SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT
(Single Entity)

This Software Subscription and Services Agreement (this "Agreement") is made and entered into as of the 31st day of October 2019 (the "Effective Date") by and between Azara Healthcare, LLC, a Delaware limited liability company ("Azara"), and Pacific County Health and Human Services Department, a healthcare organization ("Subscriber"), wherein Azara and Subscriber are individually referred to as a "Party" or collectively as the "Parties."

Terms used herein as defined terms and not otherwise defined when first used shall have the meanings ascribed to them in Section 14 below or in the relevant Appendix.

WHEREAS, Azara owns or has the right to use certain intellectual property known as the AZARA DRVS (Data Reporting and Visualization Solution), a reporting and analytics solution (as defined below and described in more detail in Appendix A hereto, and collectively, the "Software");

WHEREAS, Subscriber desires to use the Software and receive the Subscriber Support Services and the Professional Services provided by Azara in relation to Subscriber's use of the Software;

WHEREAS, Subscriber has entered into a training and technical assistance program with Upstream, wherein Subscriber will provide data, including Protected Health Information ("PHI"), as that term is defined under HIPAA, directly to Azara, which will thereafter be measured and released to Upstream in aggregate and/or de-identified form, as authorized by Subscriber, to be used by Upstream to inform Subscriber’s quality improvement efforts and track its progress toward certain goals; and

WHEREAS, Upstream has agreed to provide Subscriber with access to Software by paying all fees and charges for Subscriber’s use of Software and Professional Services related to said use.

NOW, THEREFORE, the Parties agree as follows:

1) SUBSCRIPTION TERMS

(a) Subscription Grant. Subject to the terms and conditions of this Agreement, Azara grants to Subscriber a non-exclusive, non-transferable subscription to access and use the Software, including the right to download, copy and use the Documentation provided with the Software. Subscriber may select those individual users to whom it shall grant access to Subscriber’s account. Such persons may include any or all of Subscriber’s employees or contractors, provided that (i) users may use the Software solely for the benefit of Subscriber’s conduct of its own business and (ii) such user’s access must be consistent with the obligations of this Agreement and Subscriber’s confidentiality obligations under HIPAA.
(b) **Restrictions.** Subscriber’s license to use the Software is subject to the following restrictions:

(i) Subscriber shall not reverse engineer the Software or attempt to decompile, disassemble, reverse translate or otherwise derive the source code or data processes from the executable Software code;

(ii) Subscriber shall not change Azara branding or the location of Azara’s logo, as displayed within the Software delivered or otherwise made available to Subscriber;

(iii) Subscriber shall not (a) interfere in any manner with the operation or functionality of the Software or the Services, or (b) attempt to gain unauthorized access to the Software or its related systems or networks;

(iv) Subscriber shall not sell, resell, sublicense, lease, rent, loan, lend, transmit or otherwise distribute or transfer access to the Software to third parties; and

(v) Subscriber shall not use the Software to provide services to third parties through a service bureau, timeshare or any other arrangement, nor shall it use the Software to build a competitive product or service, or copy any feature, function or graphic of the Software for competitive purposes.

(d) **Subscriber Responsibilities.** Subscriber acknowledges and agrees that (i) as between Azara and Subscriber, Subscriber is solely responsible for the Subscriber Data and those individuals to whom it grants access to Subscriber Data; (ii) Subscriber is responsible for any unauthorized access to the Software taking place through its systems or accounts and it shall notify Azara promptly of any such unauthorized access; and (iii) Subscriber may use the Software only in accordance with the Documentation and applicable law. Subscriber shall be responsible for compliance with this Agreement by its officers, employees and agents.

3) **PROFESSIONAL SERVICES**

Azara agrees to use commercially reasonable efforts to provide the Professional Services and to meet the deadlines, milestones, targets and goals described in the Statement of Work (“SOW”) attached to this Agreement (and in any further written SOW as may be jointly executed between the Parties and that are made a part of this Agreement). Professional Services shall be limited to implementation, integration, data connection and training services associated with the initial setup of the Software for Subscriber and such other customization services as may be set forth in the applicable SOW. Unless otherwise specified, all work product and deliverables created by Azara with the applicable SOW shall be deemed to be modifications to the Azara DRVS platform, owned exclusively by Azara and not be considered a work-made-for-hire under the U.S. copyright laws. The fee estimates set forth in the SOW are minimum fees only and may be subject to additional costs, fees and charges for such things as out-of-pocket expenses, travel costs, unplanned or un-forecasted costs, as well as costs incurred as a result of the failure of Subscriber to meet any of its obligations under this Agreement or any SOW. Azara and Subscriber will execute a change order detailing any additional fees or costs. Upon prior notice to Subscriber,
Azara shall have the right to assign, delegate, or subcontract the Professional Services, or any portion thereof, to a third party designated by Azara.

