items or services to patients (only in the case of Customer as the indemnifying party); or (iv) that arises or is alleged to have arisen solely out of the intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the Software becomes the subject of such a claim of infringement then Vendor may, at its option: (x) procure for Customer the right to use the Software free of any liability for infringement; (y) replace or modify the Software to make it non-infringing but with reasonably comparable functionality; or (z) if Vendor determines that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Customer for the affected Software. Furthermore, Vendor has no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by Vendor.

(b) Indemnification Process. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent

that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

(c) Sole Remedy. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party relating to the matters subject to indemnification.

9. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, VENDOR DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY VENDOR, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. VENDOR MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. VENDOR HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY ERROR CONSTITUTING A BREACH OF THIS AGREEMENT BY VENDOR ARE (i) CORRECTION OF ERRORS AS SET FORTH HEREIN, (ii) IF APPLICABLE, THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH, AND (iii) APPLICATION OF ANY APPLICABLE SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT.

(d) EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, VENDOR'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO VENDOR BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.



10. General

(a) Ownership of Intellectual Property. Vendor owns all right, title and interest in and to the Software and Documentation as well as all Vendor trademarks and intellectual property rights in connection therewith. To the extent that such rights do not automatically vest in Vendor as works made for hire, Customer hereby assigns any and all right, title and interest, including any intellectual property rights, it may have or acquire with respect to the Software and Documentation, and Customer agrees, at Vendor's expense, to take any and all actions reasonably requested by Vendor to secure such rights for Vendor. Customer shall not challenge Vendor's ownership of the Software or Documentation nor any part thereof.

(b) Promotional Materials. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the Software.

(c) Non-Solicitation. Customer shall not, during and for 2 years after the termination or expiration of this Agreement, by either party and regardless of reason, hire or attempt to hire, directly or indirectly, any person who, during the previous twelve months, was an employee of Vendor. If Customer breaches this paragraph, Customer shall pay Vendor liquidated damages in the amount of six months of the employee's gross compensation. The preceding liquidated damages remedy is in addition to, and not in lieu of, any other remedy that Vendor may have in law or in equity.

(d) No Penetration Testing. Customer acknowledges and agrees that certain laws prohibit any unauthorized attempt to scan, test, or penetrate Vendor's computer systems. In no event shall Customer or any third party acting on its behalf conduct any testing, penetration testing, "white hat" hacking, scanning, or intrusion or attempted intrusion into Vendor's system(s), platform, software, and/or information technology security processes ("Testing") without the express prior written consent of an authorized officer and General Counsel of Vendor in each instance.

(e) Authorized Access to Software and Documentation. Customer shall not retain the services of any Competitor or its Affiliates and Customer shall not allow any such Competitor or its Affiliates to access, directly or indirectly, the Software and Documentation. For purposes of this Agreement, (i) "Competitor" means any person or entity who has an ownership interest in, serves as a managing director of, or is engaged or employed by or in a Competing Business, and (ii) "Competing Business" means the business of developing, marketing, distributing, licensing, offering or selling software and related services to behavioral health care providers, including but not limited to software, software as a service, and mobile applications for delivering digital solutions to facilitate clinical treatment, scheduling, billing, forms management, e-prescribing, electronic communications, with laboratories, mobile/field, reporting, data management or related functions.

(f) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the obligations of the other party (the "Performing Party") under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party (including, but not limited to, any natural or human-made disaster, public health emergency, public safety incident, war, terrorist attack, civil insurrection, strike or other labor unrest, telecommunication or internet service interruption, or act of military, civil, or regulatory authority), and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able

to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds and does not excuse Customer's non-payment of amounts due under this Agreement. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(g) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Vendor. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(h) Notices. Notices under this Agreement shall be in writing and sent to Vendor at Attn: Chief Financial Officer, Qualifacts Systems, LLC, 315 Deaderick St., Suite 2300, Nashville, Tennessee 37238, and to Customer's Contact at the address as set forth at the top of page one of this Agreement. Such notices shall be deemed given (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

(i) Nature of Relationship. Vendor shall perform this Agreement as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their Affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

(j) Governing Law; Venue. The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Except as set forth in Section 10(k) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Nashville, Tennessee; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(k) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Nashville, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction



thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party.

(l) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(m) Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

(n) Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(o) Entire Agreement. This Agreement (including, without limitation, the BAA) and any Service Order Forms, Service Change Forms and Statements of Work hereunder, constitute the final agreement between the parties. In the event of any conflicts between this Agreement, a Service Order Form, a Service Change Form and/or a Statement of Work, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. To the extent of any conflict between a provision of the BAA and any other provision of this Agreement, the BAA provision shall control. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except

for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. Further, by executing this Agreement and any Service Order Form or Service Change Form, the parties expressly acknowledge and intend that the terms contained in such documents related to the content and manner of a request for access, exchange, or use of electronic health information, including any and all terms related to fees, reflect the parties' mutual agreement (in an arms' length transaction without coercion) and meet the "content" and "manner requested" conditions of the Content and Manner Exception at 45 C.F.R. §§ 171.301(a) and (b)(1), respectively.

