

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-65

SAP Number

Department of Public Health

Department Contract Representative	Stephanie Ramos
Telephone Number	(840) 587-6596
Contractor	PointCare LLC
Contractor Representative	Alex Richmond
Telephone Number	925-451-9981
Contract Term	March 1, 2025 through February 28, 2026
Original Contract Amount	\$43,560
Amendment Amount	NA
Total Contract Amount	\$43,560
Cost Center	9300051000
Grant Number (if applicable)	NA

Briefly describe the general nature of the contract: .

Approve Contract with PointCare LLC, including non-standard terms, to provide Medi-Cal virtual enrollment services and coverage management for a total amount of \$43,560, for the period of March 1, 2025, through February 28, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel

Date 01/16/2025

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Joshua Dugas, Director

Date 01/16/2025

RECOVER+

Medicaid Coverage Management *proposal for* **San Bernardino County Public Health**



Dear future partners at **San Bernardino County Public Health**,

It's with great enthusiasm that I introduce you to a groundbreaking initiative poised to revolutionize healthcare coverage management – PointCare's visionary Comprehensive Coverage Management platform.



Our Vision:

At PointCare, we envision a healthcare landscape where no patient slips through the cracks, where coverage management is seamless, and providers can focus unwaveringly on delivering exceptional care. Our mission is to solve the systemic challenge of patients unknowingly losing coverage, heralding a new era in comprehensive, patient-centric healthcare.

The PointCare Advantage:

Our proposal is more than a solution; it is a commitment to transforming how we approach coverage management. With PointCare, we not only identify terminations in real time but also proactively engage patients on your behalf, utilizing our cutting-edge coverage toolset. This includes Vance, a digital enrollment service, and a dedicated outreach team – a synergy designed to elevate coverage outcomes.

Aligned Incentives for a Healthier Tomorrow:

PointCare stands apart from conventional Medicaid retroactive services by ensuring complete alignment in our efforts to obtain and retain patient coverage. We believe in a future where incentives are harmonized, resulting in a healthcare ecosystem where self-pay visits diminish, and covered visits thrive.

Unveiling Possibilities:

Imagine a world where FQHCs seamlessly manage coverage, where patients not only receive exceptional care but also experience unparalleled coverage management. PointCare offers supplemental products and services tailored for FQHCs, enriching the patient experience and fostering stronger retention amidst new patient growth.

In summary, PointCare is not just a partner in coverage management; we are architects of a future where patients are covered comprehensively, where the burden of managing coverage is lifted, and where healthcare providers can focus entirely on patient well-being.

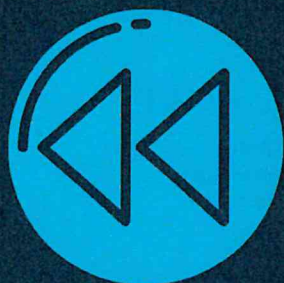
Sincerely,

Everett

Everett Lebherz
Co-Founder and CEO
PointCare

Uncovered Patients? Uncovered Visits?

It's a lot for FQHCs to manage on their own.



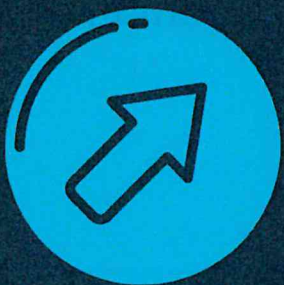
Retroactive Reimbursement

Clinics start with identifying past self-pay encounters that could be reimbursed by Medicaid. Within 90 days, patients not on Medicaid can even be enrolled to enable reimbursement. While this approach salvages some otherwise lost revenue, it has little benefit for patient experience or overall healthcare outcomes.



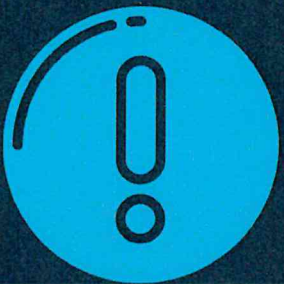
Self-Pay Visits

Clinics frequently encounter the challenge of patients arriving without coverage, often unaware of their status. This scenario not only disrupts patient care but also strains clinic resources. Without a proactive solution in place, clinics risk compromised patient experiences and increased administrative burden.



Patient Outreach

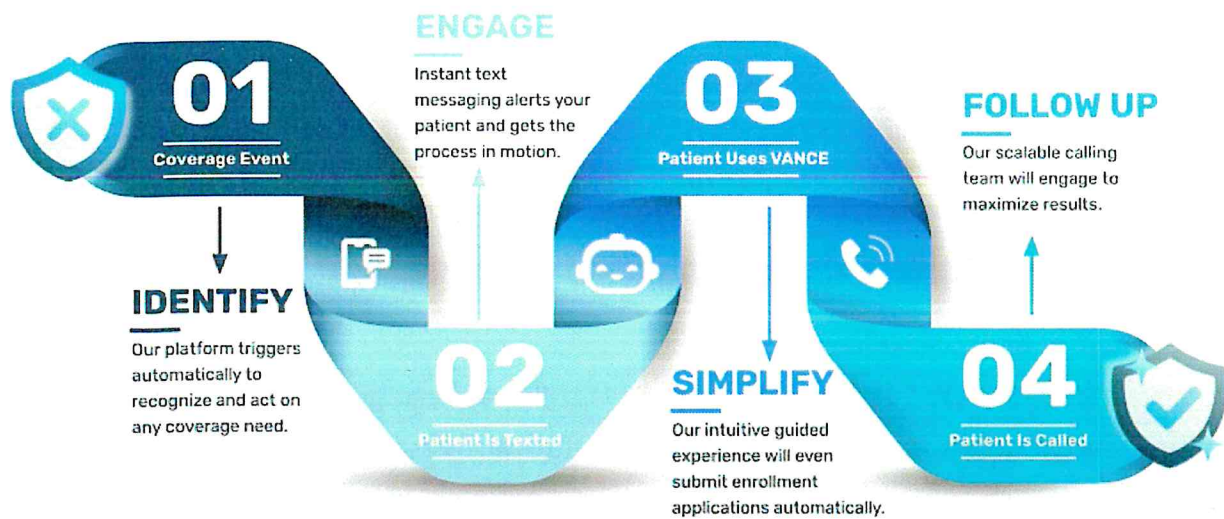
Clinics also commonly deploy patient outreach programs. While these efforts are useful in reducing patients showing up uncovered, manual outreach can be not only expensive and labor-intensive but also a frustratingly inefficient use of resources as it's difficult to identify which patients should be prioritized.



Redetermination Assistance

Effectively managing redetermination processes remains a formidable challenge for clinics. They often struggle with limited visibility into their patients' situations, relying on data that may be questionable or incomplete. Uncertainty makes it difficult to proactively ensure the ongoing continuity of patient care.

We've developed a scalable, proven method that manages coverage, while your staff focuses on what matters most.



The secret sauce is VANCE, our Enrollment Companion



Vance guides your patients through the enrollment process and even submits the applications *automatically*.

Our customized solution for **San Bernardino County Public Health** includes:



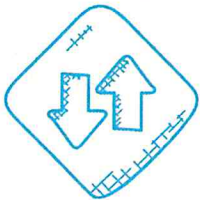
Platform Access & Reporting

Gain coverage insights as well as monthly summary report



Revenue Rescue

Find reimbursable past encounters



Self-Pay Conversion

Screen and cover self-pay patients into Medicaid



Redetermination Management

Facilitate continuous coverage during redetermination process



Lapse Detection

Identify dropped patients to get re-covered



Text Messaging with VANCE

Engage directly with patients via SMS and digital enrollment

Phone Outreach



Deploy our trained, scalable team to call and assist your patients

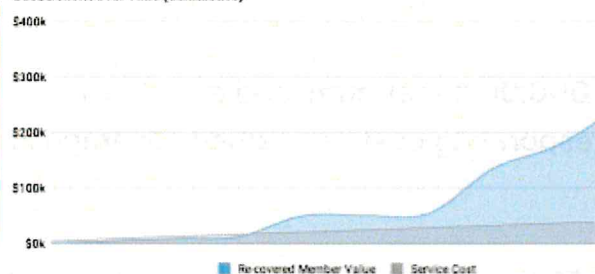
See Results

You'll see the impact with your own eyes.