4) SUBSCRIBER SUPPORT SERVICES

During the Term Azara shall use commercially reasonable efforts to provide the Subscriber Support Services described on Appendix C attached to this Agreement.

5) PAYMENT TERMS

(a) Agreed Upon Fees. The Parties acknowledge that Upstream shall pay to Azara all fees and charges in full delivery of the provision of the Software and Professional Services contemplated under this Agreement during the Term, as documented in that certain Statement of Work entered into between Azara and Upstream with respect to Azara’s performance of this Agreement.

(b) Miscellaneous Charges. Subscriber shall also pay Azara's charges for all goods or services that Azara provides at Subscriber's written request. Subscriber shall be solely responsible for any other charges or expenses Subscriber may incur to access the Software, including without limitation, telephone and equipment charges, and fees charged by third party vendors of products and services.

6) LIMITED WARRANTY

Azara warrants that the Services will be performed in a professional and workmanlike manner, and that the Software will, during the Term, perform as stated in this Agreement and its Documentation. During the Term, if the Software does not perform in accordance with its Documentation or the Services are not properly performed, then Azara shall repair the Software or re-perform the Services such that they are then conforming. The foregoing shall be Subscriber's exclusive remedy, and Azara's sole liability, with regard to any warranty claim.

7) MUTUAL CONFIDENTIALITY

(a) Definition of Confidential Information. Confidential Information means all confidential information disclosed by a Party (the "Disclosing Party") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Azara's Confidential Information includes, without limitation, the Software.

(b) Protection of Confidential Information. Each party receiving or learning Confidential Information of the other party agrees that it shall a) use such Confidential Information only for the purpose(s) of this Agreement and not for any independent purpose, b) not disclose such Confidential Information to any person or entity except to its own employees having a “need to know” such information for the purposes of this Agreement and to such other recipients as the disclosing party may approve in writing, provided, however, that such other recipients shall have executed a confidentiality agreement similar in substance to this Agreement and c) use the same procedures and degree of care to restrict and prevent disclosure that it uses for its own confidential
information of a similar nature, but in no event less than reasonable care. The receiving party shall make only such copies of Confidential Information as are necessary to carry out the purpose for the disclosure, and shall reproduce the disclosing party's proprietary legends on all such copies.

(c) **Exclusions.** Confidential Information shall exclude information that: (i) is or becomes generally known to the public without breach, by the Recipient, of any obligation owed to the Disclosing Party; (ii) was known to the Recipient prior to its disclosure by the Disclosing Party without a breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without a breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Recipient without use of or access to the Confidential Information.

(d) **Protected Health Information.** The Parties acknowledge that Subscriber will provide PHI to Azara through its use of the Software, and that Azara’s performance of the Services involves access to and use of PHI provided by Subscriber. The Parties acknowledge that Azara will act as the Subscriber’s business associate, and Azara agrees to be bound by the provisions of the Business Associate Agreement attached as Appendix D to this Agreement. Subscriber shall not, under any circumstances, provide any PHI to Upstream. Rather, Upstream will only receive aggregate and/or de-identified data or measures directly from Azara, as authorized by Subscriber. Subscriber and Azara agree that Upstream shall own all aggregate and/or de-identified data and measures that result from this Agreement.

8) **PROPRIETARY RIGHTS**

(a) **Reservation of Rights by Azara.** Subscriber acknowledges that Azara, or its licensors own all right, title and interest, including all intellectual property rights, in the Software, all workflow processes, user interface, designs, know-how and other technologies provided by Azara as part of the Services. Azara does not grant any rights, titles, permissions or licenses except those expressly set forth in this Agreement.