(p) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. Notwithstanding the foregoing, in the event that Vendor reasonably determines that a change in a statute, regulation or other law requires an amendment to this Agreement, then Vendor may amend this Agreement as necessary to bring this Agreement into compliance with the law by delivering written notice to Customer. The amendment shall be effective upon the earlier of the effective date of the change in law or a date at least 60 days after delivery of the written notice. In the event that Customer objects to the amendment, Customer may terminate this Agreement upon 60 days advance written notice to Vendor unless Vendor agrees to withdraw the amendment.

(q) No Third Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.

(r) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 9, and 10 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(s) No Federal Claims. Both parties agree that the Software is proprietary operating/vendor software as that term is used in of 45 CFR 95.617(c) and is not subject to any state or federal claims or rights.

(t) Counterparts. This Agreement may be executed and delivered by facsimile or other electronic means in separate counterparts, each of which shall constitute an original, but all such counterparts shall constitute one and the same instrument. Manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

(u) Authorized Representatives. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.



**POLK COUNTY HEALTH AND HUMAN
SERVICES**

By:

Print:

Title:

Date:

QUALIFACTS SYSTEMS, LLC

By: *Jeremy Landa*

Print: Jeremy Landa

Title: CFO

Date: Dec 19, 2024



Exhibit A
BUSINESS ASSOCIATE AGREEMENT
AND (IF APPLICABLE) QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. **Status of Parties under HIPAA and Part 2.** The parties acknowledge and agree that Customer is a Covered Entity or is a Business Associate to one or more Covered Entities under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, and together with the Health Information Technology for Economic and Clinical Health Act, all as amended from time to time, "**HIPAA**") and Vendor is a Business Associate under HIPAA when Vendor performs services involving the creation, receipt, maintenance, transmission, use, or disclosure of PHI for or on behalf of Customer (the "**Services**"). If the Services involve Substance Use Disorder Records of any Customer operations that constitute a program (the "**Part 2 Program**") as defined in the federal alcohol and drug rehabilitation regulations at 42 C.F.R. Part 2 ("**Part 2**"), then Vendor also will be a Qualified Service Organization (as defined at 42 C.F.R. § 2.11).

2. **Definitions.**

2.1 Capitalized terms used but not otherwise defined in this Exhibit shall have the meanings ascribed in HIPAA or Part 2, as applicable (whether or not such terms are capitalized therein).

2.2 "**Effective Date**" means the date indicated on the signature page of this Agreement or, if later, the first date upon which Vendor receives, accesses, creates, transmits, or maintains PHI.

2.3 "**Electronic PHI**" means PHI that is Electronic Protected Health Information.

2.4 "**PHI**" means Protected Health Information received or accessed by Vendor from or on behalf of Customer or created, transmitted, or maintained by Vendor for or on behalf of Customer.

2.5 "**Substance Use Disorder Records**" means the subset of PHI that constitutes Records (as defined at 42 CFR § 2.11) (if any).

3. **Permitted Uses.** Subject to the restrictions set forth in this Exhibit regarding Substance Use Disorder Records, and subject to the other limitations set forth in this Exhibit or in other provisions of this Agreement, Vendor may use PHI for the following purposes:

- (i) as necessary to perform the Services;
- (ii) to carry out its legal responsibilities;
- (iii) for the proper business management and administration of Vendor;
- (iv) to provide Data Aggregation services relating to the Health Care Operations of Customer;

(v) to de-identify PHI in accordance with the standards set forth under HIPAA;

(vi) as Required By Law.

4. **Permitted Disclosures.** Subject to the restrictions set forth in this Exhibit regarding Substance Use Disorder Records, and subject to the other limitations set forth in this Exhibit or other provisions of this Agreement, Vendor may disclose PHI for the following purposes:

(i) as necessary to perform the Services;

(ii) for the proper business management and administration of Vendor or to carry out its legal responsibilities, if Required By Law or if Vendor has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify Vendor of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached; and

(iii) as otherwise Required By Law.

5. **Prohibited Uses and Disclosures.**

5.1 Subject to Customer's compliance with its obligations set forth in Section 18 as applicable and except as otherwise expressly permitted in this Agreement, Vendor shall not use or further disclose PHI in a manner that would violate HIPAA or Part 2 (if applicable) if done by Customer.

5.2 If Customer notifies Vendor that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 18, Vendor shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

5.3 Vendor shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to Vendor by Customer for performance of the Services.

6. **Subcontractors and Agents.** Any disclosure to a Subcontractor or agent of Vendor shall be pursuant to a written agreement between Vendor and such Subcontractor or agent containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Exhibit (including, if applicable, the provisions hereof regarding Substance Use Disorder Records).

7. **Minimum Necessary.** Vendor shall request, access, use, and disclose only the minimum amount of PHI necessary, in accordance with HIPAA, to perform the Services.