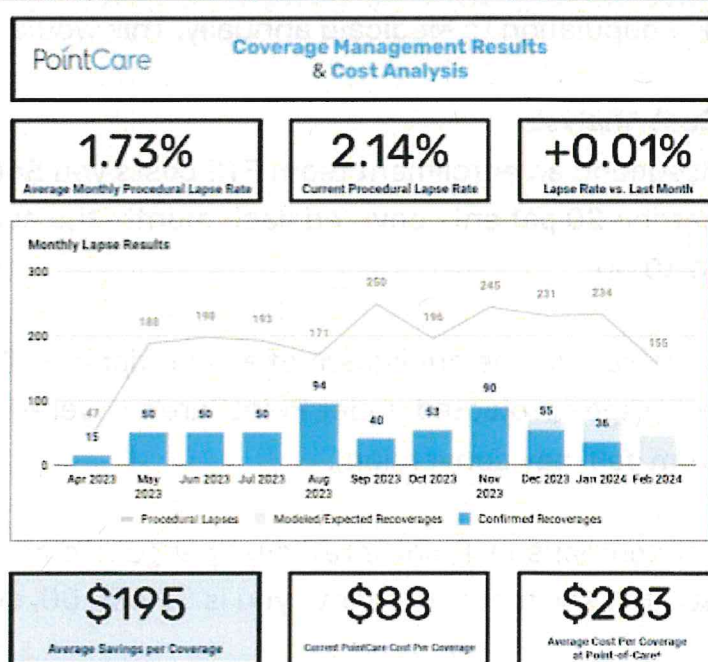
Our monthly Results Report will put it in hard numbers.



Cost/Benefit Over Time (Cumulative)



*The Effective Lapse Recovery Rate calculates confirmed recoveries only, excluding the three (3) most recent months due to the redetermination window of case of this report for the month of February 2024, the Lapse Recovery Rate reflects cumulative confirmed lapses up through the month of November 2023.



*Assuming an enrollment from full-time employee costs per \$11,000 per annum, and claims with an average of 15 monthly encounters.

While this sample report is representative of typical outcomes, it is not meant to be predictive.

ROI Projections

Patient Populations

San Bernardino County Public Health has 6,851 Medicaid patients and 3,442 self-pay patients. The goal is to retain coverage for the Medicaid population and convert the self-pay patients into Medicaid.

Lapses

We project that 1.50% of Medicaid patients will lapse coverage each month, or 103 patients.

We also conservatively project that PointCare will achieve continuous coverage for 30.00% of those lapsed patients. That comes out to 371 net additional Medicaid coverages annually.

Self-pay Conversion

We conservatively project that PointCare will be able to actively convert 4% of your self-pay population to Medicaid annually. This would be 138 net additional Medicaid coverages.

Cost Analysis

Assuming an enrollment team FTE costs you \$60,000.00 per annum, and assists with getting 20 patients covered each month, the corresponding cost per gained coverage is \$250.00.

It would take the equivalent of an additional 2.12 FTE (or \$127,250.00) to achieve the 509 coverages projected under PointCare's coverage management (371 from lapses and 138 from self-pay conversion).

For comparison, PointCare's cost per gained coverage under these projections would be \$85.58. The monthly cost to you is \$3,630.00, or 33.0¢ per patient per month.

In addition, we are confident that we can deliver an additional \$70,000.00 in retro Medicaid discovery for past self-pay encounters, effectively paying for PointCare in its entirety.

Your Customized Order

PointCare Recover+

Price **\$3,960.00**

Quantity 11

Total **\$43,560.00**

Total \$43,560.00

Contract Dates

Subscription Start Date	March 1, 2025	Payment Cycle	Annual
--------------------------------	---------------	----------------------	--------

Terms and Conditions

Member Limits: Member Limits are set according to the quote line items above (in quantities of Member Blocks of 1,000). Upon an excess of Member records on the platform, we may increase your Member Limit with an accompanying adjustment to your Subscription Fee that does not increase your unit cost. Member Limit adjustments are made in increments of 2,500 members for limits under 10,000 members, increments of 5,000 members to limits under 50,000 members, increments of 10,000 members for limits under 100,000, and increments of 25,000 members for limits at or in excess of 100,000 members.

Subscription Fees: The Subscription Fees will remain fixed during your subscription unless (i) you exceed your Member Limit or other applicable limits, (ii) you upgrade products or packages, (iii) you subscribe to additional features or products, including additional Contracts, or (iv) otherwise agreed to in your Order. We may also choose to adjust your fees upon written notice to you as described below.

Evergreen Subscription: The subscription has a set contract term of one year and will renew annually unless the contract is terminated by either party upon 60 days' written notice, prior to the end date.

Fee Adjustments: We reserve the right to adjust the subscription fee with written notice to you. Such adjustments will take effect 90 days after notice is provided. You may terminate the agreement by following the standard termination process, provided your written termination notice is received within 30 days of our fee adjustment notice. In this case, you will continue paying your current Subscription Fee through the Notice Period. For annual payments, any fee changes will be prorated.

Order Form: This Order Form is part of an agreement (the "Agreement") between you, the "Customer," and PointCare, LLC, a California limited liability company. The Agreement includes all of the terms and conditions stated in this Order Form and all of the terms and conditions provided in the PointCare Master Subscription Agreement. Upon signature by Customer and acceptance by PointCare, this Order Form shall become legally binding and governed by the PointCare Master Subscription Agreement (and Customer expressly agrees to be bound by the PointCare Master Subscription Agreement). This is not an invoice. PointCare may reject this Order Form in its sole and absolute discretion. The Effective Date of this Agreement is the date shown below.

Order Acceptance	
Signature	<i>Dawn Rowe</i>
Date	JAN 28 2025
Name	Dawn Rowe
Title	Chair, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By



Deputy

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES AND RELATED CONTENT.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OUR PRIVACY AND SECURITY POLICY, AND OUR BUSINESS ASSOCIATE AGREEMENT. THE "PRIVACY AND SECURITY POLICY" IS AVAILABLE AT <http://www.pointcare.com> which We may update from time to time, AND THE "BUSINESS ASSOCIATE AGREEMENT" IS ATTACHED OR SET FORTH BELOW AS EXHIBIT A HERETO. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS OF THE PRIVACY AND SECURITY POLICY, AND THE TERMS AND CONDITIONS OF THE BUSINESS ASSOCIATE AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of the last signature to this Agreement (the "**Effective Date**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement and any exhibits, schedules and addenda hereto (including Our Business Associate Agreement in Exhibit A) and Our Privacy and Security Policy and all Order Forms referencing this Master Subscription Agreement. All of the foregoing shall be deemed incorporated into this Agreement by reference.

"Anonymized Data" means Patient Data or indicators, metrics, analytics or scores based on such data that is in an anonymous or de-identified form in accordance with applicable laws and government regulations, as set

out in the Business Associate Agreement, such that it does not personally identify any specific Patient or Customer.

"Documentation" means the applicable Platform or Service documentation, including usage guides and policies, as updated from time to time, that is accessible via Our website, the Platform or the applicable Service.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Member Agreement" means a written agreement between a Patient and Us that provides (i) for the Patient's direct use of the Platform; and (ii) the Patient's authorization for Us to use his/her Patient Data in connection with the Platform, Services or other purposes independent of this Agreement.