(b) **Subscriber Data.** As between Azara and Subscriber, all Subscriber Data shall remain the sole property of Subscriber subject to the other terms of this Agreement. Subscriber grants to Azara a non-exclusive, royalty free, license to use the Subscriber Data as necessary for purposes of Azara performing its obligations under this Agreement. Subscriber may at any time download the Subscriber Data from the data warehouse maintained by Azara. Azara may use, during and after the Term of this Agreement, all aggregate non-identifiable information and data (“Aggregate Data”) for purposes of enhancing the Software, providing technical support, developing industry benchmarks and standards and for other business purposes, all in compliance with HIPAA privacy standards. Azara may use and/or publish such Aggregate Data for the benefit of all Subscribers of Azara or the public, provided that such use is in compliance with HIPAA privacy standards. Subscriber agrees to negotiate in good faith with Azara with regard to any additional or future opportunities for uses of Subscriber Data that may arise from time to time under this Agreement.

(c) **Data Integrity and Accuracy.** Subscriber accepts sole responsibility for: (i) the accuracy, completeness and integrity of the Subscriber Data input into the data warehouse maintained by Azara for use with the Software; and (ii) the programming, procedures and communication lines established and used for purposes of internet-based or remote access to the
Software. Subscriber shall use reasonable efforts to ensure that its use of the Software and the Services, including, without limitation its transmission of Subscriber Data, will not include, or introduce any malicious software or malware, viruses, worms, and Trojan Horses which will disrupt the proper operation of the Software or Services.

9) LIMITATION OF WARRANTY AND LIABILITY

(a) Limitation of Warranty. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH REGARD TO THE SOFTWARE AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AZARA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. AZARA MAKES NO REPRESENTATIONS OR WARRANTIES THAT ACCESS TO SOFTWARE WILL BE UNINTERRUPTED, THAT THE SOFTWARE WILL MEET Subscriber'S REQUIREMENTS, OR THAT THE RESULTS OBTAINED BY Subscriber WILL BE ERROR FREE.

(b) Limitation of Liability. EXCEPT FOR VIOLATIONS BY Subscriber OF SECTION 1(b) or 1 (c), NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, COSTS OF DELAY, LOSS OF DATA OR INFORMATION), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AZARA'S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY Subscriber FOR THE SUBSCRIPTION THAT IS THE SUBJECT OF THE CAUSE OF ACTION, WITHIN THE PRECEDING TWELVE (12) MONTHS.

(c) No Medical Practice. Azara does not, nor does it intend to, engage in the performance or delivery of medical or health care services. The Software provided and Services performed by Azara under this Agreement should not, in any case, be deemed or understood as a recommendation, endorsement, guarantee or warranty of the professional services of any health care service providers. The Software is not intended as a substitute for professional medical judgment in patient diagnosis or treatment. Subscriber shall retain responsibility for all medical services and Subscriber shall maintain the usual and customary medical liability and malpractice insurance to cover the provision of services, including those reported on through this Agreement. It is intended that all claims, liabilities, damages, costs and expenses, including, without limitation, attorneys' fees (collectively, "Damages"), relating to or arising out of any claim by any third party that the Software, the Services or their use has resulted in personal injury shall be covered by insurance carried by the Subscriber. Furthermore, provided the Software performs in accordance with the Documentation, Subscriber indemnify and defend Azara against and hold it harmless from any and all Damages.
10) TERM, TERMINATION, SUSPENSION OF SERVICE AND RETURN OF DATA

(a) **Term.** This Agreement shall commence on the Effective Date and continue for a term of five (5) years (the “Term”).

(b) **Termination.** Either Party may terminate this Agreement, effective upon providing written termination notice to the other Party, if the other Party fails to cure a breach of a material term of this Agreement within thirty (30) days after receiving written notice thereof. Either Party may terminate this Agreement, effective immediately, in the event of bankruptcy, dissolution or liquidation by the other Party.

(c) **Actions upon Termination.** In the event of termination or expiration of this Agreement all licenses granted pursuant to Section 2 of this Agreement shall immediately terminate and Subscriber’s use of the Software and the Services shall cease. Any and all unpaid fees and charges for Services performed shall immediately become due. Subscriber shall be entitled to the return of all Subscriber Data, and upon written request Azara shall return the Subscriber Data to Subscriber or otherwise make the Subscriber Data available to Subscriber for download. Subscriber Data will be provided or made available in the form and/or format in which it is stored in the Software, or such other form mutually agreed to by the Parties. Notwithstanding the forgoing, Azara shall have no obligation to maintain any of the Subscriber Data longer than sixty (60) days after termination or expiration of this Agreement. All requests for return or access must be made prior to the forgoing date.

(d) **Suspension of Service for Violations of Law.** Azara may immediately suspend the Services and access to the Software and remove applicable Subscriber Data if it in good faith believes that, as part of using the Software or the Services, Subscriber may have violated the law. Azara shall attempt to notify Subscriber in advance, but it is not required to do so.