8. **Certain Privacy Rule Compliance.** To the extent that Vendor is to carry out one or more of Customer's obligations under Subpart E of Part 164 of HIPAA (generally known as the HIPAA Privacy Rule), Vendor shall comply with such



requirements that apply to Covered Entity in the performance of such obligations.

9. Part 2 Program Requirements.

Vendor acknowledges that, with respect to Substance Use Disorder Records (if any), Vendor is obligated to comply with Part 2. Vendor (i) shall use, disclose, and release Substance Use Disorder Records in accordance with Part 2 and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to Substance Use Disorder Records except as permitted by Part 2.

10. Safeguards. Vendor at all times shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, availability, and integrity of Electronic PHI that it creates, receives, maintains, or transmits in accordance with the regulations set forth at 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and shall maintain policies and procedures and other documentation in accordance the regulations set forth at 45 CFR § 164.316. Vendor acknowledges that such provisions apply to Vendor in the same manner that they apply to Covered Entities.

11. Breach Investigation and Reporting.

11.1 As soon as practicable following any actual or reasonably suspected use or disclosure of PHI that is not permitted or required by this Exhibit (an "Impermissible Use or Disclosure"), Vendor shall assess whether such actual or suspected Impermissible Use or Disclosure was of PHI that is Unsecured Protected Health Information and, if so (or if Vendor cannot determine conclusively to the contrary), Vendor shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, Vendor shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated, and Vendor shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination.

11.2 If pursuant to the evaluation described in Section 11.1 Vendor determines that such Impermissible Use or Disclosure constitutes a Breach of PHI that is Unsecured Protected Health Information, Vendor shall provide Customer in writing, without unreasonable delay but in no case later than 10 days following such determination, written notice setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. Vendor shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to Vendor.

11.3 For purposes hereof, Breach of PHI that is Unsecured Protected Health Information shall be deemed

discovered by Vendor as of the first day on which the underlying Impermissible Use or Disclosure is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor, and Vendor shall be deemed to have knowledge of an impermissible use or disclosure if such Impermissible Use or Disclosure is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Impermissible Use or Disclosure, who is a workforce member of Vendor or an agent of Vendor (determined in accordance with the federal common law of agency).

12. Security Incident and Impermissible Use or Disclosure Reporting. Vendor shall report to Customer in writing any (i) actual Impermissible Use or Disclosure or (ii) Security Incident involving Electronic PHI, other than an Unsuccessful Security Incident that involves an actual or suspected impermissible use or disclosure of PHI, within 30 days of Vendor's discovery thereof. The parties acknowledge and agree that this section constitutes notice by Vendor to Customer of the ongoing occurrence of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Customer shall be required (each, an "Unsuccessful Security Incident").

13. Mitigation. Vendor shall take all actions reasonably necessary and shall cooperate with Customer as reasonably requested to mitigate, to the extent practicable, any harmful effect of any use or disclosure of PHI in violation of the terms and conditions of this Exhibit or of any applicable law.

14. Access and Amendment. With respect to an Individual as to whom Vendor maintains PHI, Vendor shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) Vendor shall direct such Individual to make such request of Customer and (ii) Vendor shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by Vendor in a Designated Record Set, to the extent required by HIPAA, Vendor shall (i) make available PHI to Individuals or Customer, as reasonably requested by Customer and in accordance with HIPAA and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

15. Accounting for Disclosures. Vendor shall document all disclosures of PHI by Vendor and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. Vendor shall maintain such information for the applicable period set forth in HIPAA. Vendor shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this



Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this Exhibit.

16. Audit. If Vendor receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that Vendor make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or Vendor's compliance with HIPAA, Vendor promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or Vendor (which challenge Vendor shall not be obligated to raise), Vendor shall comply with such request to the extent required of it by applicable law. Nothing in this Exhibit or any other provision of this Agreement shall waive any attorney-client privilege or other privilege applicable to either party.

17. Compliance with Law. Vendor shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information. Nothing in this Exhibit or any other provision of this Agreement shall be construed to require Vendor to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

18. Obligations of Customer. Customer shall (i) notify Vendor of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect Vendor's use or disclosure of PHI, (ii) notify Vendor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Vendor's use or disclosure of PHI, (iii) notify Vendor of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect Vendor's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI necessary for Vendor to provide to the Services.

19. Effect of Termination. Upon termination of this Agreement, Vendor shall return to Customer or destroy all PHI that Vendor maintains in any form and retain no copies of such PHI or, if return or destruction is not feasible (including without limitation if Vendor is required by applicable law or Vendor's reasonable data backup procedures to retain any such PHI for a time following termination), notify Customer thereof and extend the protections of this Exhibit to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of Vendor.

20. Miscellaneous.

20.1 Interpretation. In the event of an inconsistency between the provisions of this Exhibit and mandatory provisions of HIPAA or Part 2, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA or Part 2 (interpreted by such court or agency, if applicable) shall control. Where provisions of this Exhibit are different from those mandated under HIPAA or Part 2, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Exhibit shall control.

Signature: *Stefanie Wood*

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Title: Director, Contracts