"Order Form" means an ordering document or online order that is entered into between You and Us or any of Our Affiliates from time to time, and that specifies the Services to be provided hereunder. Each Order Form shall incorporate any applicable Service Terms, addenda and supplements referenced therein. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Any additional terms or provisions included in the Order Form are binding on the parties.

"Patient" means any individual patient about whom data has been stored in or processed by the Services or Platform.

"Patient Data" means any data or information submitted (i) in the form submitted by You to the Platform concerning or relating to a Patient that is stored in or processed by the Platform, including such data or information submitted by You as part of Your Data (**"Your Submitted Patient Data"**) or (ii) by a Patient directly to Us or the Platform, pursuant to a Member Agreement.

"Platform" means the PointCare System, including the Services, data, materials and content made available via the PointCare System, to which You and/or Your Users have access under this Agreement, including associated Documentation therefor, but does not include Your Data or Patient Data.

"Platform License" means the license for the Purchased Services each as may be more fully described in an Order Form.

"Professional Services" means additional services provided by Us that are not included in a base subscription. This includes but is not limited to additional training, specialized support, travel, development, data manipulation/analysis, custom reports and dashboards development, change management and reimplementations.

"Purchased Services" means Services that You or Your Affiliates order or purchase under an Order Form.

"Services" means the products, features and services that are made available by Us via the Platform, including such items available online via Our portal at <http://www.pointcare.com> and/or other web pages designated by Us, as well as associated offline or mobile components.

"Service Content" means the content, data, information, analysis and output provided by any Service or via the Platform, but does not include Your Data or Third Party Content.

"Service Terms" means additional or supplemental terms of use and other limitations, restrictions and charges applicable to a particular Service.

"Third Party Content" means information obtained by Us from publicly available sources or third party content providers and made available to You or Users through the Platform or pursuant to an Order Form.

"User" means an individual who is authorized by You to use the Services, for whom a subscription has been purchased (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and who has been supplied a user identification and password by You (or if applicable by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, Your Patients, and third parties with whom You transact business.

"We," "Us" or "Our" means PointCare, LLC, a California limited liability company.

"Work Product" means all materials, software, tools, data, inventions, works of authorship, and other developments of any kind that We, or Our personnel working for or through Us, may make, conceive, generate, develop, fix in a tangible medium or reduce to practice, alone or jointly with others, pursuant to or as a result of this Agreement, including as part of Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection, including but not limited to any improvements or modifications to the Platform or its Documentation.

"Your Data" means all electronic data or information in the form submitted by You to the Platform and includes Your Submitted Patient Data. Your Data includes all non-anonymized copies of the foregoing and derivative works of, based on, derived from or otherwise to the extent using any non-anonymized representations of Your Data.

2. USE OF THE SERVICES

- 2.1. **Provision of Purchased Services.** We will make the Platform and Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during an applicable subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. We shall: (a) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (b) use commercially reasonable efforts to make the Purchased Services

available to You as set forth in Section 6.1 (Availability), except for: (i) planned downtime (which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 8:00 a.m. Monday Pacific Time and provide you with reasonable prior notice), or (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (c) provide the Purchased Services in accordance with laws and government regulations applicable to Our provision of Services to Our customers generally (i.e., without regard for Your particular use of the Services), subject to Your use of the Purchased Services in accordance with this Agreement and the Documentation.

2.2. Platform Licenses. Unless otherwise specified in the applicable Order Form, (a) Services are purchased as a Platform License and may be accessed only by You or Your permitted Users, (b) additional Services may be added during the applicable subscription term prorated for the remainder of the subscription term in effect at the time the additional Services are added, and (c) the added Services shall terminate on the same date as the pre-existing subscriptions. Each Platform License is for designated Users only and cannot be shared or used by more than one individual.

2.3. Your Responsibilities. You shall (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (d) use the Services and Service Content only in accordance with applicable laws and government regulations. You are responsible for furnishing, at Your expense, any computer, networking, telecommunications and other equipment necessary for Your or Users to access the Internet and/or connect to the Services. You will provide Us with remote access to Your systems and networks as needed to provide support and other Services hereunder. You acknowledge and agree that We will have no liability for delays, problems or non-performance arising from the failure to provide such access.

2.4. Restrictions. Services are subject to usage limits set forth in Order Forms and Documentation. You shall not (a) make the Platform, Services or Service Content available to anyone other than Users except as permitted herein or in an Order Form, (b) sell, resell, rent or lease the Services or Service Content, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or Service Content, (f) attempt to gain unauthorized access to the Services or their related systems or networks, (g) create derivative works based on the Services or Service Content except as authorized herein, (h) copy, frame or mirror any part of the Services or Service Content, other than copying or framing on Your own intranets or

otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services or Service Content in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

2.5. Patient Members. In order to deliver on patient engagement features and if the Patient elects to work with Us on their profile and coverage management, then You understand that We will be working with the Patient directly under a separate Member Agreement independent of this Agreement. You agree that We may reasonably contact Patients that You identify to Us to invite them to become a member of the Platform (a "**Member**"). Once a Patient has become a Member by executing a Member Agreement with Us, he or she may obtain access to additional Services and Service Content. You will not be a party to the Member Agreement or have any responsibility or liability thereunder. You acknowledge and agree that a Member may retain access to the Platform and his or her Patient Data consisting of demographic and coverage related data and personal documents (collectively "**Member Data**") following termination of this Agreement (including such Member Data contained within Your Data), and that We retain the right to collect additional Patient Data for or from such Member and to store, use and process Member Data following termination of this Agreement subject to any limitations in Section 4.3 (Patient Data) and the Member Agreement. Profile information and data provided by a Member outside the Purchased Services will not be combined with Your Data, and use of such data will be governed solely by the Member Agreement.

2.6. Professional Services. All Professional Services work will be agreed upon in writing in an Order Form prior to commencing services. We will provide Professional Services on the schedule mutually agreed upon in the Order Form. Our representatives will comply with Your reasonable written rules and regulations with respect to Professional Services performed on Your premises or requiring remote access to Your networks, provided that such rules and regulations are provided to Us prior to commencement of the services.

2.7. Updates and Changes to Platform and Terms. During the term of this Agreement, We will provide You with access to upgrades and updates to the Platform that have been generally made available to Our other users of the Platform. We may also from time to time modify the Platform or its content, as well as the terms, procedures and protocols related thereto, by giving written notice to You. If any such upgrade, update or modification materially affects the features and functionality of the Platform or its contents ("**Material Modification**"), You, as your sole remedy, may terminate this Agreement within thirty (30) days of such notice by giving written notice to Us, and We will refund any unearned, prepaid fees promptly following termination. We may avoid such termination if, within fifteen (15) days of receipt of Your written notice, We agree in writing to eliminate the applicability of the adverse modification to You. If You do not exercise Your termination right as provided in this Section then You will be deemed to have accepted the modification, including any modified term, procedure or protocol.

2.8. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not disclose Your Data except as provided in Our Privacy and Security Policy, Our Business Associate Agreement, or as compelled by law in accordance with Section 5.3 (Compelled Disclosure), provided that for the purpose of clarity, We may use and disclose Patient Data included in Your Data as provided in Section 4.3 (Patient Data) and the Business Associate Agreement. You should retain copies of Your Data for backup and archival purposes, and We shall not be liable for any loss of Your Data.

2.9. Service Terms. Your use of any Purchased Service shall be subject to any Service Terms for Purchased Services of which You are notified, and such Service Terms are hereby incorporated into this Agreement. We may add additional Service Terms or modify existing Service Terms from time to time in accordance with Section 2.7 (Updates and Changes to Platform and Terms).