(e) **Survival.** Only those Sections of this Agreement that, by their nature, must survive termination or expiration in order to achieve their full and intended meaning shall survive any termination or expiration of this Agreement. Such Sections shall survive only to the extent and duration necessary to give such Sections their intended meaning and affect.

11) INDEMNITY

(a) **By Azara.** Azara shall defend, indemnify and hold Subscriber harmless against costs, expenses (including reasonable attorneys’ fees) and liabilities resulting from a claim by any third party that use of the Software infringes or violates any intellectual property right of such third party (an “IP Claim”), provided that: (i) Subscriber notifies Azara promptly in writing of any such IP Claim; (ii) Subscriber cooperates with Azara in all reasonable respects in connection with the investigation and defense of the IP Claim; and (iii) Azara shall have sole control of the defense of the IP Claim and all negotiations for its settlement or compromise. Should the Software become, or in Azara’s opinion be likely to become, the subject of an IP Claim, Azara may, at its option and expense, either, (A) procure for Subscriber the right to continue using the Software, (B) replace or modify the Software so that it becomes non infringing; or (C) terminate this Agreement and grant to Subscriber a refund of the fees paid hereunder for the balance of the Term. Notwithstanding anything herein to the contrary, Azara shall have no obligation or liability to
Subscriber under this Section 11(a) to the extent any otherwise covered IP Claim is based upon: (1) use of the Software by Subscriber in a manner other than that for which it was furnished by Azara; (2) use of the Software if it has been modified by or for Subscriber in such a way as to cause it to become infringing; or (3) use of the Software by Subscriber in conjunction with systems, products or components not furnished by Azara. The provisions of this Section 11(a) set forth Azara's exclusive liability, and Subscriber's exclusive remedy, for infringement or other violation of the intellectual property rights of any third party.

(b) **By Subscriber.** Subscriber shall defend, indemnify, and hold Azara and its directors, officers and employees harmless from and against any claim, action, proceeding, liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims"), arising out of: (i) use or operation of, or access to, the Software or the Services by Subscriber, except to the extent caused by Azara’s breach, negligence or intentional misconduct; (ii) any breach of this Agreement by Subscriber or Subscriber’s performance or failure to perform its obligations hereunder; (iii) the negligence, recklessness or willful misconduct of Subscriber; or (iv) any breach or alleged breach by Subscriber of any applicable laws or regulations, including, but not limited to, HIPAA or HITECH.

12) **MISCELLANEOUS OTHER TERMS**

(a) **Governing Law.** This Agreement is governed by the substantive laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

(b) **Entire Agreement.** This Agreement, together with the Appendices, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous discussions, representations and understandings, oral or written between them. No amendment or modification of any provision of this Agreement or any of the documents, instruments or agreements to be executed by the Parties pursuant hereto shall be effective unless in a writing specifically referring to this Agreement and signed by all of the Parties hereto.

(c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The executed counterparts of this Agreement may be delivered by scan and e-mail, facsimile or other electronic means by any Party to another Party, and the receiving Party may rely on receipt of such document so delivered as if the original had been received.

(d) **Headings.** The headings of the articles, sections and subsections of this Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, construe, limit, amplify or aid in the interpretation of the provisions hereof.

(e) **Severability.** In the event that any provision of this Agreement is declared or held by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement, unless such invalid or unenforceable provision goes to the essence of this Agreement, in which case the entire Agreement may be declared invalid and not binding upon any of the Parties.
(f)  **Waiver.** The terms, rights and obligations contained in this Agreement, may be waived only by a written instrument executed by the Party waiving compliance. Any such waiver shall not be deemed a waiver of any other provision hereof or of the same breach or default upon any recurrence thereof. No delay or failure on the part of a Party hereto to exercise any right hereunder shall operate as a waiver thereof.

(g)  **Force Majeure.** Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement (except for Subscriber's payment obligations) to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God or other causes beyond its control and without the fault or negligence of the delayed or non performing Party or its subcontractors.

(h)  **Assignment.** Neither Party may assign or transfer this Agreement to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a Party; provided that the surviving entity (in the case of a merger) or the buyer (in the case of a sale of the business or assets) shall agree in writing to assume the obligations of Subscriber under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and authorized assigns.

(i)  **Independent Contractors.** The Parties are independent contractors and shall not be construed to be partners, agents, joint venturers or representatives with respect to each other.

