



1. Sales Agreement

Presented to

City of Columbia/Boone County Health Department
6/12/2019

Presented by

Patagonia Health, Inc.
15100 Weston Parkway, Suite 204
Cary, NC 27513

Contact

Aaron Powell
O: (919) 439-2220
aaron@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of the date of the last signatory below ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **City of Columbia, Missouri, on behalf of the Columbia/Boone County Health Department** ("Client" or "Subscriber").

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.
5. Business Associate agrees to report to Client any suspected use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.
7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining either Parties' compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate related to the services provided herein.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate related to the services provided herein, provided that disclosures are required by law, or provided that Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Business Associate may not use Protected Health Information to provide Data Aggregation services as described by 42 CFR Part 164.504 (e)(2)(i)(B).
4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

4. Term and Termination of the Business Associate Agreement

1. Term. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.
2. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. Regulatory References. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.


**CITY OF COLUMBIA, MISSOURI, on behalf of the
COLUMBIA/ BOONE COUNTY DEPARTMENT OF
PUBLIC HEALTH AND HUMAN SERVICES**

By: _____
John Glascock, Interim City Manager
Date: _____

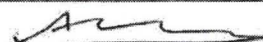
ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor 

Patagonia Health, Inc.

By: _____ 

Name: _____
Ashok Mathur

Title: _____
CEO

Date: _____
JUN 28, 2019

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions

1.1 Software

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d)). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.
4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-

conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.

2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.

3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information; or (v) is considered an open record pursuant to the Missouri Sunshine Law. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five-year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent one-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages, except for each party's indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this Agreement, in no event shall either party's liability in connection with or arising out of this Agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose. To the extent allowed by law and without waiving sovereign immunity, Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

8.1 Insurance: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Workmen's Compensation and Employer's Liability

| | |
|---|---|
| Workers' Compensation | AS REQUIRED BY STATUTE |
| Employer's Liability | \$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate |
| Commercial General Liability | |
| Bodily Injury | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Comprehensive Automobile Liability | |
| Combined Limit | \$1,000,000 |
| Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury | \$5,000,000 each wrongful act and aggregate |

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions

9.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Governing Law

The agreement shall be governed, interpreted, and enforced in accordance with state laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non-convenience.

9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

9.10 Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

9.11 Compliance with Section 285.530 RS Mo

Vendor shall comply with Missouri State Statute section 285.530 in that vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection

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with the contracted services. The vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Vendor shall require each subcontractor to affirmatively state in its contract with vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Vendor shall also require each subcontractor to provide vendor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

9.12 General Laws

Vendor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

9.13 Non-Appropriation.

Vendor acknowledges that Client is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Client's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Client immediately upon written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that Client shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis. In the event of a change in the Client's statutory authority, mandate and/or mandated functions, by local, state and/or federal legislative or regulatory action, which adversely affects Client's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Client upon written notice to Vendor of such limitation or change in Client's legal authority.

9.14 Data Ownership and Security

Vendor and its software shall comply with the requirements of this Section. Vendor shall require its subcontractors or third-party software providers to at all times comply with the requirements of this section.

a. Vendor further covenants that any data entered into the software from the Client, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the continental United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the Client or its patients or users of the Software. Vendor shall not sell or give away any such City Data.

b. Vendor shall maintain the security of City Data and that of Client's patients and any user that is stored in or in any way connected with Software Products, Services and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within five (5) days.

c. **NO HARMFUL CODE:** Vendor warrants that the Software Products and Services do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent.

ORDER FORM

Term: ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|--|----------|-------------------------|--------------------------|
| Includes: Users (defined as named end user logins who access the system) Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade. Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises. Includes Electronic Prescription (Surescript gold certified), no separate or additional per provider charges Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades Patient portal (meaningful use compliant), no separate or additional charges for users Secure Messaging (staff to staff and agency to patient). | 30 | Included | Included |
| System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need. | | Included | NA |
| Includes all of the state of Missouri configurations (clinical, practice management, and reporting) done for any Missouri Patagonia Health Customers (Clay County, City of Springfield-Greene County, Cass County, Franklin County, Audrain County, Bollinger County, Cole County, Cape Girardeau County, Ste. Genevieve County, Washington County, Mississippi County, Dunklin County, Pemiscot County, Scott County, Iron County, St. Francois County, Stoddard County, Butler County, or New Madrid County) for and during their respective implementation periods with Patagonia Health. | | Included | NA |
| Patient Demographic Data Migration: Import of customer provided Patient Demographic data. | | Included | NA |
| Clinical Data Migration: Import of customer provided select Clinical data via Patagonia Health supported clinical data template. | | Included | NA |
| ShowMeVax Immunization Registry Interface: Includes ShowMeVax Bi-Directional Immunization Registry interface with Immunization registry interface and Immunization recommender. | | Included | Included |
| Commercial Lab Interface (LabCorp, Quest or Solstas) - Results Only: Includes connectivity to one commercial lab (either LabCorp, Quest or Solstas): Results Only - via standard HL7 interface assuming the lab will be willing to connect to the EHR for the customer clinic. The lab may pay for part of or all of these costs, the client should check with their lab account manager. | | Included | Included |
| Immunization Inventory App: Includes vaccine tracking and inventory management. | | Included | Included |
| Immunization Barcode Scanning Software: Includes bar code scanning software to support immunization Inventory (hardware to be purchased by customer). | | | |
| Pharmacy App (including medication tracking and inventory management). | | Included | Included |
| Communicator app: Includes Communicator app providing functionality to reach out to patients via either voice or text or email. Unlimited messaging i.e. no per transaction costs. | | Included | Included |
| Electronic Consent Forms App: Consents Initial Setup and Editor Package with remote training. Patagonia Health will setup the first 20 electronic patient consent forms at no additional cost. | 20 | | |
| Patient Letters Setup and Letter Editor Package with Remote Training. | | Included | Included |