3. FEES AND PAYMENT

3.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased and/or number of Users/identities, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the services purchased cannot be decreased during the relevant subscription term stated on the Order Form. Service fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for additional Services added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. We may increase fees for renewal terms in accordance with Section 9.2. Unless otherwise agreed in an Order Form Professional Services are billed at \$300 per hour.

3.2. Payment. If applicable, You will provide Us with valid and updated credit card information, payment card information, bank wire or electronic funds transfer information, or other payment information reasonably acceptable to Us. Payments are due within sixty (60) days after issuance of invoice. In providing such payment information, You authorize Us to charge You the fees for the Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 9.2 (Term of Platform Purchased Licenses) (the date of any such charge is referred to herein as a Due Date). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.2. [Reserved]

3.3. Suspension of Service and Acceleration. If any amount owed by You under this Agreement is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts You have authorized

Us to charge to Your credit card), We may, , suspend Our services to You until such amounts are paid in full. We will give You at least seven (7) days' prior notice that Your account is overdue, in accordance with Section 10.1 (Manner of Giving Notice), before suspending services.

3.4. Payment Disputes. We shall not exercise Our rights under Section 3.3 (Overdue Charges) or 3.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

3.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes, as applicable, associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Platform, Services and Service Content, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. As between You and Us, all Service Content (excluding any of Your Data contained therein), including all database, copyright, derivative and other intellectual property rights in such Service Content, shall be Our property, and You agree not to use or disclose Service Content except for the purposes set forth in this Agreement.

4.2. Your Data. You or Your licensors shall retain ownership in or to Your Data as input into the Platform, including any intellectual property rights therein, and may use such data for Your own purposes. You hereby grant Us, our Affiliates and our designees a perpetual, irrevocable, royalty-free, non-exclusive right to use, disclose and distribute Your Data in connection with and solely for the purpose of the provision of the Purchased Services, the operation of the Platform and the creation and distribution of Service Content via the Platform; provided that such Patient Data shall only be used in accordance with Section 4.3 (Patient Data). Our rights to use and disclose Your Data and Patient Data shall at all times be subject to any restrictions set forth in this Agreement, Member Agreement, Business Associate Agreement and any restrictions imposed by applicable laws and regulations. Subject to any retention rights to Your Data contained in this Agreement or the Business Associate Agreement, We will promptly return

and/or delete Your Data upon Your written request, after which all rights granted in this Section 4.2 to Us, our Affiliates or our designees to use, disclose or distribute Your Data shall immediately cease.

- 4.3. Patient Data.** Nothing in this Agreement shall affect the rights of any Patient in and to the Patient Data relating to such Patient or shall affect any rights to use such Patient Data that a party has lawfully obtained from the Patient independent of this Agreement. We shall have the right to use, disclose and distribute Patient Data: (a) in connection with the operation of the Platform to provide Services or Service Data to You,

Your Users or to the Patient that is the subject of such Patient Data, (b) as authorized (in a Member Agreement or otherwise) by the Patient that is the subject of such Patient Data, and (c) in connection with the creation, use and distribution of Anonymized Data.

- 4.4. Work Product.** Except as otherwise specified in an Order Form, You agree that all Work Product, in whatever form or medium, created in connection with this Agreement shall be Our property. You acknowledge that We shall have in Our discretion the sole right to license and/or incorporate the Work Product (or any portion thereof) into the Platform or other products or services, for use by Our other licensees or customers.

- 4.5. Suggestions.** You grant to Us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You or Users relating to the operation of the Services. [You make no representation or warranty of any nature or kind whatsoever regarding the accuracy, completeness, authenticity, usefulness, timeliness, reliability, appropriateness or sequencing of such suggestions.

- 4.6. Assignment of Confidential Information or IP; Further Assurances.** To the extent that either of us obtains or retains rights in any Confidential Information, materials or intellectual property contrary to the allocation of ownership set forth in this Agreement, such party agrees to and hereby assigns and conveys to the other party the assigning party's right, title and interest, if any, in such items. The parties will cooperate with each other to execute any documents necessary to achieve the intent of this Section.

5. CONFIDENTIALITY AND PUBLICITY

- 5.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), 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. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Platform and Service Content; and Confidential Information of each party shall

include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Protection of Confidential Information. Except as required by law, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party (other than in confidence to its Affiliates and their legal counsel, advisors and accountants) without the other party's prior written consent. This Section 5 shall not limit Our right to use any Member Data in accordance with Section 4.3 (Patient Data).

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing

Party if it is compelled by law or regulatory authority to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.4. Advertising. You agree that We shall have the right to use Your name or the existence of this Agreement, or any Order Form in any advertisement, press releases, marketing, social media, publicity and or other similar types of matter, except to the extent You and We agree otherwise in writing.

6. WARRANTIES AND DISCLAIMERS

6.1. Availability. We strive for a 99.99% uptime as part of our highly available infrastructure. We cannot guarantee the continuous, uninterrupted or error-free operability of the Platform or

Services. You agree that Your use of the Purchased Services is at Your sole risk. There may be times when all of, or certain features, parts or content of the Platform become unavailable or are modified, suspended or withdrawn by Us, in Our sole discretion, without notice to You. You agree that We will not be liable to You or to any third party for any unavailability, modification, suspension or withdrawal of any Services, or any features, parts or content thereof, except as expressly provided for herein.

- 6.2. Our Warranties.** We warrant that (a) We have validly entered into this Agreement and have the legal power to do so, and (b) the functionality of the Purchased Services will not be materially decreased during the subscription term. For any breach of a foregoing warranty, Your exclusive remedy shall be as provided in Section 2.7 (Updates and Changes to Platform and Terms) or Section 9.3 (Termination for Cause) and Section 9.4 (Refund or Payment upon Termination).
- 6.3. Your Warranties.** You warrant that (a) You have validly entered into this Agreement and have the legal power to do so, and (b) that You have all rights, licenses, consents and releases necessary to provide all Your Data for the uses contemplated hereunder.
- 6.4. Malicious Code.** We do not represent or warrant that the Platform or Service Content will be free from Malicious Code that may have contaminating or destructive elements. It is Your responsibility to implement appropriate security safeguards (including anti-virus and other security checks) to satisfy Your particular requirements as to the safety and reliability of the Platform and Service Content.
- 6.5. Push Notifications.** You acknowledge that the Platform may use push notifications, texts, emails, or other electronic messages to send certain alerts or notices, and You consent to receive any such notifications. WE SHALL NOT BE LIABLE FOR THE TRANSMISSION OF, OR ERRORS OR FAILURES IN TRANSMISSION OF, ANY PUSH NOTIFICATION OR ALERT, INCLUDING ANY LIABILITY FOR ANY UNWANTED, MISSED OR IGNORED PUSH NOTIFICATIONS OR ALERTS.
- 6.6. No Exclusion.** We represent and warrant that Our and Our Affiliates' officers, directors, officers, and employees (1) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal healthcare programs**"); (2) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (3) are not under investigation or otherwise aware of any circumstances which may result in Us or such officers, directors, officers, and employees being excluded from participation in the Federal healthcare programs. This foregoing shall be an ongoing representation and warranty during the term of this Agreement and We shall immediately notify You of any change in the status of the representations and warranties set forth in this section.

6.7. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. 7 MUTUAL INDEMNIFICATION

POINTCARE will indemnify, defend, and hold harmless Customer and its -rata refund of the unearned fees paid by Customer to POINTCARE for such products or equipment.

POINTCARE also agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. POINTCARE's indemnification obligation applies to the Customer's "active" as well as "passive" negligence but does not apply to the Customer's "sole negligence" or "willful misconduct" within the meaning of California Civil Code section 2782.