(j)  **Insurance.** Azara shall maintain adequate comprehensive general liability and professional liability insurance coverage, with separate minimum limits $1 million per occurrence and $2 million in the aggregate. Upon request, Azara shall provide Subscriber with evidence of insurance for such coverage. Azara shall also maintain workers' compensation insurance as required by law.

(k)  **Use of Subscriber's Name and Logo.** Azara may use Subscriber's name and logo in subscriber lists and related promotional materials describing Subscriber as a subscriber of Azara, which use must be in accordance with Subscriber's trademark guidelines and policies.

13)  **NOTICES**

Any notice or communication required or permitted under this Agreement shall be in writing and shall be sent to a party at the address specified below or such other address as either party may from time to time designate to the other, via US Mail or courier service, or, if mailed electronically, it shall be confirmed in writing via US Mail or courier service. Such notice shall be deemed to be delivered when actually received by the other party, or when such party refuses delivery.

If to Azara Healthcare, LLC:

Azara Healthcare, LLC  
Attention: Jeff Brandes  
70 Blanchard Road – Suite 401
If to Subscriber:
Pacific County Health and Human Services Department
Attention: Mary Goelz
1216 Robert Bush Drive West
South Bend, WA 98586
mgoelz@co.pacific.wa.us
(360) 875-9343

14. DEFINITIONS

(a) "Documentation" shall mean all Software user guides, sample data, specifications and other material provided in connection with or accessible through the Software or the Services.

(b) "Encounter" means a visit that includes face to face contact between a patient and a provider who exercises independent professional judgment in the provision of services to the patient, which services are documented in charts maintained by the provider and reported through the Uniform Data System of the Health Resources and Services Administration or equivalent report counts, including AZARA DRVS. For the purposes of pricing and payment under this Agreement, Encounter is further limited to the sum of lines 15b and 22b of Table 5 of the final UDS report submitted by Subscriber.

(c) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.

(d) "HITECH" shall mean the Healthcare Information Technology for Economic and Clinical Health Act of 2009.

(e) "Professional Service Fees" shall mean the fees payable by Subscriber for the Professional Services, as set forth in the applicable SOW.

(f) "Services" shall mean, collectively, the Subscriber Support Services and the Professional Services.

(g) "Software" shall mean the AZARA DRVS Reporting and Analytics Solution, a centralized data warehouse with a web based application, including interfaces and data extraction applications for validation and loading of data, data captured from EPM and EMR, as well as aggregating data through standardized data objects, which enables the functionality of analytic reporting. The term “Software,” for purposes of this Agreement, shall also include the Documentation. The Software is further described in Appendix A hereto.

(h) "Subscriber Data" shall mean all data uploaded by Subscriber.

(signatures to follow on next page)
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed and delivered this Agreement as of the day and year first above written.

PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ________________________________
Name: Mary Goelz
Title: Director

AZARA HEALTHCARE, LLC

By: ________________________________
Name: Jeff Brandes
Title: President & CEO
APPENDIX A

Software Description

AZARA DRVS “UP” Overview

AZARA DRVS is a web-based central data warehouse and reporting solution that provides reports, key performance indicators and a visualization of various data measures captured from Electronic Practice Management (EPM) and Electronic Health Records (EHR) systems. The AZARA DRVS Reporting and Analytics Solution includes three core components: (i) Clinical Quality Reports; (ii) Registry Reports. All reports can be configured and customized using a variety of filters, views, sorts by provider, provider type, gender, locations, specialties, chronic disease and ages.

The AZARA DRVS Reporting and Analytics Solution also includes reporting modules covering Patient Centered Medical Home (PCMH) and "Meaningful Use" program requirements and features. AZARA DRVS supports MS Excel and .pdf data output formats, role based security access and user levels that may be defined to reflect scopes of reports referenced in product documentation. The system extract receives data from the individual EPM/EHR systems and deposits it in the AZARA DRVS data warehouse nightly. Subscriber access to data and reporting is provided through secure, role based web interface, meaning only properly authorized personnel may see data that he/she is authorized to view.

AZARA DRVS provides multi-dimensional reports and many well-documented health center-specific key performance indicators to support quality improvement. These reports fulfill various needs such as multi-level panel oversight (i.e. Site, Department, team, etc), quality improvement, prevention and outreach, grant and federal reporting.