| Item / Description | Quantity | One-Time Upfront Charge | Monthly Subscription Fee |
|--|----------|-------------------------|--------------------------|
| Family Planning Annual Reports (FPAR): Includes FPAR reports (per national DHHS Office of Population Affairs plan) with annual upgrades at no additional cost. Does not include Title X CVR Data file export (please see page 12 for cost). | | Included | Included |
| # of Onsite Training Days (Note: Days quoted are per person days). Can be used towards both Onsite Classroom type training and Go-Live Assistance. | 6 Days | Included | NA |
| Training (Videos): Unlimited, on-demand, access by each user to built in of training videos. | | Included | NA |

| Total Payments | |
|--|-------------|
| 1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date. | \$1,990.00 |
| 2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$36,600.00) + Training (\$15,000.00) + first monthly subscription fees (1 * \$1,990.00/month) = \$53,590.00. | \$53,590.00 |

Payment and Pricing Notes:

- The above price includes discounts which assume a contract is signed on or before 11/14/2019.
- The above Total Pricing Summary table does not include items quoted as "optional." See Table 4 "Optional Functionality & Interfaces" below for further details.
- Monthly On-going subscription fee Payments:
 - First 2 months are free.
 - Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.
- Initial Start-up Payment payable upon contract signing: Includes initial Implementation charges, initial Training charges, and first monthly subscription fees.

5-Year Price:

| Payments | | | | | | |
|------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------------|
| | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year | Total 5 Years |
| Payments to Patagonia Health | \$71,500.00 | \$24,835.20 | \$25,828.61 | \$26,861.75 | \$27,936.22 | \$176,961.78 |

PAYMENT SCHEDULE OPTIONS:**OPTION A** (*Payment Terms*):

Initial to Accept Option A:

(a) Upfront Payment (implementation, training and first month's payment):

\$53,590.00*(Due within 30 days of contract date)*

(b) Ongoing Monthly. First 2 months free. Each monthly Payment:

\$1,990.00

(c) Total First Year Payments (\$53,590.00 + 9 * \$1,990.00):

\$71,500.00**OPTION B** (*All Annual Payments, each year, paid in advance*):Initial to Accept Option B: **X**

(a) Total Year 1 Contract Amount:

\$71,500.00

(b) Discount on only first year total payment (2%)

- \$1,430.00

(c) Total Payment after discount for Year 1:

\$70,070.00*(Due within 30 days of invoice/contract date)*

OPTIONAL ADD-ONS

| Item / Description | Unit(s) | One-Time Upfront Charge | Monthly Subscription Fee | Initial to Purchase | Initial to Decline |
|--|----------------|-------------------------|---|---------------------|--------------------|
| Additional User login and Password Use unit column to list number of unique user logins to add. | — Users | \$770/user | \$65/user | | SAC |
| Additional Onsite Go-Live Training Day(s): A member of the Patagonia Health implementation and training team will be there onsite the first week of your scheduled go-live date on the Patagonia Health system. | — Days | \$2,500.00 | \$0.00 | | SAC |
| UPGRADE: Commercial Lab Interface (Results & Orders) - LabCorp, Solstas, or Quest. Gives end-users the ability to send lab orders directly out of the EHR system in along with auto-population of lab results. | 1 | \$2,000.00 | \$0.00 | | SAC |
| CVR / TITLE X - Family Planning Data File Implementation and Setup. | 1 | \$1,500.00 | \$50.00 | | SAC |
| Management Dashboard app: including financial, clinical and appointments. Designed for a quick view of organizational performance; graphs of financial, clinical and appointment data. Provides over 30+ graphs on any device (computer, smartphone, laptop or tablet). https://patagoniahealth.com/dashboard-app/ | — Users | \$500.00 | \$50.00/ Management Dashboard User | | SAC |
| Electronic Fax: allows for paperless inbound faxes with quick and easy outbound faxing. https://patagoniahealth.com/electronic-fax-option/ | — Fax Lines | \$700.00 | \$70.00/ Fax Line | | SAC |
| Patient ID Scanning - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer). https://patagoniahealth.com/patient-id-scanner/ | — Scanners | \$500.00 | \$60/Scanner | | SAC |

NOTES:

Pricing of optional items is guaranteed for 12 months from contract signing and can be added at any time.

(OPTIONAL) ACH PREAUTHORIZED PAYMENTS (DEBITS)

Starting from date / / 201 , I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking Or Savings account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME_____
CITY, STATE_____
TRANSIT/ROUTING NUMBER_____
ACCOUNT NUMBER

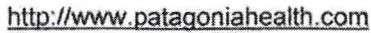
I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

NAME_____
PRACTICE NAME_____
SIGNATURE_____
DATE

CLIENT BILLING CONTACT INFORMATION:

| | |
|---------------------|--------------------------|
| Date: | June 28, 2019 |
| Name: | Mary Martin |
| Title: | Community Health Manager |
| Phone: | (573) 874-7354 |
| Fax: | (573) 874-7758 |
| Email: | mary.martin@como.gov |
| Cell: | (573) 289-1782 |
| Email for Invoices: | mary.martin@como.gov |




SIGNATURE PAGE

**CITY OF COLUMBIA, MISSOURI, on behalf of the COLUMBIA/
BOONE COUNTY DEPARTMENT OF PUBLIC HEALTH AND
HUMAN SERVICES**

Date: _____

By: Nancy Thompson, City Counselor/rw

By: 
Name: Ashok Mathur
Title: CEO
Date: June 28, 2019

Please call your representative with any question.