The indemnification obligation in this section shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

7.1. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriate the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your Platform

License for such Services upon thirty (30) days' written notice and refund to You any prepaid fees covering the remainder of the term of such Platform License after the effective date of termination.

Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data used by Us in accordance with and for purposes of this Agreement, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense. Without in any way affecting the indemnity herein provided and in addition thereto, We shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment 1, as attached hereto and incorporated herein. officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any products or equipment provided under or subject to this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify WE promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve WE of its obligations only if and to the extent that such delay or failure materially prejudices WE's ability to defend such lawsuit or claim. Customer will give POINTCARE sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that POINTCARE may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the products or equipment that are the subject of the claim. In the event that POINTCARE fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by POINTCARE, then POINTCARE shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to POINTCARE. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit POINTCARE's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in POINTCARE's opinion, any products or equipment sold or provided by POINTCARE subject to

this Agreement become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, POINTCARE may, at its option: (i) procure for Customer the right to continue using the products or equipment; (ii) replace or modify the products or equipment to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of POINTCARE, Customer shall cease use of the products or equipment upon written notice from POINTCARE, and POINTCARE shall provide Customer with a pro-rata refund of the unearned fees paid by Licensee to POINTCARE for such Licensed Products or Services.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

8.1. Third Party Content. THIRD PARTY CONTENT IS AVAILABLE "AS IS" AND "AS AVAILABLE" AND USE THEREOF IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL WE HAVE ANY LIABILITY OR DEFENSE OR INDEMNIFICATION OBLIGATION FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY CONTENT, INCLUDING ERRORS, DELAYS, DOWNTIME OR PROBLEMS IN THE SERVICES CAUSED BY SUCH THIRD PARTY CONTENT.

8.2. Illicit Access. WE SHALL NOT BE LIABLE FOR ANY INSTANCES IN WHICH PATIENT DATA STORED OR COMMUNICATED THROUGH THE PLATFORM IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS; INCLUDING WITHOUT LIMITATION SITUATIONS IN WHICH

PATIENT DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS THAT MAY EXIST IN THIRD PARTY APPLICATIONS, SERVICES, NETWORKS OR SYSTEMS. SHOULD ANY BREACH OCCUR, WE SHALL UTILIZE THE BREACH PROTOCOL OUTLINED IN THE PRIVACY AND SECURITY POLICY.

8.3. Limitation of Liability. EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF TWO HUNDRED FIFTY THOUSAND

DOLLARS (\$250,000) OR THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT FOR PURCHASED SERVICES).

8.4. Exclusion of Consequential and Related Damages. EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF TWO HUNDRED FIFTY THOUSAND

DOLLARS (\$250,000) OR THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT FOR PURCHASED SERVICES).

8.5. Exclusion of Consequential and Related Damages. EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Platform Licenses granted in accordance with this Agreement have expired or been terminated.

9.2. Term of Purchased Platform Licenses. Platform Licenses purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Platform Licenses shall automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall automatically increase five percent (5%) at each renewal unless We have given You written notice of alternative pricing at least thirty (30) days before the end of such prior term.

9.3. Termination for Cause. A party may terminate this Agreement for any reason with or without cause upon sixty (60) days written notice..

9.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 9.3, We will not refund to You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with the Section 9.3. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

9.5. Return of Data. You may make a request for a copy of Your Data in accordance with Section 2.10

(Data Copy) within thirty (30) days after the effective date of termination of a Purchased Services subscription. Following delivery of such copy, We may permanently delete all of Your Data from the Platform (including any third party systems used by Us to host or process Your Data).

9.6. Surviving Provisions. Section 3 (Fees and Payment for Purchased Services), 4 (Proprietary Rights), 5 (Confidentiality and Publicity), 6 (Warranty and Disclaimers), 7 (Mutual Indemnification), 8 (Exclusions and Limitation of Liability), 9.4 (Refund or Payment upon Termination), 9.5 (Return of Your Data), 10 (Notices, Governing Law and Jurisdiction) and 11 (General Provisions) shall survive any termination or expiration of this Agreement.

10. NOTICES, GOVERNING LAW AND JURISDICTION

10.1. Notice. Notices under this Agreement should be directed to the applicable address set forth in an Order Form. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing (return receipt requested at the time of sending), or (c) the second business day after sending by confirmed facsimile. Notices to You may also be made via email or via the Platform (provided email shall not be sufficient for notices of termination, breach or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You in an Order Form. It is Your sole responsibility to maintain current billing contact information. You must notify Us fifteen (15) days in advance of upgrades or changes to Your system that may cause integration, connectivity, or accessibility issues for Us.

10.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with California and applicable federal law without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, legal proceedings or litigation arising in connection with this Agreement, the Services or the Platform will be brought solely in the federal or state courts located in San Bernardino County, California, United States, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

10.3. Arbitration. You hereby acknowledge and agree to resolve any dispute or claim arising under or relating to this Agreement through binding arbitration, except that, to the extent You have in any manner violated or threatened to violate Our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to jurisdiction and venue in such courts. Arbitration under these terms shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator. The selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the non-prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. Except as otherwise set forth in this Agreement, each party shall pay for and bear its own costs and legal fees, costs and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur).

10.4. Class Action Waiver. To the fullest extent permitted by applicable law, no arbitration under these terms shall be joined to an arbitration involving any other party subject to these terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. IN ANY DISPUTE, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

11. GENERAL PROVISIONS

11.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

11.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

- 11.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 11.6. Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 3 (Invoicing and Payment).
- 11.7. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this Section shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.8. Counterparts.** Any Order Form or other non-electronic form of any document in this Agreement may be executed (a) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (b) via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to a Party, and any such signatures shall be treated as original signatures for all applicable purposes.
- 11.9. Entire Agreement.** This Agreement, all Order Forms, Our Privacy and Security Policy, and Our Business Associate Agreement, including all exhibits and addenda thereto or referenced therein, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) an Order Form, (2) with respect to PHI, the Business Associate Agreement, (3) this Master Subscription Agreement, (4) Our Privacy and Security Policy, and (5) the Documentation. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other

order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Customer

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated:

IAN 28 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By



Deputy

PointCare, LLC

PointCare, LLC

1212 Broadway Plaza, Walnut Creek, CA 94596

Everett Lebherz

CEO



01 / 16 / 2025

Exhibit A
Business Associate Agreement

This Business Associate Agreement (this "BAA") becomes effective pursuant to the terms of the Master Services Agreement (the "Underlying Agreement") between the party or parties referred to as "You" or "Your" in the Underlying Agreement (collectively, "Customer") and PointCare, LLC, a California limited liability company ("PointCare"). Pursuant to the Underlying Agreement, PointCare may receive, use and/or disclose for or on behalf of Customer certain PHI that is subject to protection under applicable law. This Business Associate Agreement applies to the PHI received, created, maintained or transmitted in connection with PointCare's Services to Customer (as such terms are defined in the applicable Underlying Agreement, as further defined below):

- A. Receipt, maintenance, use and disclosure of PHI by PointCare on behalf of Customer in providing the Services; and
- B. Receipt of PHI by PointCare from Customer; receipt of requests for PHI by PointCare from Customer with respect to specific payers and patients; submission on behalf of Customer of those requests to other participating payers, vendors, or providers; receipt on behalf of Customer of responses from participating payers, vendors, or providers to Customer requests; and provision to Customer of those responses.