The DRVS “UP” package will contain the following:

1. Upstream USA Family Planning Measure Set (12)
2. Standards based Primary Care Clinical Quality Measures (10)
   a. Tobacco Use Screening
   b. Well Child (3)
   c. Immunizations (5)
   d. Chlamydia
   e. Lead Screening

*DOES NOT INCLUDE Depression or BMI/Weight Screening Measures*

3. Cancer Screening Measures – MU Measure Set
   a. Breast
   b. Cervical
   c. Colorectal

4. 1 Full Chronic Disease Measure Set (HTN) & Registry, Dashboard

5. Limited Diabetes Measure Set
   a. a1c control,
   b. Pre-diabetes
   c. Undiagnosed diabetics

6. Primary Care Summary/Preventative Registries (3)
   a. Male
   b. Female

A-1
c. Pediatrics
7. Fixed Scorecards & Dashboards for above Measures
8. PCMH 2014 Measures (10) Subscriber Advanced Care Plan
9. Encounter Volume Measure
10. No-Show & Appointment Cancellation Tracking Measures

Azara Data Assurance
The Data Connector Assurance Plan covers all changes necessary to maintain the Data Connector fidelity between the EHR and EPM systems and supply any data necessary for DRVS “UP” reports. This plan covers EHR version upgrades and template or workflow changes. The Data Connector Assurance Plan does NOT cover the migration onto a different EHR or EPM platform nor the sourcing or ingestion of data from any other systems.

AZARA DRVS “UP” Subscription
Included in each subscription is:

- License to use Software as a Service
- Minimum Availability as detailed in Subscriber Support Services
- Support and sustainability services, including continuous improvement related to performance standards
- Training Materials and Product Documentation
- Business Hours Technical Support/Help Desk (Phone/Email/Internet) – "I can't login to the system" as detailed in Subscriber Support Services
- Business Hours Application Support (Phone/Email/Internet) - "How do I view the report of XYZ" as detailed in Subscriber Support Services
- Data handling and storage that is compliant with HIPAA, HITECH and other applicable state and federal laws and regulations; provided that if Subscriber changes its EHR software or significant changes are made to HIPAA, HITECH and other applicable state and federal laws and regulations, Azara reserves the right to charge a Professional Services Fee or increase the Subscription Fee
- Generally available continuous improvement enhancements to AZARA DRVS Reporting functionality
- Services necessary to assure continuity in mappings, data validity and continuous transmission of data following routine upgrades of EHR versions; provided that if significant changes are made to such EHR software, beyond routine upgrades, Azara reserves the right to charge a Professional Services Fee or increase the Subscription Fee

Not included in subscription:

- User access equipment
- Network connectivity to sites
- Data Connectors
- Sourcing of new or additional data elements necessary to use new reports or functionality, including reports added to meet updated regulatory requirements (ex. UDS)
- Data Connector modifications to accommodate EHR system changes
- Open Database access
• Custom Reports

Definitions Used in this Product Description

"EHR" means an electronic health record system.

"EPM" means an electronic practice management system.

"Meaningful Use" means the criteria to be established in three stages from 2011 to 2015 pursuant to the HITECH provisions of the American Recovery and Reinvestment Act of 2009 for the use of certified EHR technology in ways that can be measured significantly in quality and in quantity, including using certified EHR technology that includes electronic prescribing, using EHR technology that allows electronic documentation and exchange of health information and submitting information on the clinical quality measures and other measures selected by the secretary of the Department of Health and Human Services.
APPENDIX B

Statement of Work

Azara will connect the Subscriber’s EHR & EPM System to the Azara DRVS platform

1.1 Connecting Health Center to AZARA DRVS:

1.1.1 Preparation call with Subscriber to provide project overview, define project goals and approach, and determine Subscriber team owners.

1.1.2 Connect Subscriber’s EHRs to the DRVS data warehouse for nightly unidirectional data transfer.

1.1.3 Conduct Kickoff – DRVS product overview and demonstration, review standardized metrics, and conduct EHR walkthrough for in scope metrics with health center staff.

1.1.4 Capture of all required data elements from Subscriber’s EHR for standard DRVS “UP” configuration.

1.2 Data Validation:

1.2.1 Quality of Documentation = Quality of Care Delivered (QD=QC) analysis: Analysis of the quality of data extracted from each EHR/EPM to determine whether data accurately represents of the quality of care delivered by Subscriber. Completion milestones are listed below:

A) Seed Data / Mapping (e.g., all the ways to order A1c, Pap, Mamm, Locations, etc.)

B) Patient Profile: Data Validation

- Pt Demographics
- PCP / Usual Provider
- Medications
- Allergies
- Problems / Diagnoses
- Insurance / Payer Information

C) Clinical Encounter: Data Validation

- Lab Results
- Vitals
- Procedures
- Medical and Social History
- Charges

D) Data Loaded in Production Environment

E) Detailed Validation of Upstream Measures
1.2.2 Validation/Sign-Off of Subscriber that EHR data is accurately represented in AZARA DRVS.

1.3 Training:

1.3.1 Azara will provide Subscriber training on the use of the DRVS reporting platform. The training will consist of one live, in person session and up to 2 additional webinars (60 minutes each).

1.3.2 One super user training session will be provided to Subscriber (as required/up to 4 hours in length) on same day as User training (1.3.1)

1.3.3 Post Go-Live “Adoption” support from Implementation Specialist includes 8 hours of structured meeting time over 10-12 weeks following system go-live and user sign off.

2 Schedule

The connection services for Subscriber will begin on a mutually agreed upon date. The services will be completed in accordance with the timeline illustrated below and are expected to take approximately 8-10 weeks.

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<td>Develop &amp; Build Connector to Azara DRVS</td>
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<td>Conduct Data Validation Sessions</td>
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<td>Training &amp; Go-Live</td>
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<tr>
<td>Post Implementation Support</td>
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<tr>
<th>GH Live on Azara DRVS</th>
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B-2
3 Deliverables

Azara will produce the following deliverables for Subscriber.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Format</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Center Data Mapping</td>
<td>DRVS Mapping ADMIN</td>
<td>Field specific mapping of health center EHR backend fields to DRVS connector.</td>
</tr>
<tr>
<td>Data Validation</td>
<td>DRVS Data Validation Tools</td>
<td>A report providing in depth analysis ensuring the quality of data is an accurate representation of the quality of care delivered by the health center.</td>
</tr>
<tr>
<td>Training Manual</td>
<td>Online Documentation</td>
<td>Detailed step by step training documents complete with screenshots and training scenarios. (Manuals, Powerpoint and Videos)</td>
</tr>
<tr>
<td>Project Status Report</td>
<td>Microsoft Word</td>
<td>Status update reports used to regularly provide visibility to program progress, issues, risks, and decisions needed.</td>
</tr>
<tr>
<td>Project Sign-off Document</td>
<td>Microsoft Word</td>
<td>Subscriber Sign off</td>
</tr>
</tbody>
</table>

4 Assumptions

The following are assumptions for this project:

4.1 Subscriber will facilitate conversations with key personnel.
4.2 Subscriber will provide reference materials as needed (e.g., EHR setup, EHR workflows, quality improvement initiatives, network connectivity).
4.3 Azara staff will be granted access to any relevant, existing Subscriber systems, data and documentation, including application and database access to both EMR and EPM systems, prior to the integration start date in the Schedule section.
4.4 In order to minimize travel expenses, Azara resources will perform work that can be accomplished offsite at Azara facilities.
4.5 Subscriber will be available for issue resolution within 2 business days.
4.6 Subscriber will respond to requests for information or materials within 3 business days.
4.7 Only data captured in a structured format within the EPM and EMR of each health center will be transmitted to the DRVS platform.
4.8 Data elements added to the EHR or EPM systems after the completion of this project are outside the scope of this statement of work.
4.9 Structured data will be collected from a single EMR & EPM system. Connections to other data sources or legacy systems are beyond the scope of this SOW.

4.10 Subscriber will ensure business and technical stakeholders are available for project meetings and will provide necessary materials as needed and as agreed to in the project plan maintained by the Project Manager.
APPENDIX C

Subscriber Support Services

Azara will provide the following Subscriber Support Services at no additional charge to Subscriber:

- Azara will use commercially reasonable efforts to (i) provide for resolution of Software performance issues; (ii) provide monitoring to assure effective transmission of data; and (iii) provide necessary support to remedy malfunctions in data transmission due to the Software. In addition, Azara will make available on-going system reports supported by tracking logs and other documentation and provide communication to Subscriber on the status of any known issues.

- Azara will use commercially reasonable efforts to maintain the Software through Scheduled Maintenance and Emergency Maintenance, as required. Notice of Scheduled Maintenance will be provided to Subscriber's designated point of contact by telephone, email or fax, as determined by Azara.