1. Definitions.

- 1.1 "Breach" will have the same meaning given to such term in 45 C.F.R. § 164.402.
- 1.2 "Covered Entity" will have the same meaning given to such term in 45 C.F.R. § 160.103.
- 1.3 "Designated Record Set" will have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- 1.4 "Electronic Protected Health Information" or "Electronic PHI" will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that PointCare creates, receives, maintains or transmits from or on behalf of Customer.
- 1.5 "Individual" will have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.6 "Parties" will mean, collectively, Customer and PointCare.
- 1.7 "Party" will mean, individually, Customer or PointCare.

- 1.8 "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, Subparts A and E.
- 1.9 "Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by PointCare from or on behalf of Customer or its customers. All references to PHI include Electronic PHI.
- 1.10 "Required by Law" will have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 1.11 "Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.12 "Security Incident" will have the meaning given to such term in 45 C.F.R. § 164.304.
- 1.13 "Security Rule" will mean the Security Standards at 45 C.F.R. Parts 160 and Part 164, Subparts A and C.
- 1.14 "Unsecured PHI" will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.
- 1.15 "Underlying Agreement" will mean the Master Services Agreement between PointCare and Customer that incorporates this BAA by reference.
- 1.16 Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, and the Underlying Agreement which definitions are incorporated in this BAA by reference.

2. Permitted Uses and Disclosures of PHI.

- 2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this BAA, PointCare may use or disclose PHI to perform Services for Customer and Patients as specified in the Underlying Agreement. PointCare may de-identify PHI to performance test, trouble-shoot and improve the Services and other uses as provided in the Underlying Agreement.
- 2.2 Permitted Uses of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may use PHI for the proper management and administration of the Services.

- 2.3 Permitted Disclosures of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may disclose PHI for the management and administration of the Services. In addition, PointCare may use or disclose PHI as Required by Law. PointCare may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. Obligations of PointCare.

- 3.1 Appropriate Safeguards. We will use appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, intended to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA. Except as expressly provided in the Underlying Agreement, PointCare shall not assume any obligations of a Covered Entity under the HIPAA Final Rule. To the extent that PointCare is to carry out any of Covered Entity's obligations under the HIPAA Final Rule as expressly provided in the Underlying Agreement, PointCare will comply with the requirements of the HIPAA Final Rule that apply to Customer in the performance of such obligation.
- 3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. PointCare will report to Customer any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, that becomes known to PointCare, within ten (10) days following discovery, and will provide a further report within a reasonable period of time after the information becomes available using commercially reasonable efforts to do so; provided, however, that Customer acknowledges and agrees that this Section constitutes notice by PointCare to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Customer by PointCare will be required only upon request. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on PointCare's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. PointCare's notification to Customer of a Breach will include, where commercially reasonable, information to determine: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PointCare to have been, accessed, acquired or disclosed during the Breach; (ii) any particulars regarding the Breach that a Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404; and (iii) any remedial actions taken by PointCare to mitigate the adverse effects of the Breach.
- 3.3 PointCare's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, PointCare will require a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of PointCare for services provided to Customer, providing that the subcontractor or agent agrees to restrictions

and conditions that are substantially similar to those that apply through this BAA to PointCare with respect to such PHI or Electronic PHI.

- 3.4 Access to PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare agrees to make such information available to Customer pursuant to 45 C.F.R. § 164.524, within a commercially reasonable time from PointCare's receipt of a written request from Customer; provided, however, that PointCare is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to PointCare, or inquires about his or her right to access, PointCare will forward such request to Customer within a reasonable period of time.
- 3.5 Amendment of PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare agrees to make such information available to Customer for amendment pursuant to 45 C.F.R. § 164.526 within a reasonable period of time from PointCare's receipt of a written request from Customer; provided, however, that PointCare is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to PointCare, or inquires about his or her right to amendment, PointCare will forward such request to Customer.
- 3.6 Documentation of Disclosures. PointCare agrees to use commercially reasonable efforts to document such disclosures of PHI 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 45 C.F.R. § 164.528.
- 3.7 Accounting of Disclosures. PointCare agrees to provide to Customer, within a commercially reasonable period of time, from PointCare's receipt of a written request from Customer, information collected in accordance with Section 3.6 of this BAA, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to PointCare, or inquires about his or her right to an accounting, PointCare will forward such request to Customer.
- 3.8 Governmental Access to Records. PointCare will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PointCare on behalf of Customer available to the Secretary, and ensure a copy of written materials delivered to the Secretary is delivered to Customer, for purposes of the Secretary determining a Covered

Entity's or Customer's compliance with the Privacy Rule, the Security Rule, and/or the Final Rule.

3.9 Mitigation. To the extent practicable, PointCare will mitigate and cooperate with Customer's efforts to mitigate a harmful effect that is known to PointCare of a use or disclosure of PHI by PointCare that is not permitted by this BAA.

3.10 Minimum Necessary. PointCare will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. PointCare acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, PointCare under the Privacy Rule and Security Rule. PointCare agrees to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

3.12 Reasonable Assurances. Upon reasonable written request of Customer, PointCare will provide Customer with reasonable assurances that PointCare is in compliance with the obligations of this BAA. Such assurances may include, without limitation, information from third party consultants or security reviews, or, as mutually agreed upon with PointCare.

4. Permissible Requests By Customer. Customer will not request PointCare to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Customer, except as permitted pursuant to the provisions of Sections 2.2 and 2.3 of this BAA.

5. Term And Termination.

5.1 Term. The term of this BAA will commence as of the BAA Effective Date, and will terminate when all PHI provided by Customer to PointCare, or created or received by PointCare on behalf of Customer, is destroyed or returned to Customer. If it is infeasible to return or destroy PHI, PointCare will extend the protections to such information, in accordance with Section 5.3. The BAA Effective Date shall be the Effective Date of the Underlying Agreement, or the Date this BAA was executed by PointCare if this is an executable version of the BAA.

5.2 Termination for Cause. Upon Customer's knowledge of a material breach by PointCare of this BAA, Customer will provide written notice to PointCare detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, Customer may terminate this BAA, if the breach remains uncured.

5.3 Effect of Termination.

- 5.3.1 Except as provided in Section 5.3.2, and subject to Section 11.4 of the Underlying Agreement, upon termination of the Underlying Agreement or this BAA for any reason, PointCare will return or destroy all PHI received from Customer, or created or received by PointCare on behalf of Customer, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of PointCare.
- 5.3.2 PointCare shall not be obligated to return or destroy any PHI received from Customer or any Patient which the Patient expressly permits PointCare to retain pursuant to a Member Agreement (as defined in the applicable Underlying Agreement) executed by the Patient and PointCare, and may continue to use such PHI in accordance with the Member Agreement. With respect to any PHI not subject to a Member Agreement, if PointCare is obligated, in its reasonable determination, to retain PHI, or if it determines that it is otherwise infeasible for PointCare to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, PointCare will: (a) extend the protections of this BAA to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as PointCare maintains such PHI.

6. Cooperation With Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.
7. Survival. The respective rights and obligations of PointCare under this BAA will survive the termination of this BAA and the Underlying Agreement.
8. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA will control with regards to that specific language. Nothing in this BAA will change the terms and conditions of the Underlying Agreement related to disclaimers, limitations of liability, indemnity, or other risk allocation, limitation, or similar provision. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over PointCare or

Customer, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of PointCare or Customer that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the

HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA will control.

9. General. This BAA is governed by, and will be construed in accordance with, the laws of the state that govern the Underlying Agreement and applicable federal law including without limitation the HIPAA Final Rule. Any action relating to this BAA must be commenced within two years after the date upon which the cause of action accrued. This BAA may only be assigned in connection with an assignment of the Underlying Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA will not be affected. All notices relating to the Parties' legal rights and remedies under this BAA will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this BAA. This BAA may be modified, or any rights under it waived, only by a written agreement executed by the authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of applicable law. Nothing in this BAA will confer any right, remedy, or obligation upon anyone other than Customer and PointCare. This BAA and any Underlying Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this BAA shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this BAA will not act as a waiver of such rights.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year below written.