- Azara will use commercially reasonable efforts to maintain the online Availability of the Software as follows:

- Azara will correct, within the timeframes set forth below, reported verifiable failures of the Software to substantially conform to, or perform substantially in accordance with, Azara's published user documentation:

<table>
<thead>
<tr>
<th>Activity</th>
<th>SL 1</th>
<th>SL 2</th>
<th>SL 3</th>
<th>SL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acknowledge</td>
<td>Within 2 business hours</td>
<td>Within 4 business hours</td>
<td>Within 8 business hours</td>
<td>Within 8 business hours</td>
</tr>
<tr>
<td>Response &amp; Follow Up</td>
<td>Every 2 business hours</td>
<td>Every 4 business hours</td>
<td>Every business day</td>
<td>As needed</td>
</tr>
<tr>
<td>Escalation</td>
<td>Immediate</td>
<td>2 business Hours</td>
<td>As needed</td>
<td>As needed</td>
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</table>

Severity Level Definitions:

Severity 1: indicates a major business impact
Severity 2: indicates a serious business impact (i.e., poor application performance or intermittent connectivity)
Severity 3: indicates a minor business impact (no workaround in place)
Severity 4: indicates a low business impact (workaround available)

- Azara will provide telephone support and/or remote access support to designated Subscriber contacts to assist Subscriber in the use of the Software, including the daily transmission of data and the availability of reports.
Telephone Support:

Phone No.: ______

Hours of Support: 8:00 am to 7:00 pm Eastern Time

Email Support:

Email Address: support@azarahealthcare.com

Hours of Support: 8:00 am to 7:00 pm Eastern Time

Designated Subscriber Contact:

Contact 1: Name:
Phone:
Email:

- Azara will provide to Subscriber all Updates of the Software and any new modules for which Azara does not charge an additional Subscriber fee; provided, however, that any required development, installation, implementation and other services or out-of-pocket costs in connection with the Updates, new reports or new modules shall not be included in the Subscriber Support Services.

**Exclusions.** The Subscriber Support Services provided by Azara under this Agreement do not include: (i) resolution of problems resulting from or attributable to: (A) any modification of or damage to the Software or its operating environment not caused by Azara; (B) the failure of Subscriber to operate or use the Software in the proper hardware and software environment; (C) the failure of Subscriber to use the Software or the Professional Services in accordance with Azara's documentation and/or instructions; or (D) use of the Software or the Professional Services with third party hardware or software not provided or approved by Azara or that does not meet the specifications provided by Azara; (ii) new modules in the Software for which Azara establishes a separate subscription fee; provided that the Subscriber Support Services shall include new modules of the Software if Subscriber pays the agreed upon subscription fee for such new module; (iii) any Updates, if Subscriber is in default with respect to payment of any amounts due hereunder; or (iv) the Professional Services.

**Carrier Lines.** Subscriber acknowledges that access to the Software is provided over various faculties and communications lines and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively "Carrier Lines") that are owned, maintained and serviced by third parties, all of which are beyond Azara's control. Azara assumes no liability for or relating to the availability, integrity, privacy, security, confidentiality or use of any information while it is transmitted on the Carrier Lines, or any delay, failure, interruption, interception, loss, transmission or corruption of any data or other information attributable to transmission on the Carrier Lines. Use of the Carrier Lines is solely at Subscriber's risk and is subject to all applicable laws.
**Subscriber Duties.** During the Term, Subscriber shall: (i) at Subscriber's expense, maintain an approved, secure internet connection with the ability to access the Software; (ii) cooperate with Azara in identifying the cause of any claimed failure of the Software to perform per the warranty herein; and (iii) allow Azara on-site access to Subscriber's systems to the extent necessary to perform the Services.

**Definitions Used in this Support Services Appendix**

"Agreed Upon Service Time" shall mean the total number of minutes available for a particular month, minus the sum of (i) any Scheduled Maintenance for such month; and (ii) any additional planned downtime approved by Subscriber.

"Emergency Maintenance" shall mean any maintenance of the Software, at Azara's data warehouse or otherwise, other than Scheduled Maintenance.

"Incident Minutes" shall mean the number of minutes during which the availability and use of the Software is substantially impacted.

"Scheduled Maintenance" shall mean any maintenance of the Software, at Azara's data warehouse or otherwise, where (i) Subscriber is notified not less than forty eight (48) hours in advance; and (ii) the maintenance is performed during a standard maintenance window from 10 pm to 6 am EST.

"Updates" shall mean all versions, revisions, updates or upgrades to the Software that Azara makes available generally to Subscribers without any additional fees.
APPENDIX D

BUSINESS ASSOCIATE AGREEMENT