Customer

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: JAN 28 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.



By

Deputy

PointCare, LLC

Everett Lebherz

CEO



PointCare, LLC 1212 Broadway Plaza,
Walnut Creek, CA 94596
01 / 16 / 2025

Attachment 1

INSURANCE REQUIREMENTS

POINTCARE agrees to provide insurance set forth in accordance with the requirements herein. If POINTCARE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, POINTCARE agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, POINTCARE shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of POINTCARE and all risks to such persons under this Agreement. If POINTCARE has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – POINTCARE shall carry General Liability Insurance covering all operations performed by or on behalf of POINTCARE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If POINTCARE is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If POINTCARE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy must apply to bodily injury/property damage, personal injury/advertising injury and must include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage must also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering (i) liability of POINTCARE by reason of any actual or alleged error, omission, negligent act or wrongful act of POINTCARE committed in rendering or failing to render any products or services, and shall specifically include coverage for liabilities caused by a security breach, breach of privacy or a breach of privacy regulations, including but not limited to unauthorized disclosure of information, unauthorized access, or failure to protect a network security breach; and liabilities resulting from the unauthorized release, transmission or publication of private or technical information in POINTCARE's possession under the scope of the Agreement; (ii) include the indemnification of Customer for any costs and expenses, including Customer's notification expenses, incurred by Customer arising out of a security breach, privacy breach or breach of privacy regulations.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements including Customer as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** POINTCARE shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit POINTCARE and POINTCARE's employees or agents from waiving the right of subrogation prior to a loss or claim. POINTCARE hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** POINTCARE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between POINTCARE and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** POINTCARE shall furnish Certificates of Insurance to Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and POINTCARE shall maintain such insurance from the time POINTCARE commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, POINTCARE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by POINTCARE or Customer payments to POINTCARE will be reduced to pay for Customer purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. POINTCARE agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

Terms and Conditions

This document will serve as a written disclosure provided to you to describe your rights in the context of this engagement.

1. By agreeing to the terms and conditions, you're assigning "PointCare, LLC." (referred to as the "Company") as your Authorized Representative for Medicaid. Clicking "Accept" is the equivalent of signing the Authorized Representative form with the Company as your representative (view the full version [here](#)). This will authorize the Company to take actions on your behalf, including:

- Complete and sign your application on your behalf
- Complete and sign renewal/redetermination forms
- Provide Medicaid with additional information about your application
- Report any changes you may have (eg: address change, income changes, etc) to Medicaid
- Help you choose a health plan and primary care provider, and communicate the choice to Medicaid
- Help with fair hearings and appeals regarding your application

2. Making the Company your Authorized Representative will also let the Company receive any communications you would receive from Medicaid. This may include notices regarding :

- Your application getting approved
- Your coverage expiring
- Renewal notices
- Requests for additional information

Version v1.11, Updated 03/20/2023

Versión v1.11, Actualizada el 20/03/2023

Términos y Condiciones

Este documento servirá como información escrita que se le proporcionará para describir sus derechos en el contexto de este compromiso.

1. Al aceptar los términos y condiciones, está asignando a "PointCare, LLC". (denominada la "Compañía") como su representante autorizado para Medicaid. Al hacer clic en "Aceptar" equivale a firmar el formulario de Representante Autorizado con la Compañía como su representante (ver la versión completa [aquí](#)). Esto autorizará a la Compañía a realizar acciones en su nombre, incluyendo:

- Completar y firmar la solicitud en su nombre
- Completar y firmar los formularios de renovación/redeterminación
- Proporcionar a Medicaid información adicional sobre su solicitud
- Reportar a Medicaid de cualquier cambio que se produzca (por ejemplo, cambio de domicilio, de ingresos, etc.)
- Ayudarlo a elegir un plan de salud y un proveedor de atención primaria, y comunicar la elección a Medicaid
- Ayudar con las audiencias y recursos justamente con respecto a su solicitud

2. Al hacer que la Compañía sea su Representante Autorizado, también permitirá que la Compañía reciba cualquier comunicación que usted reciba de Medicaid. Esto puede incluir avisos relacionados con :

- La aprobación de su solicitud

The Company is also authorized to respond to any inquiries on your behalf.

3. The Company is working as a **vendor** for "San Bernardino County Public Health" (referred to as the "Clinic") to assist you with your enrollment to Medicaid. The Company is financially compensated by the Clinic to provide this service to you.
4. The Company may also assist you by making selections on your application including selections for primary care provider and health plan. The Company may make these selections with or without consultation with you or your direct input. Such selections are exclusively made respecting the Company's duty and responsibility to represent you and your interests. Under most circumstances, the Company will select the Clinic as your primary care provider and a health plan available at the Clinic.
5. The Company retains the right to terminate the Authorized Representative agreement at any point in time.
6. You acknowledge and agree that although the Company will submit your application to Medicaid, it does not guarantee approval. The decision will be made by Medicaid after reviewing your application.

- El vencimiento de su cobertura
- Avisos de renovación
- Solicitudes de información adicional

La Compañía también está autorizada a responder a cualquier consulta en su nombre.

3. La Compañía trabaja como **proveedor** de "San Bernardino County Public Health" (en adelante, la "Clínica") para ayudarlo a inscribirlo en Medicaid. La Compañía es compensada económicamente por la Clínica por proporcionar este servicio.
4. La Compañía también puede ayudarlo haciendo selecciones en su solicitud, incluidas las selecciones para el proveedor de atención primaria y el plan de salud. La Compañía puede hacer estas selecciones con o sin consulta con usted o su aporte directo. Dichas selecciones se realizan exclusivamente respetando el deber y la responsabilidad de la Compañía de representarlo a ti y sus intereses. En la mayoría de las circunstancias, la Compañía seleccionará la Clínica como su proveedor de atención primaria y un plan de salud disponible en la Clínica.
5. La Compañía se reserva el derecho de rescindir el contrato de representante autorizado en cualquier momento.
6. Reconoce y acepta que, aunque la Compañía presentará su solicitud a Medicaid, no garantiza su aprobación. La decisión la tomará Medicaid después de revisar su solicitud.

Data Security

1. The Company will use your application data to submit your application(s) to Medicaid on your behalf. The Company may also use your **anonymized** information to perform analyses to improve the enrollment experience for you. However, we will never sell your non-anonymized information to a third party. The Company might share your information with the Clinic in an effort to optimize your experience with their services.
2. Any employee of the Company who will manage your application submission will be HIPAA-certified.
3. Only HIPAA-compliant software and channels are used throughout the whole process.
4. The Company will handle your information through a secure VPN channel to ensure data protection.
5. Your data is stored in secure cloud storage to protect your privacy.

Seguridad de Datos

1. La Compañía utilizará los datos de su solicitud para presentar su(s) solicitud(es) a Medicaid en su nombre. La Compañía también puede utilizar su información **anónima** para realizar análisis con el fin de mejorar la experiencia de su inscripción. Sin embargo, nunca venderemos su información no anonimizada a un tercero. La Compañía puede compartir sus datos con La Clínica para optimizar su experiencia con los servicios de ésta.
2. Cualquier empleado de La Compañía que gestione el envío de su solicitud estará certificado por la HIPAA.
3. A lo largo de todo el proceso sólo se utilizarán programas y canales que cumplen con las reglamentaciones HIPAA.
4. La Compañía tratará su información a través de un canal VPN seguro para garantizar la protección de los datos.
5. Sus datos se guardan en un almacenamiento seguro en la nube para proteger su privacidad.

Appointment of Authorized Representative

Use this form to appoint an individual or organization as your Medi-Cal authorized representative. Your authorized representative may act for you on all duties related to your Medi-Cal eligibility and enrollment. Or, you may also limit duties. You may cancel or change this appointment at any time.

You may give this form to your local county office in person or by mail, phone or electronically.

Part A: Tell us about you:

Applicant or beneficiary name:	Phone number:	Case number (Optional):

Mailing address (number, street, city, state, ZIP code):

Part B: Tell us about the authorized representative:

Name of authorized representative (individual or organization):	Phone number:

Mailing address (number, street, city, state, ZIP code):

E-mail address:

Part C: Authorized representative duties:

Examples of authorized representative duties

- Complete and sign the application
- Complete and sign redetermination forms
- Give us information we ask for
- Report changes
- Choose a health plan
- Help with fair hearings and appeals

Appointment of Authorized Representative

Tell us below if you want to limit any authorized representative duties:

Do you want your authorized representative to get a copy of Medi-Cal notices or other mail we send to you?

- ☐ No
- ☐ Yes, all notices and mail
- ☐ Yes, please limit to these types of notices or mail: _____

Part D: Read and sign

I. For applicant/beneficiary:

By signing below, I appoint the individual or organization named in Part B as my authorized representative. I agree that:

- The authorized representative may perform duties on my behalf. (See Part C.)
- This authorization starts on the date I sign this form.
- My rights and responsibilities do **not** change because I have an authorized representative.
- I must make sure that I respond to all requests for information
- The authorized representative may cancel this appointment at any time.
- I may contact the county that handles my Medi-Cal case to change or cancel this appointment at any time.

II. For authorized representative:

- You may cancel this appointment at any time by contacting the county that handles the applicant or beneficiary's Medi-Cal case.
- If you do not agree with your rights and responsibilities or do not want to be an authorized representative, contact the county that handles the applicant or beneficiary's Medi-Cal case.
- You agree to keep confidential any information about the applicant or beneficiary that you get from Medi-Cal.

Appointment of Authorized Representative

A. For an individual appointed as an authorized representative:

- By accepting appointment as an authorized representative you agree to:
 - Give the written disclosure to the applicant or beneficiary.
 - Obey all state and federal laws governing authorized representatives. These include, but are not limited to, laws about privacy of information, rules against reassigning provider claims, and conflicts of interest.
- If you are an employee or contractor for a health care provider or facility, you must give the applicant or beneficiary a written disclosure about:
 - Your employment by or contract with the health care provider or facility.
 - Any potential conflicts of interest that may exist due to that employment or contract.

B. For an organization appointed as an authorized representative:

- The only persons who may perform duties authorized on this form are those who represent the organization and have a signed Authorized Representative Standard Agreement (MC 383) on file with the county that handles the applicant or beneficiary's Medi-Cal case.
- The organization must fully disclose in writing to the applicant or beneficiary any conflicts of interest that may result from acting as that person's authorized representative.

Medi-Cal confidentiality notice: The information given on this form is private and confidential pursuant to Welfare and Institutions Code, Section 14100.2. This information shall be disclosed only as this law allows.

By signing below, I agree to and understand my rights and responsibilities as stated above:

Signature of applicant or beneficiary (required):	Date:

Signature of individual appointed as an authorized representative (optional):	Date:

Nombramiento del Representante autorizado

Use este formulario para nombrar una persona u organización como su representante autorizado para Medi-Cal. Su representante autorizado podrá actuar en su nombre para todas las obligaciones relacionadas con su elegibilidad e inscripción en Medi-Cal. O, usted también puede limitar estas obligaciones. Usted puede cancelar o cambiar este nombramiento en cualquier momento.

Usted puede dar este formulario a la oficina local de su condado en persona o por correo, por teléfono o electrónicamente.

Parte A: Díganos sobre usted:

Nombre del solicitante o beneficiario:	Número de teléfono:	Número de caso (Opcional):

Dirección postal (número, calle, ciudad, estado, código postal):

Parte B: Díganos sobre el representante autorizado:

Nombre del representante autorizado (persona u organización):	Número de teléfono:

Dirección postal (número, calle, ciudad, estado, código postal):

Correo electrónico:

Parte C: Obligaciones del representante autorizado:

Ejemplos de las obligaciones del representante autorizado

- Completar y firmar la solicitud
- Completar y firmar formularios de redeterminación
- Darnos la información que pidamos
- Reportar cambios
- Elegir un plan de salud
- Ayudar con audiencias imparciales y apelaciones

Nombramiento del Representante autorizado

Díganos abajo si quiere limitar alguna obligación del representante autorizado:

¿Usted quiere que su representante autorizado reciba una copia de los avisos de Medi-Cal u otro correo que le enviemos a usted?

- ☐ No
- ☐ Sí, todos los avisos y correo
- ☐ Sí, por favor límitelos a estos tipos de avisos o correo: _____

Parte D: Lea y firme

I. Para el solicitante o beneficiario:

Al firmar abajo, nombro a la persona u organización nombrada en la Parte B como mi representante autorizado. Acepto que:

- El representante autorizado puede cumplir obligaciones a mi nombre. (Lea la Parte C).
- Esta autorización comenzará en la fecha en que yo firme este formulario.
- Mis derechos y responsabilidades **no** cambiarán porque yo tenga un representante autorizado.
- Deberé asegurarme de responder a todos los pedidos de información.
- El representante autorizado puede cancelar este nombramiento en cualquier momento.
- Yo podré contactarme con el condado que administre mi caso de Medi-Cal para cambiar o cancelar este nombramiento en cualquier momento.

II. Para el representante autorizado:

- Usted puede cancelar este nombramiento en cualquier momento contactándome con el condado que administra el caso de Medi-Cal del solicitante o beneficiario.
- Si no está de acuerdo con sus derechos y responsabilidades o no quiere ser un representante autorizado, contáctese con el condado que administra el caso de Medi-Cal del solicitante o beneficiario.
- Usted acepta mantener confidencial toda la información sobre el solicitante o beneficiario que usted reciba de Medi-Cal.

A. Para una persona nombrada representante autorizado:

- Al aceptar el nombramiento como representante autorizado usted acepta:
 - Dar una revelación de información por escrito al solicitante o beneficiario.
 - Obedecer todas las leyes estatales y federales que rigen a los representantes autorizados. Éstas incluyen sin limitación, leyes sobre

Nombramiento del Representante autorizado

privacidad de la información, reglas contra la reasignación de reclamos de proveedores y conflictos de intereses.

- Si usted es un empleado o contratista de un proveedor o institución de cuidados de salud, deberá dar al solicitante o beneficiario una revelación de información por escrito con respecto a:
 - Su empleo o contrato con el proveedor o institución de cuidados de salud.
 - Cualquier conflicto de intereses potencial que pueda existir debido a ese empleo o contrato.

B. Para una organización nombrada como representante autorizado:

- Las únicas personas que podrán cumplir con las obligaciones autorizadas en este formulario son aquellas que representen a la organización y que tengan un Acuerdo estándar de representante autorizado (MC 383), firmado en los expedientes del condado que administra el caso de Medi-Cal del solicitante o beneficiario.
- La organización debe revelar completamente por escrito al solicitante o beneficiario cualquier posible conflicto de intereses resultante de su actuación como representante autorizado de esa persona.

Aviso de confidencialidad de Medi-Cal: La información dada en este formulario es privada y confidencial de acuerdo con el Código de bienestar social e instituciones, Sección 14100.2. Esta información se revelará solamente como lo permita esta ley.

Al firmar abajo acepto y entiendo mis derechos y responsabilidades descritas arriba:

Firma del solicitante o beneficiario (obligatoria):	Fecha:

Firma de la persona nombrada como representante autorizado (opcional):	Fecha: